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IDnum 179 **Language** English **Country** United States **State** OR

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

Local 1246

Occupations Represented
Correctional officers

Bargaining Agency State of Oregon Department of Administrative Services

Agency industrial classification (NAICS):

92 (Public Administration)

BeginYear 1999 **EndYear** 2001

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Notes

Contact

Full text contract begins on following page.

AGREEMENT

BETWEEN
THE

STATE OF OREGON

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 1246

FOR THE

GUARD UNIT

FAIRVIEW TRAINING CENTER

1999-2001

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PREAMBLE

This Agreement is made and entered into by the State of Oregon, hereinafter referred to as the "Employer," acting by and through its Department of Administrative Services on behalf of Fairview Training Center, hereinafter referred to as the "Agency," and the American Federation of State, County and Municipal Employees Local 1246, Council 75, hereinafter referred to as the "Union."

ARTICLE 1 - RECOGNITION

Section 1.

The Employer recognizes the Union as the sole and exclusive bargaining agent for all classified employees excluding Registered Nurses, the Client Advocate, and managerial supervisory and confidential employees as defined in ORS 243.650. The parties agree that the term "classified employee" does not include temporary employees appointed under the provisions of ORS 240.380, except for those temporary employees defined in Article 76 as "Relief Staff," or part-time employees who regularly work thirty-two (32) hours or less per month.

Section 2.

Any dispute concerning bargaining unit composition shall be resolved by the Employment Relations Board. If the Employer establishes a new position which is not clearly excluded from the bargaining unit under ORS 243.650 or reclassifies an existing bargaining unit position, the Employer shall notify the Union in writing seven (7) days following the action, as to whether or not it believes the classification to be within the bargaining unit. The Union must notify the Employer in writing within ten (10) days from receipt of the notification if it disagrees about the inclusion or exclusion of the classification in the bargaining unit or the matter becomes closed. If notice of the disagreement is received within the ten (10) day period, the parties shall meet within fourteen (14) days of the above notification to discuss the matter. If an agreement is not reached within thirty (30) days, the Union may submit the matter to the Employment Relations Board. Should the matter not be submitted to the Employment Relations Board within the specified thirty (30) day period, the matter shall be considered resolved.

Section 3.

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

establish a new written policy as outlined in Sections 5-10 of this Article. This Agreement shall not be modified in whole or in part except by another written instrument duly executed by the Employer and the Union.

Section 4.

The parties agree that the Human Resource Management Division Rules and Practices and Agency procedures relating to their implementation are without effect upon the Employer or members of the bargaining unit.

Section 5. Policy Changes or New Policies.

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

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

Section 6.

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

1. The Union's request to negotiate when the parties are in agreement that the subject is a mandatory subject of bargaining; or
2. An Employment Relations Board ruling that the issue is a mandatory issue of bargaining.

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

Section 7.

Should the Union decide to carry the matter to arbitration, the parties shall meet within the five (5) days immediately following receipt of notification of the Union's desire to arbitrate to select an arbitrator. Selection of an arbitrator shall be prescribed in Article 13 (Grievance Procedure).

Section 8.

The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby, unless the award is vacated pursuant to ORS 240.086. The power of the arbitrator in this process shall be limited to determining whether the policy, procedure or rule is unreasonable. If the arbitrator's ruling is that the policy, procedure or rule is unreasonable, the Agency shall immediately withdraw the policy, procedure or rule. Unreasonable for purposes of this article means that the balance of reason is in favor of not making the change. In other words, the negative effect upon bargaining unit members outweighs the need or benefit to the Employer.

Section 9.

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

Section 10.

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

ARTICLE 2 - EFFECT OF LAWS AND RULES

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

ARTICLE 3 - LABOR/MANAGEMENT COMMITTEE

Section 1. Participants.

The parties agree to the establishment of a joint labor/management committee using a Continuous Quality Improvement (CQI) model. Management representatives will include the Superintendent and/or his/her designees. Union Representatives will include Fairview AFSCME-Business Agent, Local President, Chief Steward, Two Elected Shop Stewards.

The Union Representatives shall be on leave with pay status during the committee meetings and shall notify their supervisors at least forty-eight (48) hours before a scheduled meeting. Nothing above shall prohibit either of the parties from bringing, at their own expense, a reasonable number of resource persons.

Section 2. Intent

The intent of the committee is to facilitate communication between the parties by providing a CQI forum for discussion of issues not addressed by the contract such as staff morale, operational methods and procedures, attendance, safety, and other policies of the Agency which affect the working conditions of the employees when such policies are not mandatory subjects of bargaining. The committee shall not become involved in individual grievances nor shall the committee meetings be construed as formal contract negotiations. The committee shall meet, with an established agenda, at least once each quarter or such other times as both parties mutually agree to. The time, date, and place shall be mutually agreed upon by the parties.

Section 3. Subcommittees.

The following subcommittees shall be established and shall report to the Labor/Management Committee which will forward recommendations to the Superintendent. If such recommendation has a fiscal impact, the subcommittee report shall be reviewed and analyzed by the Cost Containment Committee. Additional ad hoc subcommittees may be established as needed.

a. Attendance subcommittee

The Attendance subcommittee shall develop a process to educate employees on the impact of absenteeism, shift work and leave usage.

b. Interdisciplinary Team (IDT) subcommittee

A subcommittee of the Fairview Joint Labor/Management Committee will continue to discuss and review IDT concerns. The subcommittee shall be comprised of eight (8) people which shall include the local President, three (3) bargaining unit IDT members, the Superintendent and three (3) management staff.

c. Personal Property subcommittee

On those claims where the Agency finds that negligence is not clearly established on a Personal Property Claim, the claim shall be referred to this subcommittee (equal representation) for further factfinding. The subcommittee's factfinding report will be submitted to Risk Management with the claim.

Section 4.

The parties agree in principle to work for formation of new broader LMC, with invitations to all local unions to participate, with focus on general direction FTC, to help develop future direction, oversee and recommend, with working subcommittees.

Section 5.

The parties agree to periodically reevaluate all contracted out work for service quality and cost effectiveness.

ARTICLE 4 - MANAGEMENT RIGHTS

The parties agree that the Employer and the Agency has the right to operate and manage including, but not limited to, the right to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the methods, means, and personnel to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to promote and transfer employees; to suspend, reduce, demote, discharge for just cause as stated in Article 15, Discipline and Discharge, or take other proper disciplinary action against employees; to lay off employees; and to promulgate rules, regulations, and personnel policies, provided that such right shall not be exercised so as to violate any of the specific provisions of this Agreement.

ARTICLE 5 - UNION SECURITY

Section 1. Union Activities.

The Agency agrees to inform all new employees hired into positions included in the bargaining unit of the Union's exclusive representation status, and shall provide all present and future employees in the bargaining unit with a copy of the Agreement. The Agency and the Union shall share equally in the cost of preparation of the Agreement. The Union shall be notified of all permanent and Limited Duration hires within thirty (30) days of initial appointment. A Union representative shall be allowed thirty (30) minutes on the worksite to discuss Union status, benefits and services. This time will not be used for discussion of labor/management disputes.

If the Union representative is an employee of the Agency, he/she will be allowed time off without loss of pay to make the presentation.

Section 2. AFSCME Staff Representatives.

The Union will notify the Agency in writing of its staff representative of the Local, Council 75, or International, American Federation of State, County and Municipal Employees, AFL-CIO. Upon proper introduction and notice, the representative shall have reasonable access to the premises of the Agency during all working hours to conduct Union business. These representatives shall observe the security regulations of the Agency. Such visits are not to interfere with the normal flow of work.

Section 3.

Unless otherwise provided in this Agreement, the internal business of the Union shall be conducted by the employees during non-duty time.

Section 4. Union Stewards.

a. The Union shall notify the Agency Personnel Director of the selection of Stewards and their alternates. The Union shall be allowed up to forty-five (45) stewards.

b. Stewards may receive grievances from the bargaining unit, and may discuss complaints and grievances of employees in the bargaining unit on the premises and time of the Agency, but only to such extent that it does not neglect, retard or interfere with the work and duties of the Stewards or with the work or duties of employees. Stewards shall be granted reasonable time off during regularly scheduled working hours without loss of pay or other benefits to investigate bargaining unit grievances upon notice to their immediate supervisor. Release in such instances may not be immediate. If the permitted activities would interfere with either the Steward's or the grievant's duties, the direct supervisor(s) shall, within the next working day, arrange a mutually satisfactory time for the requested activities. No more than one (1) on-duty steward shall be involved in the same grievance. One (1) Union steward per area shall have the option of a flexible work schedule on the monthly training date, under the following conditions:

1. Name appears on the current steward list;
2. Request for flex schedule submitted prior to the 15th of the preceding month and shall encompass an entire shift;
3. The months of June, July, August, and September are excluded as flex months due to heavy vacation requests;
4. This provision will be reviewed by labor and management semi-annually.

Willful disregard for these procedures may result in loss of pay for unauthorized leave or disciplinary action.

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

d. At the Union's request and subject to the operating requirements of the Agency, 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 Steward training session.

e. Executive Board Officers of Local 1246 shall provide their immediate supervisor and the personnel office with a list of pre-scheduled regular monthly Board meetings. Board officers shall then be allowed to attend at least one (1) regularly scheduled Board meeting per month. Attendance will be either on the basis of leave without pay or use of comp time, vacation, or personal leave. Meetings of the Executive Board specifically requested by the Agency, which are held at locations, times and dates requested by the Agency, shall be on the basis of no loss of pay for attending Board members, but the Agency will incur no overtime liability nor will a Board member receive compensation for attending such meetings scheduled during a time that the employee would not normally be scheduled for work.

f. If the AFSCME business agent assigned to represent Fairview employees cannot attend an abuse investigation meeting due to a time conflict in the representation duties at Fairview, the Agency may reschedule the meeting to take place within the next working day. This does not preclude the Agency from rescheduling an abuse investigation meeting to any date and time at its discretion.

Section 5. Bulletin Boards.

The Agency agrees to furnish and maintain in each work area a bulletin board in a convenient place to be used exclusively by the Union for the posting of official Union notices only. The Union shall keep the bulletin boards neat and orderly. The Union agrees that it will not post material that is profane, obscene, or defamatory of the Agency or Employer or its representatives or employees. Materials which violate this subsection shall not be posted.

Section 6. Dues Deductions.

The Agency agrees to deduct monthly membership dues from the pay of those individuals who request deductions in writing. The amount to be deducted shall be certified to the Agency by the treasurer of the Union, and the aggregate deductions shall be remitted monthly, together with an itemized statement, to the treasurer of the Union. Failure on the part of the Agency to deduct authorized dues shall not result in a deduction of more than double the monthly dues in any one month to recover past dues.

Section 7. Lists.

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

Section 8. Use of Facilities.

Upon request and approval of the Personnel Director, the Union shall be allowed the use of the facilities of the Agency for meetings when such facilities are available and the meeting would not interfere with the business of the Agency. Stewards shall be allowed access to individual employee mail boxes on the work site, but not to the mail system. One centralized drop site (box) may be provided by the Union for collection of Union correspondence. The location will be mutually agreeable and the Agency assumes no liability.

Section 9.

The Agency agrees to the attendance by the President (or Vice President) of the local union, without loss of pay at:

- a. Grievance meetings, with the understanding that only one (1) employee union representative will be present in any grievance meeting who is on Agency time.
- b. An employee request for representation by one of these individuals.
- c. Any other meeting where his/her presence is requested by the Agency.

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

ARTICLE 6 - FAIR SHARE

Section 1.

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

Section 2.

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

Section 3.

Dues and payments-in-lieu-of-dues for employees working less than twenty (20) hours per week will be on a prorated basis as outlined by Union policy.

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

ARTICLE 7 - EMPLOYEE STATISTICS

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

ARTICLE 8 - EMPLOYEE RIGHTS

Section 1.

Off-duty activities of employees will not subject them to disciplinary action by the Agency unless such activities constitute just cause for discipline or discharge.

Section 2.

Employees who are the subject of a formal Agency complaint or investigation shall be assured the following rights:

A. The employee shall not be deprived of any of his/her constitutional or civil rights guaranteed by the federal and state constitutions and law where potential criminal charges are involved. If an employee or the Union claims a violation of the above, such allegation shall not be subject to the grievance procedure, but can be appealed to the appropriate court of law.

B. Non-Abuse Complaints or Charges. The employee shall be informed of the nature of the complaint or charges at the earliest practical time. The employee shall receive a copy or, if one is not available, a written statement of such complaint or charges or portion thereof that is being investigated, before the employee is required to respond to questions concerning the complaint or charges. Such interview shall occur during employee paid time. This section shall not apply to criminal investigations under the jurisdiction of the State Police.

C. Abuse Complaints or Charges. When an Incident Report is received by the Agency which reflects critically against the employee, the Agency shall notify the employee at the earliest practical time unless premature notification could prejudice a criminal investigation.

Upon request, the employee may inspect an Incident Report involving him/her unless such inspection could prejudice a criminal investigation. The Incident Report which is made available to the requesting employee shall contain all information in the original CIR except:

1. The name of the reporter;
2. The name of the client; and
3. The name(s) of witness(es).

D. If the employee is required to respond to a formal complaint or charge, the employee shall have the right to Union representation prior to and/or during the interview. If the employee so elects, he/she may opt to have his/her attorney present. If the employee elects to have his/her attorney present, the Union remains the representative unless the Union declares otherwise in writing.

E. The employee shall not be required to take or be subjected to any lie detector device as a condition of continued employment.

F. Formal complaints or charges made to an employee which are not verified or proven shall not be recorded and placed in the employee's personnel file or used in any subsequent performance evaluation.

G. If an employee is placed on administrative leave due to a police investigation, the employee shall be informed of the nature of the action for which he/she is being investigated and the time and place of the alleged offense to the extent the Agency has knowledge.

Section 3. Work Assignment Options.

The Agency shall create an area available to all shifts where training and education can occur in a non-client contact setting.

A. If the Agency determines not to place the employee on Administrative Leave during a period of no client contact due to a mental health division investigation, employees will be assigned in the following order:

(1) Mandatory training

(2) Other available training

(3) Any work within the bargaining unit for which qualified and trained to be performed in a non-client contact area. For direct care staff, that area will be the newly created educational area. For staff other than direct care, area of assignment will be determined by availability of work tools and client access.

(4) The employees may choose to use accrued leave or approved leave without pay unless mandatory training is scheduled.

Section 4.

During the period of outside investigations or when criminal charges are pending or unresolved, the Agency may assign employees to:

1. Work areas as appropriate within the bargaining unit.

2. Work areas outside the bargaining unit at Fairview.

3. Available and appropriate work in another State agency.

ARTICLE 8A - EMPLOYEE VALUE/RECOGNITION

To demonstrate the employer's belief that all employees are an integral and valued part of Fairview Training Center, the parties agree to the following:

A. Encourage employees to come forward with new ideas to improve work environment and services, recognizing the employee if their idea is implemented through publicizing and submission to the Department of Administrative Services.

B. Train managers in team building/communication and staff recognition skills and the Employee Recognition Program.

C. The Union will communicate with its members about all joint activities in a regular and timely fashion.

D. Employees with more than twenty (20) years of service shall have a training account made available to them by the Agency. This training is intended to be off campus and related to their work. The account shall consist of \$6,000 and shall be administered on a first come first serve basis with a maximum of \$200 per request, which shall be used no more than once in a six month period. The parties will review this training account usage quarterly at Labor/Management meeting.

E. Employees with twenty (20) years or more of service at Fairview shall be recognized for their service in the following manner:

1. Their names will be added to an engraved board at the administration;
2. They will receive individual certificates of appreciation; and,
3. Their choice of a tree planted in their honor or an engraved brick in a special pathway dedicated for senior employees or a pin connotating twenty (20) years of service.

ARTICLE 9 - NO STRIKE OR LOCKOUT

The Employer agrees that during the term of this Agreement, the Employer shall not cause or permit any lockout of employees from their work. In the event an employee is unable to perform his/her assigned duties because equipment or facilities are not available due to a strike, work stoppage, or slow down by any other employees, such inability to provide work shall not be deemed a lockout.

During the term of this Agreement, the Union shall neither cause nor counsel the members of bargaining units for which it has been certified, or for which recognition has been extended by the Employer, to strike, walk out, slow down or commit other acts of work stoppage.

Upon notification, confirmed in writing by the Employer or Agency to the Union that certain bargaining unit employees covered by this Agreement are engaging in strike activity in violation of this Article, the Union shall, upon receipt of a mailing list, advise such striking employees in writing, with a copy to the Employer and Agency, to return to work immediately. Such notification by the Union shall not constitute an admission that it has caused or counseled such strike activity. The notification to employees covered by this Agreement by the Union shall be made at the request of the Employer or Agency.

ARTICLE 10 - MAINTENANCE OF STANDARDS AND BENEFITS

The Agency shall not issue any directives or written statements that have any effect on the standard of employment relations matters established by this Collective Bargaining Agreement unless such directives or statements have been agreed upon with the Union. Nothing in this Section is intended to inhibit the Agency 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 prior to distribution.

ARTICLE 11 - CONTRACTING OUT

The Union recognizes that the Employer and the Agency have the management right, during the term of this Agreement, to decide to contract out work performed by bargaining unit members.

Should any regular-status, full-time employee who is a bargaining unit member become displaced as a direct result of contracting out of work previously done by bargaining unit members, the Employer and the Union shall meet to bargain the impact of such contracting out on bargaining unit members. The Agency agrees to make every good faith effort to place those employees elsewhere within the bargaining unit in the same classification and the same rate of pay without loss of pay during the period of readjustment. If an employee is laid off, the Agency shall follow the procedures in Article 44 (Layoff). The Agency shall give employees laid off as a direct result of contracting out priority consideration in filling registration, entry-level positions the Agency intends to fill. The employee must meet the minimum qualifications of the vacancy and pass any tests to be considered.

ARTICLE 12 - EQUAL OPPORTUNITY

Section 1.

The Employer and the Union agree to continue their policies of not unlawfully discriminating against any employee or applicant for employment because of race, color, religion, sex, national origin, age, mental or physical handicap, marital status, or political affiliation.

Section 2.

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

Discrimination complaints will not be subject to the grievance procedure contained in this Agreement unless the Bureau of Labor and Industries or other such body declines jurisdiction in the matter. If the Bureau of Labor and Industries or other such body declines jurisdiction, then the employee may file a written grievance within thirty (30) calendar days from the date the Bureau of Labor and Industries declines jurisdiction of the complaint.

Section 3.

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

b. Sexual orientation discrimination complaints will be subject to the grievance procedure beginning at Step 3 until such time as the Bureau of Labor and Industries is given

jurisdiction over such matters. Once the Bureau of Labor and Industries is given jurisdiction, such complaints will be processed in the same manner as complaints in Sections 1 and 2.

ARTICLE 13 - GRIEVANCE PROCEDURE

Section 1.

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

Section 2.

Any employee, with notice to the Union, or the Union on the employee's behalf may file a grievance at Step 1 in writing with his/her immediate supervisor, with a copy to the Personnel Director, within thirty (30) calendar days of the alleged action or the date the employee or the Union knew or should have known of the alleged action.

If the alleged violation pertains to the scheduling of direct care staff including denial of comp/vacation time, assignment of overtime, or redeployment, the grievance shall be filed with the Central Staffing Department.

Health and Safety Grievances, and those resulting from actions by the Personnel Department shall be filed at Step 3, Personnel Director, only when the risk of injury is imminent. All other health and safety grievances shall be filed with the immediate line supervisor. Alleged violations of a monetary nature resulting from Workers' Compensation issues shall be filed at Step 3.

Grievances shall not be frivolous and shall be submitted on the AFSCME Grievance Form and shall contain the Articles alleged to have been violated, the specific reasons why the employee feels the Articles were violated, and the specific remedy(s) requested. Any grievance that does not fulfill these standards may be found invalid by an arbitrator.

Step 1. The employee may request a meeting with the immediate supervisor to discuss the grievance or the immediate supervisor may call a meeting to discuss the grievance. If a meeting is held the immediate supervisor's detailed response will be reduced to writing within (15) calendar days from the date of receipt of the grievance. A copy of the response will be sent to the Union and to the Personnel Director.

Step 2. If the grievance is not resolved at Step 1, it may be appealed to the Cottage Manager/Department Head within fifteen (15) calendar days after the immediate supervisor's response was due.

a. The employee may request a meeting with the Cottage Manager/ Department Head to discuss the grievance or the Cottage Manager/Department Head may call a meeting to discuss the grievance.

If a meeting is held the Cottage Manager/Department Head's detailed response will be reduced to writing within fifteen (15) calendar days from the date of receipt of the grievance. A copy of the response will be sent to the Union and to the Personnel Director.

b. If the Cottage Manager/Department Head does not wish to meet with the employee in accordance with (a) above, he/she shall respond in writing to the grievance within seven (7) calendar days from the date of receipt of the grievance. A copy of the response will be sent to the Union and to the Personnel Director.

Step 3. If the grievance remains unresolved at Step 2, it may be appealed to the Superintendent or his/her designee with a copy to the Personnel Director within fifteen (15) calendar days after the response at Step 2 is due. The Superintendent or his/her designee shall respond by either arranging a meeting or responding with a written decision within fifteen (15) days. If a meeting is held the Superintendent or his/her designee shall respond to the employee or Union within fifteen (15) days from the date of the meeting.

Step 4. If the grievance remains unresolved at Step 3, the Union or the employee may appeal to the Labor Relations Division of the Department of Administrative Services within fifteen (15) calendar days following the receipt of the response at Step 3. The Labor Relations Division shall respond within fifteen (15) calendar days after receipt of the grievance.

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

Section 3.

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

Section 4.

The Union or the grievant shall not expand upon the original elements and substance of the written grievance. Prior to Step 3 of the Grievance Procedure, the Union or the employee may however, modify for the purpose of clarity, the Articles cited as being violated and the remedy requested prior to filing at Step 3 of the Grievance Procedure. Improper expansions may, however, be the basis for an arbitrator to find a grievance invalid.

All so called "group" grievances must be specific at the initial step of the grievance procedure and must detail the Articles violated, the employees affected and the reasons for both. Issues of vagueness and/or overbreadth remaining at the time of arbitration may be the basis for an arbitrator to find a group grievance invalid.

Section 5. Arbitration Selection and Authority.

a. Any grievance, having progressed through the steps as outlined in this Agreement and remaining unresolved following Labor Relations Division response, may be submitted by the Union

to arbitration for settlement. To be valid, a request for arbitration must be in writing and mailed or delivered to the Labor Relations Division within fifteen (15) calendar days of the receipt of the response from the Labor Relations Division with a copy to the Employment Relations Board requesting a panel of five (5) arbitrators to be sent to each side.

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

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

b. In the event that arbitration becomes necessary, the Union and the Employer will select an arbitrator by alternately striking names, with the moving party striking first, from an Employment Relations Board list, one (1) name at a time until one (1) name remains on the list. The name remaining on the list shall be accepted by the parties as the arbitrator. The parties shall decide, at the time of striking of names, who shall inform the arbitrator of his/her selection; this shall occur within ten (10) working days. The grievance appeal shall be heard by the arbitrator as soon as possible after its receipt, and the final decision and order of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing and filing of briefs. Unless both parties agree otherwise in writing, the arbitrator shall conduct a hearing on the grievance within one (1) year of selection by the parties. Arbitrations handled by the Attorney General's office shall not be subject to these time frames.

c. The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby. The arbitrator shall have no authority to add to, subtract from or change any of the terms of this Agreement, to change an existing wage rate or establish a new wage rate. The arbitrator shall have the power to return a grievant to employee status, with or without back pay and benefits, or to mitigate or cancel the penalty as equity suggests under the facts, or to provide any other relief sought which is otherwise proper under the Agreement. The arbitrator's authority regarding reclassification shall be addressed in Article 42 (Reclassification Procedure).

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

Section 6.

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

Section 7.

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

Section 8.

If at any step of the grievance procedure, the Employer or Agency fails to issue a response within the specified time limits set forth in this Agreement, the grievance shall be submitted in writing to the next step of the grievance procedure unless withdrawn by the grievant or the Union. If the employee or Union fails to meet the time limits specified herein, the grievance will be considered withdrawn and cannot be resubmitted.

Steps referred to in this Article may be waived by mutual agreement.

ARTICLE 14 - EQUITABLE TREATMENT

The terms of this Agreement shall be applied equally to all members of the bargaining unit.

ARTICLE 15 - DISCIPLINE AND DISCHARGE

Section 1.

The principles of progressive discipline shall be used except when the nature of the problem requires an immediate suspension, termination, reduction of pay, or demotion. A regular status FLSA non-exempt employee may be suspended, reduced in pay, demoted, or dismissed only for just cause. A regular status FLSA exempt employee may be suspended consistent with the salary status requirements of the FLSA, reduced in leave accrual, demoted or dismissed only for just cause.

Section 2.

A written pre-dismissal 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 Appointing Authority or his/her designee at a time and date set forth in the notice, which date shall not be less than seven (7) calendar days from the date the notice was received, unless an earlier time is requested by the employee and agreed to by the Agency. The employee shall be permitted to have an official Union representative present. The Appointing Authority may suspend the employee with or without pay or the employee may be allowed to continue work, as specified within the pre-dismissal notice.

Section 3.

a. The dismissal of a regular status employee may be appealed by the Union to binding arbitration pursuant to Article 13, Section 5. The appeal must state the reasons for the appeal and be submitted to the Department of Administrative Services, Labor Relations Division, in writing

within ten (10) calendar days from the effective date of the dismissal. Such appeal shall be heard by the arbitrator as soon as possible after its receipt, and the final decision and order of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing and filing of briefs.

b. Consistent with the salary status requirements of the FLSA, an employee reduced in pay, demoted, or suspended shall receive written notice of the discipline with the specific charges and facts supporting the discipline. Where discipline is imposed as reduced leave accrual, such action shall be equivalent to a reduction in pay for a non-exempt employee (if the leave is reduced to .5 hour the agency can round up and if less than .5 hours, the agency can round down). The reduction of pay, demotion and/or suspension of a regular status employee may be appealed to Step 3 of the Grievance Procedure within ten (10) calendar days from the effective date of the action. If the appeal is not resolved at Step 3, the Union may appeal the action to the Department of Administrative Services, Labor Relations Division, within fifteen (15) calendar days after receiving the response from the Agency. The Labor Relations Section shall respond to the grievance within fifteen (15) calendar days. If the grievance is unresolved, the Union may submit the issue to arbitration within fifteen (15) calendar days after receiving the response from the Labor Relations Section.

c. Trial service removals shall not be subject to Article 13 (Grievance Procedure) or this article.

Section 4.

Discipline will not be administered in the presence of other employees or the public.

Section 5.

A work plan may be used at any step of the disciplinary process. The work plan will be developed jointly by the supervisor and employee. The employee may request union representation during the development of the work plan. If mutual agreement cannot be reached, there will be no workplan in effect. However, the employer may provide the employee with written expectations.

The work plan shall contain enumerated deficiencies, the employer's and the employee's responsibilities for improvement, and definite timelines. When an employee has successfully completed the work plan, records of the discipline may be removed from the employee's personnel records, only if one (1) year has passed since the discipline was issued and only if there is no further occurrence of the same nature.

ARTICLE 16 - TRIAL SERVICE

Section 1.

All new employees appointed to a position, and those employees promoted, or reemployed after one (1) year in the same classification shall serve a trial service period of six (6) months except:

a. employees promoted within the same work unit;

- b. former employees reemployed in the same classification in the same work unit.
- c. Relief Staff who are hired into permanent positions shall serve a three (3) month trial service period in the permanent positions.

Employees within sub (a) and (b) shall serve a three (3) month trial service period.

Section 2.

The supervisor shall evaluate the employee's work habits and ability to perform his/her duties satisfactorily within the trial service period. At any time during the trial service period, the Agency may remove an employee if, in the opinion of the Agency, the trial service indicates that such employee is unable or unwilling to perform his/her duties satisfactorily or that his/her work habits and dependability do not merit his/her continuance in the position.

If such employee was previously a regular status employee in another position in the classified service immediately prior to his/her present appointment, he/she shall be reinstated to his/her former position unless charges are filed and he/she is discharged as provided in Article 15. If the trial service indicates that such employee is unable or unwilling to perform his/her duties satisfactorily or that his/her work habits and dependability do not merit his/her continuance in the position, he/she shall be given a period of time to correct the deficiencies prior to removal. Upon request of the employee, he/she shall receive a written evaluation as to why he/she does not meet the criteria of the position.

Section 3.

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

Section 4.

An employee who is on an approved leave without pay shall have the trial service period extended by the number of days of the leave without pay.

ARTICLE 17 - SALARIES

The State shall continue to "pick up" a six percent (6%) average employee contribution to the Public Employees Retirement Fund for the employee members participating in the Public Employees Retirement System. Such State "pick up" or payment of 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 State on behalf of employees pursuant to this Agreement shall be considered as "salary" within the meaning of ORS **238.005(11)** for the purpose 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 State "picked up" or paid employee contributions shall be considered to be employee contributions for the purposes of ORS 238.005 to 238.750.

If, by reason of a change in law, valid ballot measure, constitutional amendment, or a final, non-appealable judgement from a court of competent jurisdiction, the Employer must discontinue the 6% "pick up" 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 schedule. This transition shall be done in a manner to assume continuous payment of either the 6% "pick up" or a 6% salary increase.

For the reasons indicated above, or by mutual agreement, should the State cease paying the 6% "pick up" 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 Code, Section 414(h)(2).

Section 2.

A. General Salary Increases:

Subject to ORS 243.702, effective 10/1/99, salary rates for bargaining units participating at the AFSCME central table shall be increased by two percent (2%).

Subject to ORS 243.702, effective 1/1/2001, salary rates for bargaining units participating at the AFSCME central table will be increased by up to two percent (2%).

B. Step Adjustments:

Effective June 1, 2001, add \$38 to each step of every salary range in the compensation plan.

Section 3.

See Appendix A for the classification plan with salary ranges and scheduled changes as of July 1, 1999.

ARTICLE 18 - PAY DAY AND PAY ADVANCES

Section 1.

Pay for employees in the bargaining unit shall be in accordance with the Compensation Plan adopted by the Personnel and Labor Relations Division.

Section 2.

All employees, except those whose paychecks must be rewritten because of time loss or attachment, shall normally be paid no later than the first day of the month. When the payday occurs on Monday through Friday, payroll checks shall be released to employees at 9:00 a.m. on that day at the Cottage/Department. When payday falls on a Saturday, Sunday or holiday, paychecks shall be made available after 9:00 a.m. on the last business day (M-F) of the month at the Cottage/Department. Graveyard shift employees may pick their paychecks up at the end of their shift at the front desk, providing a prior written request is submitted to the Payroll Office (each time there is a change in their request). The release day for December paychecks dated January 1 shall be the first banking day in January to avoid December's paycheck being included in the prior year's earnings for tax purposes. If, due to an error, no paycheck is available or an error of more than \$100.00 is made, a check will be immediately issued from the Agency revolving fund once a corrected and verified time sheet, has been received by payroll. Such checks will not be counted a pay advance under Section 4.

Section 3.

When an employee is not scheduled to work on payday, the paycheck may be released prior to payday if the paycheck is available and the employee has completed the "Request for Release of Paycheck" form AD20. However, the employee may not cash or deposit the check prior to the normal release day and time. Any violation of this provision shall be cause for the employee to be notified that they shall not be further able to have their paycheck released prior to payday.

Section 4.

The parties agree that pay advances will be given upon request, pursuant to the following provisions. An employee may cash in any or all comp time for emergencies or have a cash draw up to three times per calendar year (January 1 through December 31) or a combination of these requests. The amount of the pay advance shall not exceed sixty percent (60%) of gross pay earned, but shall be at least one hundred dollars (\$100.00). Pay advance requests will normally be submitted to the payroll office by the fifteenth of the month.

Section 5.

If the Agency determines that an error of \$50 or more has been made on the employee's check, if the employee requests, the error will be corrected and a corrected check will be made available to the employee within forty-eight (48) hours from the Agency's determination of the error and of the correction that is necessary.

ARTICLE 19 - SALARY ADMINISTRATION

Section 1. Eligibility for Salary Increases.

Eligibility for salary increases shall be on a performance based pass/fail system. All employees with a pass rating shall be eligible for salary increases at the first of the month following:

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

A salary increase shall not be withheld without first providing written notice to an employee including the reason(s) withheld. Such notice shall be provided the employee prior to the eligibility date. Withholding an increase shall be considered a disciplinary action.

Section 2. Salary on Promotion.

An employee shall be given an increase to the next higher rate in the new salary range effective on the date of the promotion and on the first of the month following completion of trial service after promotion and annually thereafter until the employee has reached the top step of the salary range.

Section 3. Seasonal Employees.

A seasonal employee is eligible on the same basis as a regular status employee for a merit increase, but advanced one (1) step in the salary range after completing one (1) full season of work. No seasonal employee shall receive more than one (1) salary increase annually and only if they return to work to the same agency in the same classification.

Section 4. Submissions of Salary Increases.

Salary increases must be made to be effective on the first day of the month and must be submitted prior to the proposed effective date. However, retroactive six (6) month and annual salary increases to correct errors or oversights and retroactive payments resulting from grievance settlements will be authorized. The effective date for six (6) month and annual salary increases must be the first day of the month. In no event shall any retroactivity exceed twelve (12) months from the date upon which the oversight or error is brought to the agency's attention in writing or, in the case of a grievance settlement, the date the grievance was filed in writing.

Section 5. Salary on Demotion.

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

Whenever an employee demotes to a job classification in a salary range which does not have a corresponding salary step with the employee's previous salary, but is within the 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 full step within the new salary range plus that amount that their current salary 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 6. Effect of Break in Service.

When an employee separates from state service and subsequently returns to state service, except as a temporary employee, the employee's salary eligibility date shall be determined as follows:

a. Return from Layoff List. When a former employee who was laid off is recalled, he/she will be paid at the step he/she was at the time of layoff. An employee's previous salary eligibility date, adjusted by the amount of break in service, shall be restored.

b. Return from Reemployment List. When a former employee is appointed from a reemployment list to a position in the same classification in which he/she was previously employed, or in a related classification with the same salary range, he/she may be paid at or below the step at which he/she was being paid at the time of his/her termination. If a person is reemployed in a position in a classification with a lower salary range than that of his/her previous position, he/she may be paid at any step in the lower salary range not exceeding the rate he/she was being paid in the higher classification, except where exceptional circumstances justify the payment of a higher rate. The previous eligibility date, adjusted by the amount of break in service, shall represent the earliest salary eligibility date following return. However, the salary eligibility date may be established by the agency as the first of the month in any future month up to twelve (12) months from the date of reemployment.

Section 7. Work Plans.

a. A written work plan, developed mutually by the supervisor and employee, delineating job requirements, expectations, or objectives, shall be required during an employee's first year of employment, and during the first six (6) months following promotion. The work plan shall be developed within thirty (30) days after employment or promotion.

b. If, after reasonable discussion with the supervisor, an employee refuses to agree to the work plan, the portions of the work plan that the supervisor and the employee have agreed on shall become the mutually agreed upon work plan. The supervisor shall then discuss any problem areas with the employee, reduce the discussion to writing with a copy to the employee and notify the employee that the full work plan is in force.

Section 8. Position Descriptions.

Individual position descriptions shall be reduced to writing and delineate the duties assigned to an employee's position. A dated copy of the position description shall be given to the employee. Nothing contained herein shall compromise the right or the responsibility of the agency to assign work consistent with the class specifications.

Section 9. Salary on Lateral Transfer.

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

Section 10. Rate of Pay on Appointment from Layoff.

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

Section 11. Rate of Pay on Reemployment.

When a former employee is appointed from a reemployment list to a position in the same classification which he/she was previously employed or a related classification with the same salary range, he/she may be paid at or below the step at which he/she was being paid at the time of his/her termination. If the person is reemployed in a position in a classification with a lower salary range than his/her previous position, he/she may be paid at the step in the lower salary range, not exceeding the range he/she was being paid in the higher classification, except where exceptional circumstances justify payment of a higher rate. The salary eligibility date of a former employee who is appointed from a reemployment list shall be determined in accordance with Section 6.

Section 12. Rate of Pay on Reinstatement.

When a former employee is reinstated, the employee shall be paid at the same step in the salary range that was being paid at the time of termination.

a. Trial Service Status. Former employees who were in their initial trial service period with the agency shall have their previous salary eligibility date, adjusted by the amount of break in service, restored. Other former employees who were in trial service status as the result of a promotion at the time of separation may either have their salary eligibility date, adjusted by the amount of break in service, restored or may be given a longer salary eligibility date not to exceed six (6) months from the date of reinstatement.

b. Regular Status. If the reinstated employee had regular status and a twelve (12) month salary eligibility date at the time of separation from the classification, the employee's previous salary eligibility date, adjusted by the amount of break in service, shall represent the earliest salary eligibility date following return. However, the salary eligibility date may be established as the first of the month in any future month, up to twelve (12) months from the date of reinstatement.

Section 13. Performance Appraisal.

Both labor and management value performance feedback among employees, managers and peers as a team. Both labor and management respect the rights of individuals to have personal feedback in a manner which promotes candidness, development and individual contributions to the workplace. As such, this feedback may take various forms but is always timely, honest and supportive of the work of the individual as a vital member of the workforce. Employees may do self-appraisals prior to, or in addition to, supervisors doing one and may use it as a basis for discussion with his/her supervisor.

Feedback may take the form of a formal evaluation instrument directed towards the performance of the employee. Each employee shall be provided with a summary of his/her leave accrual and usage for the previous year.

It is not intended that this section on performance feedback be grievable, and information provided as performance feedback is not intended to be used to substantiate disciplinary action.

An employee shall have the opportunity to provide his/her written comments to be attached to a written performance appraisal.

If the employee believes the narrative of a written performance appraisal is erroneous or grossly incompatible with the summary rating, the employee may request a review by the Personnel Director or other appropriate manager.

Section 14.

As input to managers, employees may evaluate their manager annually. Management response is voluntary.

ARTICLE 20 - INSURANCE

Section 1.

Notwithstanding any past practice to the contrary, an employer contribution will be made for each eligible employee who has paid regular hours in the month which are at least fifty percent (50%) of regular full time hours for the month, and participates in the flexible benefits program as administered by the **Public** Employees' Benefit Board (**PEBB**).

The Employer will continue to provide the following flat dollar amount to each eligible participating full-time employee in the bargaining unit through the 1999 Plan Year:

Employee	<u>\$316.00</u>
Employee and Spouse	<u>\$424.00</u>
Employee and Child(ren)	<u>\$358.00</u>
Employee and Family	<u>\$439.00</u>

The purpose of these flat dollar employer contributions will be for use in the **PEBB** Flexible Benefits Program.

The contribution for eligible participating part-time employees with fifty per cent or more paid time for the month will be prorated based on the ratio of paid hours to full time hours to the nearest full per cent.

Section 2.

Effective January 1, 2000, the fifty percent (50%) requirement will end, and an Employer contribution will be made for each eligible employee who has at least eighty (80) paid regular hours in the month.

Beginning January 1, 2000, 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, 2000, 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:

<u>Employee</u>	<u>\$387.14</u>
<u>Employee and Spouse</u>	<u>\$520.12</u>
<u>Employee and Child(ren)</u>	<u>\$443.59</u>
<u>Employee and Family</u>	<u>\$531.97</u>

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.

Employees covered by the PEBB program for default insurance coverage shall receive an Employer insurance contribution equivalent to the premium cost of the applicable default plan or amount provided by the Collective Bargaining Provision, whichever is less.

ARTICLE 21 - SHIFT DIFFERENTIAL

Section 1.

Shift differential shall apply to all employees in the bargaining unit except temporary appointments and part-time employees working less than thirty-two (32) hours per month. In order to qualify for shift differential, an employee must be in a job classification which is allocated to the salary range 22 or below. An employee shall be paid a shift differential of forty-five cents (\$0.45) per hour for each hour or major portion thereof for work between 6:00 p.m. and 6:00 a.m. and for each hour or major portion thereof for work on Saturday and Sunday.

Section 2.

Shift differential shall not be applied to base rates in the computation of payments for periods of leaves of absence with pay. Shift differential shall be included in computation of overtime or penalty payments.

ARTICLE 22 - ON CALL

Section 1.

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

Section 2.

An employee shall be on standby duty when required to be available for work outside his/her normal working hours and meet all the following conditions: (1) The Employee is required to leave word with the Agency where he/she can be contacted during a specified period of time, or pager, and (2) The employee is required and must be prepared to immediately commence full time work if the need arises.

Section 3.

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

Section 4.

No employee is eligible for any premium pay compensation while on standby duty except as expressly stated in this article.

Section 5.

Employees who are exempt from overtime compensation shall be ineligible for standby duty premium pay.

Section 6.

Standby duty time shall not be counted as time worked in the computation of overtime compensation.

ARTICLE 23 - COTTAGE RELIEF SHIFT CHARGE DIFFERENTIAL

Section 1.

Full-time employees in the classification of direct care Habilitative Training Tech 1, Cook 2, and Food Service Worker 2 who are designated in writing by the agency to perform assigned duties of "shift charge" in an area where two (2) or more other employees are scheduled to work during that shift, shall be eligible for a pay differential of thirty cents (\$.30) per hour for each full hour worked in such assignment.

Section 2.

While receiving compensation in Section 1 of this Article, the employee shall not be eligible for work out of class compensation.

Section 3.

The employee shall not be eligible to apply this pay differential to compensation while on any leave with pay.

Section 4.

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

Section 5.

Full-time employees in the classification of Social Worker or QMRP's who are designated in writing by the Agency to assume the responsibilities of unit directors shall be eligible for the differential outlined in this Article.

ARTICLE 24 - REPORTING PAY

An employee who is regularly scheduled for work and reports to work and there is not work available for him/her may be excused from duty, but shall be paid at his/her regular rate for the shift of work scheduled.

ARTICLE 25 - CALL BACK TIME

Section 1.

An employee who is called back to work outside his/her regular shift, will receive the appropriate rate of compensation in accordance with this agreement for hours actually worked, but in no event will the employee be paid less than four (4) hours at the straight time rate of pay.

Section 2.

This provision will not apply when call back results from employee oversight (e.g., taking home necessary keys, equipment necessary at the campus, etc.). This provision does not prevent the Agency from calling employees for information not requiring call back. The employee would not be required to remain at home or available unless on standby.

ARTICLE 26A - CMA

Section 1.

At no time will a CMA be designated duties that should be performed by an LPN or RN.

Section 2.

When the Agency mandates that a CMA attend a specific number of hours of inservice training per year, the Agency shall make every effort to make this training available so as to serve all three (3) major shifts.

Section 3.

When the Agency requires that a CMA perform CMA duties a specific number of time per year, the Agency shall make every effort not to vary the employee's work shift more than two (2) hours for the performing of these duties unless the employee voluntarily agrees to the change of work hours.

Section 4.

If a CMA is redeployed to administer medication, he/she will, at his/her request, be assisted by current cottage staff for the purpose of correctly identifying clients; and efforts will be made to provide adequate time for the administration of medication.

ARTICLE 26B - INTENSIVE CARE DIFFERENTIAL

Section 1.

Full-time, regular status employees in the classification of Habilitative Training Tech I (also break aides) and Habilitative Training Tech II and Licensed Practical Nurse who are permanently employed in an Intensive Care Cottage of the Agency and the Hospital Cottage of the Agency and hydrotherapy aides, PRC HTT2's and specialty aides assigned to those same areas for longer than six (6) months on a continuing basis, shall be eligible for a differential of twenty-nine cents (\$0.29) per hour for all hours worked in this area.

Section 2.

This differential shall not be applied while on a leave with pay condition or on-call status.

Section 3.

If an eligible employee is reassigned to another work area other than as defined in Section 1 within the Agency, the employee shall no longer be eligible for the differential.

Section 4.

If an employee transfers or promotes to another position in another work area other than as defined in Section 1 of the Agency, the employee shall no longer be eligible for the differential.

Section 5.

The parties recognize that the Intensive Care Differential is provided to encourage interest in long-term treatment careers with our multiple-handicapped clients.

ARTICLE 26C - ASBESTOS REMOVAL DIFFERENTIAL

Employees properly certified/licensed for the removal and/or handling of asbestos and asbestos containing material(s) shall be paid a three dollar (\$3.00) per hour differential when actually engaged in Agency authorized removal/handling of asbestos and asbestos containing material(s) as part of the Agency's asbestos abatement programs. Employees receiving the differential shall not be entitled to work out of classification differential.

ARTICLE 26D - DENTAL ASSISTANT DIFFERENTIAL

Effective 7/1/97, dental assistants assigned to assist in procedures requiring anesthesia for the patient shall receive a 15% differential for all hours paid.

ARTICLE 27 - WORK OUT OF CLASS

Section 1.

The Agency agrees to compensate an employee assigned in writing to assume the major distinguishing duties of a position in a higher classification, in the absence of an incumbent, where such assignment is for more than five (5) consecutive work days or more at a rate that is not less than the equivalent of one (1) step increase, or the bottom step of the higher range where no salary overlap exists between ranges.

When such assignments are made to work out of classification for more than five (5) consecutive work days or more, the employee shall be compensated for all hours worked beginning from the first day of the assignment and for the full period of that particular assignment. The Agency agrees that it will not abuse its privilege granted under this section and that decisions to assign or not assign out of classification work will be on a good faith basis, using the Agency promotion list if one exists, which includes name(s) of employee in the affected cottage/Department. If the out of classification assignment to a bargaining unit position is expected to last six (6) calendar months or longer, and if no Agency promotion list exists, the Agency will announce such an assignment and interview interested bargaining unit employees.

Section 2.

This higher class work will be entered into the employee's personnel file and shall be used for annual performance appraisals and will be taken into consideration by supervisors during promotional merit ratings.

ARTICLE 28 - WORK WEEK AND WORK SCHEDULING

Section 1.

The work week shall begin at 00:01 a.m. Sunday and end at 12:00 Midnight the following Saturday. In areas utilizing rotating days off, the Agency will utilize a fourteen (14) day, eighty (80) hour work week at the time of schedule rotation. A work day shall be a period of twenty-four (24) hours commencing at the start of the employee's first assigned shift and shall remain fixed at that period for the whole of the work week, except for flexible or altered work schedules.

Section 2.

This Article shall not be considered as a guarantee of hours of work per day or per week.

Section 3.

A. A regular work schedule is a work schedule with the same starting and stopping time on five (5) consecutive eight (8) hour shifts. An irregular work schedule is a work schedule with the same starting and stopping times on four (4) consecutive ten (10) hour shifts. A flexible work schedule is a work schedule which varies the number of hours worked on a daily basis, but not necessarily each day, or a work schedule in which starting and stopping times vary on a daily basis,

but not necessarily each day, but which does not exceed forty (40) hours in a work week and is agreed upon in advance by the employee and the supervisor, except as arranged to accommodate On Call schedules and relief positions. When agency needs dictate a flexible work schedule and there is no agreement between the employee and his/her supervisor, a meeting will be scheduled as soon as possible to include an AFSCME Representative and the Operations Director to discuss alternative scheduling options. No change in the employee's schedule shall occur prior to the decision being rendered by the Operations Director.

B. When the employee has received permission to work an altered work schedule for purposes of self-development, the schedule shall be treated as a flex schedule in respect to hours worked and overtime eligibility.

C. Effective 3/1/98, vacant 2x16 positions shall be converted to 2x16+8.

Section 4.

Except for employees filling relief positions, or 2x16s, 2x16+8s or when employees are changing shifts or employees working flexible or irregular work schedules, all full-time employees in the bargaining unit shall be scheduled for five (5) consecutive days of work and two (2) consecutive days off within each work week. Saturday and Sunday will be considered consecutive days off within the work week. Mandatory training sessions may be an exception to this Section only if the Agency has made a full effort to schedule the employee for the training on their regular shift. Exceptions to this Section shall not be made when the employee was unable to attend the training through no fault of their own.

Section 5.

When an authorized management representative designates that certain employees are not permitted to leave their work site during their meal break, employee's meal break shall be considered duty time.

Section 6.

Except for designated relief positions/assignments, all work schedules will be published ten (10) days before the end of the month. If the posting day is a holiday, the schedule shall be posted on the next working day. Established work schedules will not be changed with less than ten (10) days advance notice except when operating requirements of the Agency require it.

Section 7.

An employee desiring a change in work schedule may request such from his/her supervisor. The supervisor shall approve or disapprove the request based upon the operating requirements of the Agency. If a supervisor approves a change in the employee's work schedule, the employee waives all rights to reporting pay, overtime compensation and call back compensation.

Section 8.

Each employee shall be granted an uninterrupted rest break of fifteen (15) minutes for each one-half (1/2) shift. The rest breaks shall be scheduled as near the midpoint of each one-half (1/2) shift as possible, unless the employee requests otherwise or unit operating requirements require such a change.

Section 9.

All full-time employees except as noted in Section 5 of this Article shall be granted a non-duty meal period during their work shifts. Non-duty meal period shall be scheduled in the middle of the work shift or as near thereto as possible, and shall be no less than thirty (30) minutes.

Section 10.

Except for schedule changes requested by the employee, if a work schedule requires that any employee work more than five (5) consecutive days (totaling 40 hours work), the employee will be paid at the overtime rate for any hours worked in each subsequent (and consecutive) calendar day when scheduled to work.

Section 11.

If an employee is required to work more than eight (8) hours in any twenty-four (24) hour period, he/she shall be paid at the overtime rate for all hours in excess of eight (8) hours during that same twenty-four (24) hour period.

Section 12.

Vacation reliefs may be allowed to cover a 2/16 shift when a 2/16 shift employee is on paid leave. When working this schedule the vacation relief shall work a 2/16 + 8.

ARTICLE 28A - WORK WEEK AND WORK SCHEDULING - Specialty Aide Pool

Section 1.

The Agency may establish a Specialty Aide Pool of Habilitative Training Tech 1's for the purpose of the assignment and reassignment of specialty work on an as needed basis on a flexible work schedule. However, whenever practicable, the Agency will maintain a Specialty Aide on the same shift.

Section 2.

The work week for Specialty Aide Pool employees shall begin at 00:01 a.m. Sunday and end at 12:00 Midnight the following Saturday. A work day shall be a period of twenty-four (24) hours commencing at the start of the employee's first assigned shift and shall remain fixed at that period for the whole of the work day.

Section 3.

This Article shall not be considered as a guarantee of hours of work per day or per week.

Section 4.

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

Section 5.

When an authorized management representative designates that certain employees are not permitted to leave their work site during their meal break, employee's meal break shall be considered duty time.

Section 6.

Each employee shall be granted an uninterrupted rest break of fifteen (15) minutes for each one-half (1/2) shift. The rest breaks shall be scheduled as near the midpoint of each one-half (1/2) shift as possible, unless the employee requests otherwise or unit operating requirements require such a change.

Section 7.

All such employees except as noted in Section 5 of this Article shall be granted a non-duty meal period during their work shifts. Non-duty meal period shall be scheduled in the middle of the work shift or as near thereto as possible, and shall be no less than thirty (30) minutes.

Section 8.

Although the Specialty Aide pool employees are on a flexible work schedule, they shall have at least eight (8) hours off between stopping and starting times.

Section 9.

Specialty Aide Pool employees who have been assigned to the same cottage/work unit at least three (3) continuous months may:

A. Request on a seniority basis, assignment to other Specialty Aide assignments vacated on that cottage/work unit provided the Agency does not have reason or comes to have reason to feel there is an incompatibility between the aide and the clients involved in the vacated assignment.

B. Bid for regular openings on that cottage/work unit as specified for transfers in Article 38.

C. Work unit for A and B above does not mean the Specialty Aide Pool itself.

Section 10.

With the concurrence of the manager, any Specialty Aide may trade their assignment with a floor staff on a daily basis. If the floor staff would have been redeployed, the Specialty Aide working that assignment as a result of the trade will be redeployed.

Section 11.

See Appendix B for templates for voluntary and administrative transfers.

Section 12.

Specialty Aide Pool employees, who are working a one-to-one assignment, will not be redeployed. However, if not working a one-to-one assignment, they shall be considered regular floor staff for redeployment purposes, placed at the top of the rotation list and will rotate through the list as long as they continue as floor staff.

ARTICLE 29 - 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 or work to any employee or to any group of employees.

Section 2.

Employees except those classifications outlined in Section 3, shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay for overtime worked under the following conditions, but in no event shall such compensation be received twice for the same hours:

a. Employees on a Regular Work Schedule shall receive overtime compensation for all authorized work in excess of eight (8) hours on any scheduled eight (8) hour work day or all authorized work in excess of forty (40) hours in any one (1) work week.

b. Employees on an Irregular Work Schedule shall receive overtime for all authorized work in excess of ten (10) hours each day or in excess of forty (40) hours in any one (1) work week.

c. Employees on a Flexible Work Schedule shall receive overtime for all authorized work in excess of the agreed upon hours each day or time in excess of forty (40) hours in any one (1) work week. Time worked beyond regular schedules by employees scheduled for less than eight

(8) hours per day or forty (40) hours per week is additional straight time worked rather than overtime until the hours worked exceed eight (8) hours per day or forty (40) hours per week.

d. Part-Time Employees scheduled for less than eight (8) hours in a day or forty (40) hours in a week shall receive straight time for additional time worked rather than overtime until the hours worked exceed eight (8) hours per day or forty (40) hour per work week. Part-time employees on irregular work schedules shall not receive overtime until they exceed ten (10) hours per day or forty (40) hours per work week. Part-time employees working on work units which have a fourteen (14) day, eighty (80) hour work week and are scheduled for less than eight (8) hours in a work day or eighty (80) hours in such fourteen (14) day work week shall receive straight time for additional time worked rather than overtime until the hours worked exceed eight (8) hours per day or eighty (80) hours in a fourteen (14) day work week.

e. Full-time employees working on work units which have a fourteen (14) day, eighty (80) hour work week at the time of shift rotation, shall receive overtime compensation for all authorized work in excess of the scheduled hours each day or in excess of eighty (80) hours in any such fourteen (14) day work week.

Section 3.

All time worked for which an employee is compensated at the regular straight time rate of pay except On-Call (Article 22) and Reporting Pay (Article 24) but including holiday time off, compensatory time off and other paid leave shall be counted as time worked. For HTT 1's, HTT 2's, HTT/SC, LPN and MHSSO staff, overtime pay begins after forty (40) hours worked in a work week.

Hours worked includes sick leave, personal business leave, pre-scheduled comp time and pre-scheduled vacation leave. Unscheduled comp time and unscheduled vacation leave do not count in the calculation of the forty (40) hours worked. Exceptions to this exclusion shall be set by the following criteria: union business and in extraordinary circumstances which will be dealt with on a case by case basis by the Personnel Director or Operations Director and union officer.

Section 4.

When an employee requests a change in his/her work schedule and it is approved by the Agency, all of that employee's reporting time and overtime compensation associated with the changed schedule shall be waived.

Section 5. Eligibility for Overtime Compensation.

- a. Salary Range 18 and Below. Time and one-half (1-1/2) their regular hourly rate.
- b. Salary Range 19 through 22. Time and one-half (1-1/2) their regular hourly rate unless a determination at the date this Agreement is effective has been made that the position is executive, administrative or professional as defined by the FLSA. Employees in such positions which have been determined to be executive, administrative or professional shall receive time off for authorized time worked in excess of eight (8) hours per day or forty (40) hours per week at the rate of one (1) hour off for one (1) hour of overtime worked. This time off shall be utilized by

October 1 of each calendar year or shall be lost. At ninety (90) days prior to loss of such comp time, employees shall be notified of their balances and that they must use the time or it shall be lost. Employees will take all necessary steps to request use of comp time in a timely manner. Comp time in excess of the ninety (90) day notice amount may be carried beyond October 1 if the employee has requested to use the time and management is unable to grant the request.

c. Salary Range 23 and Above. Time off on an hour-for-hour basis for individual employees who are authorized to work in excess of forty hours per week. This time off shall be utilized by October 1 of each calendar year or shall be lost. At 90 days prior to loss of such comp time employees shall be notified of their balances and that they must use the time or it shall be lost. Employees will take all necessary steps to request use of comp time in a timely manner. Comp time in excess of the 90 day notice amount may be carried beyond October 1 if the employee has requested to use the time and management is unable to grant the request. Hour for hour compensation at the straight rate shall be authorized by management for the purpose of completing special projects.

Section 6.

a. Except for scheduled meetings, for the assignment of overtime if there is not sufficient staff to meet overtime needs/requirements, overtime shall:

(1) Shall be offered in up to eight (8) hour increments.

(2) Be offered on a voluntary rotating basis to qualified employees who are on-duty from the affected cottage/work unit, including Specialty Aides.

(3) Be offered on a voluntary rotating basis to qualified employees from the affected cottage/work unit, including Specialty Aides **in the following order of preference:**

A. Employees who are on their regularly scheduled days off

B. Employees who are off-duty

(4) When there is not sufficient number of volunteers from (1) and (2) above the Agency may;

A. Utilize qualified employees from other than the cottage/work unit where overtime need exists.

B. Utilize on a voluntary basis other qualified non-bargaining unit employees of the affected cottage/work unit before assigning mandatory overtime.

C. At its discretion, assign mandatory overtime to other qualified non-bargaining unit employees who are on duty in the affected cottage/work unit.

D. Select and assign, on a rotating basis, the most junior employee in the cottage/work unit who is on duty to work overtime, includes staff referenced in (2)(c) above.

(5) Exceptions to the overtime assignment process shall be based on extraordinary needs of the client and/or unusual circumstances surrounding the event. Any dispute relating to this exception shall be immediately reviewed by the Personnel Director and/or Labor Relations Manager, union representative and union steward.

b. In no instance will an employee work overtime which exceeds eight (8) hours beyond their regularly scheduled shift, and in no instance will an employee work overtime on a consecutive day after working overtime the previous day except as follows:

(1) Exceptions to these restrictions may be requested by the employee for voluntary overtime and may be granted by management on a case-by-case basis.

(2) Special events and trips. Included are placements; visitations; camping trips; Special Olympics; and People First. Staff assignments for special events and trips will be defined in advance, including designation of on-duty, off-duty and on-call status, with a copy provided to the employee.

(3) Any bargaining unit employee, Salary Range 22 and below, who is required (not volunteers) to work mandatory overtime past the four (4) hour beyond regular shift limit shall be paid two (2) time (double time) the regular hourly rate for any hours worked over the four (4) hour limit.

c. The agency will give a minimum of one (1) hour notice of any overtime to be worked, whenever possible.

d. An employee who refuses a voluntary overtime opportunity shall be rotated to the bottom of the voluntary overtime list.

e. When an employee is required to work at least four (4) hours beyond a full shift and when that fact was not known to the employee prior to beginning of the first shift, then upon request, up to one (1) hour of time will be allowed between the shifts. The hour will consist of up to one-half (1/2) hour paid time and the balance of the hour, if necessary, unpaid time, unless the employee is approved for more than four (4) hours, then the entire hour is paid time. The purpose of this time is to make arrangements necessary when the worker is to be away from home unexpectedly at the direction of the Employer. It is, of course, recognized that bona fide emergencies may exist that would preclude granting time off. Such instances will, however, be held to a minimum and only genuine emergencies will prevent the allowance of such time. When such time is denied between shifts, such time will be allowed at the earliest possible time in the subsequent shift.

f. (Housekeeping Only)

When an overtime need arises in the housekeeping Department, it will be first offered on a voluntary rotating basis in the following order of preference:

- (1) Employees who are on their regularly scheduled days off,
- (2) Employees who are on duty who are assigned to the affected cottage/work area, excluding staff currently working overtime,
- (3) Employees who are on duty and assigned to other cottages/work areas.

Section 7.

Any employee who refuses any overtime opportunity relinquishes, by that amount, his/her rights to equal overtime.

Section 8.

The Agency shall give reasonable notice of any overtime to be worked. Overtime shall be compensated on the basis of the nearest tenth of an hour.

Section 9.

All employees shall receive cash for authorized overtime worked unless the immediate supervisor has agreed, prior to the employee's working overtime, to grant compensatory time off.

Section 10.

No application of this Article shall be construed or interpreted to provide for compensation for overtime at a rate exceeding time and one-half (1-1/2) except for Section 7(b)(3) or to effect a "pyramiding" of overtime and all forms of premium pay.

Section 11.

No employee shall be scheduled to work more than sixteen (16) hours in a twenty-four (24) hour period. Where the employee's schedule requires a change in shift, there shall be at least an eight (8) hour break in work time.

Employees working a four-ten (4x10) hour schedule shall be allowed to work no more than eighteen (18) hours in a twenty-four (24) hour period.

Section 12.

When an employee moves to a new cottage/work area, his/her name will be placed last on the overtime rotation list as a beginning point for future rotation. Same employee shall be placed on the top of the redeployment list.

ARTICLE 30 - VACATION LEAVE

Section 1.

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

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

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

Service with a jury shall be considered time worked.

Section 6.

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

Section 7.

Vacation hours may accumulate to a maximum of two hundred and fifty (250) hours. To avoid losing vacation, the employee must request vacation leave as provided in Section 9 of this Article, except where the employee is on an on-the-job injury or extended sick leave where cash payment of not more than forty (40) hours shall be made.

Section 8.

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

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

First month through 60th month	12 work days for each 12 full calendar months of service (8 hours per month)
61st month through 120th month	15 work days for each 12 full calendar months of service (10 hours per month)
121st month through 180th month	18 work days for each 12 full calendar months of service (12 hours per month)
181st month through 240th month	21 work days for each 12 full calendar months of service (14 hours per month)
After 240th month	24 work days for each 12 full calendar months of service (16 hours per month).

Section 9.

Employees that transfer from one AFSCME bargaining unit to another AFSCME bargaining unit shall be allowed to transfer up to eighty (80) hours of accrued vacation credit. The balance of vacation credit shall be paid for at the time of transfer. However, in instances where employees provide the sending employer with written authorization from the receiving employer to transfer an amount in excess of eighty (80) hours, employees shall be allowed to transfer such excess hours.

Section 10.

An employee who is laid off or terminates after six (6) full calendar months of State Service shall be paid upon separation from State Service for accrued vacation time. An employee on military leave or educational leave of absence without pay in excess of thirty (30) days shall be paid for vacation leave accrued up to the end of the last full month of service.

ARTICLE 30A - LEAVE DONATION

Section 1.

The superintendent of the Agency may, at his/her discretion, allow agency employees, on a case-by-case basis and without setting precedent, to transfer accumulated vacation leave and/or compensatory time to a co-worker in the DHR who has exhausted accumulated leave while recuperating from, or involved in, what the Superintendent has determined to be an extended and continuing illness or injury of a catastrophic nature. Other DHR employees may donate leave per the terms of this article, to FTC employees.

Section 2.

The transfer of accumulated vacation leave and/or compensatory time, and the utilization of such leave shall be subject to the following:

- a. Employees on Workers' Compensation or parental leave may not participate in this program either as Donors or Donees.
- b. All leave donated shall be posted to the Donee's sick leave account. Any leave which has been donated and remains unused is not recoverable by the Donor.
- c. All accumulated vacation leave hours and/or compensatory time must be donated and transferred in blocks of two hours or more. All hours of leave donated from co-workers will be converted into an hourly rate and then applied to the Donee's account at his or her hourly rate.
- d. Any other requirements or conditions which may from time to time be determined by, or set forth by, the Agency Superintendent on a case-by-case basis.

ARTICLE 30B - USE OF ACCRUED LEAVE

Use of all leaves except sick leave (vacation, compensatory time, personal business and Governor's leave) are considered accrued leave and equal for purposes of time off request. Employees are responsible for:

1. Designating the type of leave they want to take off,
2. Submitting leave requests during the pre-determined and first come, first serve periods, and
3. Assuring that they have accrued leave to cover all approved time off.

In approving a request for leave, the Agency is approving only the use of accrued leave. If the employee does not have enough accrued leave or chooses not to use accrued leave, the time off will be considered leave without pay and may result in discipline.

Section 1 - Pre-determined Accrued Leave Requests

Split or entire accrued time off shall be scheduled within the workload and predetermined scheduling requirements of the Agency. If two (2) or more employees request the same continuous period or block of time off and the matter cannot be resolved by agreement of the parties involved, the employee having the greatest seniority with the Agency at the time of the bid shall be granted the time off. This seniority bid consideration will be given one time from December 1 through November 30. The Agency will facilitate this process by providing four (4) one month sign up periods every "calendar year"; one starting January 1 for the period of March 1 through May 31; one starting April 1 for the period of June 1 through August 31; one starting July 1 for the period of September 1 through November 30 and one starting October 1 for the period December 1 through the end of February.

Employees shall be notified and schedules posted fifteen (15) days from the close of each thirty (30) day sign-up period. The first open period will begin January 1, 1998.

Seniority preference is considered used when approved and granted. If predetermined leave is granted based on seniority and the employee cancels, the seniority is considered used.

An employee who seeks to change his/her previously approved leave shall be entitled to do so, except this choice shall not require any other employee to change that employee's leave schedule and the choice shall be subject to the operating needs of the Agency. Leave request denials shall be accompanied by the reason for the denial.

This entire process will be reviewed in April 1998 by the Labor/Management Committee and quarterly thereafter.

Section 2 - First Come, First Serve - Accrued Leave Requests

First come, first serve requests cover all accrued leaves (except sick leave). First come, first serve requests may be submitted immediately following the sign-up periods for pre-determined leave, and can cover the period of time until the next pre-determined leave sign-up period. These will be held, and then reviewed for approval, for the current month and following month only.

Employee accrued leave requests submitted during this period shall be granted on a first come, first serve basis subject to the operating requirements of the Agency. Ties shall be broken by seniority. Monthly accrued leave schedules which result from this Section shall be posted no later than the 20th of the preceding month.

Should a dispute arise concerning the operating requirements of the Agency, the issue must be immediately filed and will be given an expedited hearing at Step 3 of the grievance procedure within four (4) business days. An answer will be given within one (1) business day of the Step 3 hearing. Leave request denials shall be accompanied by the reason for the denial.

Individual support areas may meet and attempt to reach consensus on a different process for first come first serve requests. Participants shall include manager and steward and others. Consensus must be put in writing and signed off by the personnel director and AFSCME representative and will be posted in the work area. Consensus must include no increase in overtime and assurance that training needs are met. Consensus must be reached within fifteen (15) working days from start to finish of the process. If consensus is not reached, support area may ask assistance of management and union to help facilitate the process. If no consensus is reached, current contract language above prevails.

Section 3 - Effect of a Lateral Transfer on Approved Leave Requests

If an employee requests a lateral transfer, any approved leave made during the previous assignment shall be subjugated to any employee requests in the new unit made prior to the transfer.

In order to maintain the integrity of approved accrued leaves which include previous days off in conjunction with the request for employees who are administratively transferred through no fault of their own, such employees shall be allowed to work a flexible schedule for the minimum number of days necessary to allow for the taking off of such approved leaves. The employer will not incur any overtime liability by the transferring employee as a result of approving a flex schedule.

Any movement resulting from rebid/cottage closure process will not effect pre-approved vacations.

Section 4 - Vacation Relief Coverage

A. During the predetermined accrued leave scheduling, management will commit two-thirds of the total vacation relief coverage available to grant predetermined accrued leave requests.

1. For this process management shall consider all positions as filled.
2. This is not intended to supersede Articles 28 and 29 as they apply to individual vacation relief schedules.

B. At the point the monthly schedule is being developed for the upcoming month, management will utilize the remaining one-third available vacation relief coverage as follows:

1. To provide coverage for scheduled training.
2. To provide coverage for first come, first serve accrued leave requests.
3. For this process management shall consider all positions as filled.

The parties recognize that at the conclusion of this step it is possible that 100 percent of vacation relief coverage could be committed.

C. In the event that vacation relief coverage is not fully committed to cover accrued leave requests or training after the schedule has been posted for the upcoming month, management will grant time off from the day the schedules are posted until fifteen (15) hours prior to the requested shift off. Vacation relief positions that are vacant will not be considered as available for usage during this step. Both parties recognize that 100 percent (100%) of vacation relief coverage could be committed at this point.

D. In the event vacation relief coverage is still not fully committed, requests for time off will be approved only after agency-wide staffing needs have been met.

E. Employees who are on vacation relief shall be entitled to schedule accrued leave in a manner which guarantees two days off before and two days off following each block of forty (40) hours which they use.

F. In areas where there are no allocated vacation relief positions or areas not having post/minimums, accrued leaves shall be coordinated between management staff and bargaining unit members in the work site.

G. In areas having allocated vacation relief positions or post/minimum requirements bargaining unit leave requests for time off shall come first (except as described in subsection H). In the event vacation relief or post/minimum coverage is available because the bargaining unit has not utilized the opportunity for leave, management personnel may be covered by bargaining unit members.

H. The parties agree that short term emergency situations may arise wherein management's absence from duty requires bargaining unit coverage.

ARTICLE 31 - HOLIDAYS

Section 1.

The following compensable holidays shall be recognized:

- a. New Year's Day on January 1.
- b. Martin Luther King's Birthday on the third Monday in January.
- c. Washington's Birthday on the third Monday in February.
- d. Memorial Day on the last Monday in May.
- e. Independence Day on July 4th.
- f. Labor Day on the first Monday in September.
- g. Veteran's Day on November 11.
- h. Thanksgiving Day on the fourth Thursday in November.
- I. Christmas Day on December 25.
- j. Every day appointed by the Governor of the State of Oregon as a holiday.

Employees on a 7 day and/or 24 hour continuous operations schedule will observe the holiday on the day it actually occurs. Other employees will observe the holiday as designated by the state. When a holiday specified in this section falls on a Saturday the preceding Friday shall be recognized as a holiday. When a holiday specified in this section falls on a Sunday, the following Monday shall be recognized as the holiday. A holiday shall be defined as starting at 00:01 on the holiday and ending at twelve midnight (24:00) on the holiday as described above.

Section 2. Accrual and Usage.

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

B. All Classifications except C, below: If the Agency has reason to believe that the employee is abusing unscheduled leave usage on a holiday, the leave may not be compensated as a holiday. However, in the case of approved leave after the fact, an employee may use other accrued leave to cover actual work hours lost on the holiday at the employee's regular straight time rate.

C. HTT 1's, HTT 2's, HTT/SC s, LPN s and MHSSO s: If an employee has not had any unscheduled absences during the previous calendar month and gets redeployed on a holiday, that employee will receive holiday pay plus twelve additional hours of comp time (prorated based on actual hours worked). If an employee calls in sick on a holiday that employee will not receive comp time for the holiday and will utilize the use of their sick leave except for extenuating circumstances.

D. Effective May 1, 1998, employees in the HTT 1, HTT 2, HTT S/C, LPN and MHSSO classifications with less than forty (40) hours of sick leave accrual will have holiday comp time hours paid down to twenty-eight (28) hours. Only employees with forty (40) hours of accrued sick leave shall have the option of receiving comp time on a holiday. Employees whose sick leave accrual is less than forty (40) hours will be paid cash.

Section 3.

Employees who are required to work on recognized holidays shall be entitled to their holiday pay plus compensatory time 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 the holiday pay.

Section 4.

The employee will receive compensatory time off for holiday time worked. Such scheduled time off shall be subject to Article 30B (Use of Accrued Leave).

Section 5.

Employees who have recognized holidays falling on their days off will be credited with compensatory time off for these holidays.

Section 6.

Employees shall normally be notified of holiday work schedules at the time work schedules are posted as provided in Section 6, Article 28 (Work Week and Work Scheduling) in all work units except in situations over which the Agency has no control. The Agency will determine staffing levels for work units which must be staffed on holidays in relation to the anticipated work load in each unit. Employees whose regular work day is a holiday shall be given an opportunity to request to work or not to work on the holiday. Such request shall be granted on the basis of Agency seniority and in keeping with the operating needs of the Agency. Should not enough employees request to work on a holiday, the Agency shall assign the work to employees with the least Agency seniority from those regularly scheduled to work who are qualified to perform the particular tasks. When an employee wants to take time off, he/she must submit a request pursuant to Article 30B (Use of Accrued Leave).

Section 7.

In addition to the holidays specified in this article, the employees shall receive eight (8) hours of paid leave. This paid leave shall be accrued by all employees as of December 24 of each year and used by November 30 or lost. Employees working thirty-two (32) hours per month or more shall receive paid leave on a pro rata basis. Employees may request the use of this leave pursuant to Article 30B (Use of Accrued Leave).

Section 8.

In addition to the compensatory time provided in Section 3 of this Article, employees who work overtime on a holiday shall receive time and one-half comp time on a holiday for all overtime hours worked. Effective 5/1/98 they must have 40 hours of sick leave on the books. If not, they shall receive cash.

ARTICLE 32 - COMPENSATORY TIME

Section 1.

An employee may accrue up to seventy (70) hours compensatory time. Any hours accrued in excess of seventy (70) shall be paid off by the Agency, or within thirty (30) days of the excess accrual, shall be scheduled off pursuant to Article 30B (Use of Accrued Leave).

Section 2.

For employees who have more than sixty (60) hours of unused sick leave accrued on November 30, the Agency will cash out any and all comp time hours accrued that have a cash value. The employee must make a written request and attach it to his/her final November timesheet. Employees should receive this payout on their December mid-month check.

Section 3.

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

ARTICLE 33 - PERSONAL LEAVE

Section 1.

All employees after completion of initial trial service shall be entitled to receive personal leave days in the following manner, provided they are in pay status for 1,040 hours for each fiscal year:

a. All full-time employees shall be entitled to eighteen (18) hours of personal leave with pay each fiscal year.

b. Part-time, seasonal and job share employees shall be granted such leave in a prorated amount of eighteen (18) hours based on the same percentage, or fraction of month, they are hired to work provided it is anticipated that they will work 1040 hours during the fiscal year.

Section 2.

Should any part-time employee fail to work 1,040 hours for the fiscal year, the value of personal leave time used may be recovered from the employee's July paid August check or final check, whichever comes first.

Section 3.

Personal leave shall not be cumulative from year to year nor is any unused leave compensable in any other manner.

Section 4.

Such leave may be used pursuant to Article 30B (Use of Accrued Leave). Employees who have approved vacation blocks, may at the time of the vacation period replace preschedule and approved vacation hours with available personal leave hours.

ARTICLE 34 - LEAVE WITH PAY

Employees shall be granted a leave of absence with pay in accordance with the following Sections. Employees requesting such leave shall provide the employer with as much advance notice of the need for such leave with pay as possible. It is desired by the parties that in every instance where an employee has advance notice of more than five (5) days that a minimum of five (5) days notice be given.

Section 1. Service with a Jury (including jury selection process).

The employee may keep any money paid by the court for service on a jury. Whenever possible, subject to Agency operating requirements, employees selected by proper authority for jury duty will have their shift schedule adjusted to accommodate their jury service. The Employer shall not suffer any penalty payments for the change in the work schedule of the employee on jury duty.

Section 2.

Appearance before a Court, Legislative Committee, or Judicial or Quasi-Judicial Body as a witness in response to a subpoena or other direction by proper authority for matters other than the employee's officially assigned duty. An employee may keep any money paid in connection with the appearance.

Section 3.

Taking part without pay in a search and rescue operation at the specific request of any law enforcement agency, the Administrator of the Board of Aeronautics, the United States Forest Service, or any legal organization of Civil Defense, for a period of not more than five (5) working days.

Section 4.

Other authorized duties in connection with State business.

Section 5.

An employee who has been employed in State Service for six (6) months or more who is a member of the National Guard or any Reserve component of the Armed Forces of the United States, is entitled to leave of absence from employee duty as provided by ORS 408.290.

Section 6.

Subject to availability of fiscal and staffing resources, an employee may be granted an educational leave in which the Agency may defray a part or all of the cost, either through allotment or through payment of a salary. Each request for leave must be approved by the Superintendent or his/her designee. Vacation leave shall not accrue during an educational leave with pay, the duration of which exceeds fifteen (15) calendar days. The employee shall be responsible for all costs for courses necessary for maintenance of professional licenses and certificates.

Section 7.

Any time proclaimed by the Governor as a leave of absence with pay which is intended to apply to employees covered by this Agreement.

Section 8. Pre-Retirement Counseling Leave.

Within ten (10) years of the employee's compulsory retirement date, or within one (1) year of the date upon which federal reduced retirement benefits would first be available, each employee shall be granted up to three and one-half (3-1/2) days leave with pay to pursue bona fide pre-retirement counseling programs. The employee shall request the use of leave provided in this article at least five (5) days prior to the intended date of use. Authorization for use of pre-retirement counseling leave shall not be withheld unless the Agency determines that the use of such leave shall handicap the efficiency of the employee's working unit. When the dates requested for pre-retirement counseling leave cannot be granted for the above reason, the Agency shall offer the employee the choice from three (3) other sets of dates. The leave herein discussed may be used to investigate and assemble the employee's retirement program, including PERS, Social Security, Insurance and other retirement income.

Section 9.

On recognized federal and state election days, the work will be arranged to allow the employees the opportunity to vote.

Section 10. Family Medical Leave of Absence.

The employer shall grant family medical leave of absence in accordance with State and Federal Law, and employees shall first use sick leave in accordance with Article 36, then use Accrued Leave in accordance with Article 30B. Employees who have forty-eight (48) or more accrued hours of sick leave at the time they receive approval for an FMLA leave may retain up to twenty-four (24) hours of sick leave before being required to use Accrued Leave or going to without pay status. For leave without pay, refer to Article 35.

ARTICLE 35 - LEAVES OF ABSENCE WITHOUT PAY

Section 1.

Application for leave of absence without pay will be in writing and submitted to the immediate supervisor. Employees requesting such leave shall provide the employer with as much advance notice of the need for such leave without pay as possible. It is desired by the parties that in every instance where an employee has advance notice of more than five (5) days that a minimum of five (5) days notice be given.

Section 2.

In instances where in the opinion of the Agency the work of the agency shall not be handicapped by the temporary absence of an employee, the employee may be granted a leave of absence without pay or educational leave without pay for up to one (1) year, subject to Agency approval. Any authorized leave of absence without pay does not constitute separation from State service.

Section 3.

Time spent on leave without pay in excess of ninety (90) consecutive calendar days shall not be considered as service in determining the employee's eligibility date for a salary increase unless such time has been spent on leave resulting from job-incurred disability or military leave consistent with Veterans' Reemployment Rights leave, Title 38, USC Chapter 43. Additionally, the employee shall not be eligible to accrue vacation or sick leave hours.

Section 4.

An employee who has received official notice from the National Guard or any reserve component of the armed forces of the United States shall be given such military leave without pay as may be provided by law. (See also, Article 34, Section 5.)

Section 5. Peace Corps Leave Without Pay.

Upon completion of his/her service in the Peace Corps, a regular employee shall have the right to return to a position in the same classification as his/her last held position and at the prevailing salary rate without loss of seniority or other employment rights.

Section 6. Court Appearance Leave Without Pay.

An employee may request and shall be granted leave without pay for the time required to make an appearance when they are a party, i.e., a plaintiff or defendant, in a civil or criminal court proceeding that is not connected with the employee's officially assigned duties.

Section 7. Parental Leave.

A parent shall be granted a leave of absence without pay for a reasonable period of time, but not to exceed six (6) months, dependent upon Agency work load requirements, to care for a new baby.

Section 8.

a. When an employee has received approval for leave without pay, including Federal Family Medical Leave, that exceeds fifteen (15) calendar days, the employee shall, before being placed on leave without pay status,

1. exhaust all sick leave, if the leave qualifies under Article 36 (except that employees who have 48 or more accrued hours of sick leave at the time they receive approval for an FMLA leave in excess of fifteen days may retain up to 24 hours of sick leave before going to without pay status); and
2. reduce the number of hours of accrued leave to forty (40) hours.

b. Once an employee is on leave without pay status, that status will continue for the duration of the leave, unless a leave bank has been established (Article 30A) or medical status changes.

c. This section shall not be used by employees to circumvent Article 30 (Vacation Leave).

d. In cases where the leave of absence is requested because of medical reasons accompanied by a signed physician's statement, subsection (a)(2) will be utilized at the option of the employee.

e. In cases where the leave of absence is requested because of medical reasons/injuries accompanied by appropriate medical documentation, where the employee's lost wages are covered by other insurance (such as auto accidents), subsection (a)(2) will be used at the option of the employee.

Section 9.

Unauthorized absences of employees from duty shall be deemed to be absence without leave (AWOL) and may be grounds for disciplinary action by the Agency. Employees may be allowed to

cover such absences with appropriate leave if the Agency considers extenuating circumstances existed. An employee who absents him/herself for five (5) consecutive work days without authorized leave shall be deemed to have resigned.

Section 10. Family Medical Leave of Absence.

In addition to Section 8 above, the employer shall grant family medical leave of absence without pay in accordance with State and Federal Law, where an employee has exhausted all paid leave.

Section 11.

Leave without pay provisions shall be applied to FLSA exempt employees in a manner consistent with salary status requirements of the Fair Labor Standards Act.

ARTICLE 36 - SICK LEAVE

Section 1.

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

Section 2.

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

Section 3.

Actual time worked and all leave with pay (except for educational leave) shall be included in determining the pro rata accrual of sick leave credits each month, provided that the employee works thirty-two (32) hours or more in that month. Leave without pay resulting from authorized leave for Union activities or on-the-job injury shall not cause sick leave proration unless that leave extends beyond fourteen (14) days. Employee shall be eligible to utilize sick leave immediately upon accrual.

Section 4.

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, son-in-law, daughter-in-law, or another member of the immediate household) where the employee's presence is required because of illness or death in the

immediate family of the employee or the employee's spouse. The Agency has the duty to require that the employee make other arrangements, within a reasonable period of time, for the attendance upon children or other persons in the employee's care. Certification of the attending physician or practitioner may be required by the Agency to support the employee's claim for sick leave

1. if the employee is absent in excess of seven (7) consecutive days,
2. if the Agency has reason to believe that the employee is abusing sick leave privileges.
3. to determine whether the employee should be allowed to return to work where the Agency has reason to believe that the employee's return to work would be a health hazard to either the employee or to others.
4. in cases of pregnancy, the Agency may require a certificate from the attending physician to determine if the employee should be allowed to work.

Any costs associated with the supplying of a certificate shall be borne by the employee.

Section 5. Sick Leave Usage for Non-Job-Incurred Injury.

An employee's written request to utilize available accrued leave after earned sick leave has been exhausted will be granted by the Agency for extended illness or surgical recovery or death in the immediate family of the employee or the employee's spouse. Such request, including any required physician's slips, shall be submitted within five (5) working days of return to work. Extended illness shall be defined as four (4) work days or more of absence due to illness. When an employee attempts to work during the extended illness, and is too ill to work a full day, the single partial day's absence will count toward the four (4) days to qualify as an extended illness. The Agency may require that the employee provide a statement from the physician of the employee's inability to work before any vacation or compensatory time off is granted. Any costs associated with the supplying of such certificate concerning a non-job-incurred injury or illness shall be borne by the employee. In the event of the 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 leave may be canceled by registered letter to the last known address. Failure to return to work or supply a certificate within five (5) calendar days of delivery or attempted delivery shall be deemed a resignation.

Section 6.

The employee shall have all his/her accrued sick leave credits transferred when the employee is transferred to a different State agency.

Section 7.

If an employee has received a letter of warning or higher degree of discipline, his/her records of unscheduled absences may be used as a basis for disqualifying the employee for transfer as per Article 38 or promotion as per Article 40 to other departments/cottages. A poor record of

unscheduled absences can be cleaned up for such disqualification purposes only, by having no unauthorized leave without pay for six months.

Section 8.

A note from a doctor does not, in and of itself, authorize a leave pursuant to this Article. A verified note from the employee's doctor shall be considered in the decision to authorize leave pursuant to this Article.

Section 9.

a. Once initial trial service has been completed, if sick leave is used to cover the Workers' Compensation waiting period (3 days maximum) which then results in a sick leave without pay circumstance during the period of three (3) full calendar months following the date of return, the amount of leave without pay equivalent to the amount of sick leave used will not result in discipline. This provision of this section only applies to accepted on the job injury claims.

b. Any LWOP incurred due to an on-the-job injury, e.g., SAIF authorized doctor appointment or therapy, shall not result in any discipline or proration.

ARTICLE 37 - WORKERS' COMPENSATION

Section 1. Temporary Modified Assignment While Not Medically Stationary.

If an employee is released by the attending physician for return to a temporary modified assignment, and the employee is not medically stationary but is expected to be able to resume full duties of his/her previous position within ninety (90) days, the Agency shall offer such work as the employee is capable of performing and which as determined by the Agency is available during the ninety (90) day period. Such short term assignments shall be made without regard to procedures for Lateral Transfers (Article 38). If the employee refuses such assignment, the Agency will notify SAIF of the refusal.

Section 2. Rights to Reinstatement, When Medically Stationary.

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

b. Demand for Reinstatement to former position or classification. Upon demand for reinstatement, an employee who has sustained a compensable injury and is medically stationary shall be reinstated to his/her former position, or a position of the employee's choice within the Agency which the Agency determined is available and suitable, provided that the employee is not disabled from performing the duties of such position. The employee shall have the automatic right to reinstatement to his/her former position for a period of three (3) years from the date of injury. The

employee shall have the automatic right to reinstatement to his/her former position for a period of three (3) years from date of injury, as currently provided by Statute. Exception to the three (3) year reinstatement shall be the right to reinstatement to the worker's former position under this section terminates when whichever of the following events first occurs:

1. A medical determination by the attending physician or, after an appeal of such determination to a medical arbiter or panel of medical arbiters pursuant to ORS chapter 656, has been made that the worker cannot return to the former position of employment.
2. The worker is eligible and participates in vocational assistance under ORS 656.340.
3. The worker accepts suitable employment with another employer after becoming medically stationary.
4. The worker refuses a bona fide offer from the employer of light duty or modified employment which is suitable prior to becoming medically stationary.
5. Seven days from the date that the worker is notified by the insurer or self-insured employer by certified mail that the worker's attending physician has released the worker for employment unless the worker requests reinstatement within that time period.

If the statutory requirement changes, the reinstatement right period will be changed to reflect the new statutory period. Reinstatement shall be in accordance with State laws and regulations.

c. Demand for Reinstatement to other position(s) that is available and suitable. Employees requiring a change in work assignment on return from on-the-job injury which is deemed by the attending physician to limit an Employee's work capabilities on a permanent basis for more than ninety (90) days shall be assigned if possible by the Agency in the same classification or a classification in the same salary range which he/she is capable of performing or a higher classification at a higher salary range if the Agency deems appropriate and the Employee is capable of performing the job and is qualified for the job. If not possible, other assignments shall be offered in accordance with State laws and regulations. Employees changing their work assignment under the provisions of this Section are subject to Article 38 (Lateral Transfers) or Article 40 (Promotions) See Letter of Agreement #3. The Union shall be notified of such transfers.

d. Injured Workers (SAIF).

It is the intent of the parties to return injured workers to their original positions when possible.

If the employee is unable to assume the duties of their position because of a work related injury, the injured worker will be placed in seniority order for any vacant and suitable position.

Section 3.

When an employee chooses any of the options #1-3 below, salary paid for a period of sick leave resulting from a condition incurred on the job and also covered by Workers' Compensation, shall be equal to the difference between the Workers' Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued sick leave, and/or vacation leave, and/or compensation time:

Option #1 - An employee may choose to use accrued sick leave during the period in which Workers' Compensation is being received as well as the three (3) day waiting period.

Option #2 - An employee may choose to use other accrued leave during the period in which Workers' Compensation is being received as well as the three (3) day waiting period.

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

Option #4 - An employee may choose not to use any accumulated leave time during the period in which the Workers' Compensation is being received. If an employee chooses this option they will be placed on approved sick leave without pay status.

An employee shall choose which option(s) they want to use within the pay period in which their compensable time loss from work begin. Once they have chosen their option(s), a change in options may not be made during the entire period of time the employee is on compensable injury leave status, except that a change to option 3 will be allowed once if there is a change in medical status or duration of anticipated leave.

When an employee chooses any of the options #1-3 above, and when that accumulated time is exhausted, they will be placed on approved sick leave without pay status during the period in which Workers' Compensation is being received.

Section 4.

The parties recognize the significance of Workers' Compensation programs at Fairview and the need to provide programs and methods to lower risks and costs associated with on-the-job injuries. Therefore, the Agency may establish incentive programs to enhance conditions and improve cost positions at the facility. Policy changes resulting from such activities and any pilot projects establishing incentive programs which include any monetary or financial rewards shall be bargained with the Union prior to implementation but otherwise in accordance with the provisions of Article 1, Section 5 of this contract.

ARTICLE 38 - TRANSFERS WITHIN CLASS

The purpose of this procedure is to provide an orderly means for employees to request transfers to vacant positions in the bargaining unit in the same classification.

Section 1. General.

- A. This procedure applies only to transfers of regular status employees to fill vacant positions.
- B. This procedure will be used as the first step in filling all vacancies in the Agency.
- C. A vacancy shall be defined as an unfilled position the Agency intends to fill.
- D. In Section 2 (A and B) the employee with the greatest seniority with the Agency shall be selected unless the employee is disqualified by the Agency for job-related reasons.
- E. Bidding employee must be able to perform the essential functions of the job.**

Section 2. Procedure.

- A. Class Transfer Within Department/Cottage.
 - 1. Regular status employees with the department or cottage where the vacancy occurs shall have first chance for the vacancy. However, an employee transferring into a cottage/department shall be allowed to bid future transfers within the cottage/department but his/her bid shall be considered last for a period of six (6) months. Future transfer bids within cottage/department shall be considered last for a period of ninety (90) days. **Any movement resulting from rebid/cottage closure process will not effect bidding rights on future vacancies in the cottage/department.**
 - 2. If the most senior employee is denied a lateral transfer, he/she shall receive a written explanation of the denial, upon request.
 - 3. The department head/cottage manager concerned shall post vacancies in their respective department/cottage for a minimum of three (3) days, or four (4) days where employees work an irregular work schedule. All vacancies posted shall include information regarding the vacant position's shift, days off, work area (where appropriate) and general summary of duties.
 - 4. The department head/cottage manager concerned shall:
 - a. Fill the vacancy with a regular status employee and report the resulting vacancy to the Personnel Department, or,
 - b. In the event no regular status employee applies for the vacancy or all are disqualified, the vacancy shall be referred to the Personnel Department.
- B. Class Transfer to Another Department/Cottage. (See Letter of Agreement #2)
 - 1. Vacancies not filled by regular status employees in the department/cottage shall be referred to the Personnel Department.

2. The Personnel Director shall maintain lists by department or cottage (and shift) of regular status employees who desire interdepartmental class transfers. If an appropriate list exists, the Personnel Director will refer names, in seniority order, from that list to the department head/cottage manager holding the vacancy.

3. At the time a list (as described in Section 2, B, 2 above) is sent to the employing supervisor, announcement will be made via the Personnel Department bulletin board (posting to remain up for five (5) days) regarding the classification of the vacancy, employing supervisor, and date the list was referred.

4. The department head/cottage manager shall either:

a. Fill the vacancy, or

b. In the event no regular status employee is applying for the vacancy, or those who apply are disqualified, the Agency shall fill the vacancy using other procedures.

Section 3. Instructions to Employees Desiring Transfers to Other Departments/ Cottages.

A. All requests for transfer to other departments/cottages shall be submitted to the Personnel Director in writing. These requests will be valid for six (6) months from the date of request at which time they will be pulled from the transfer list. Personnel will send these pulled cards to the AFSCME Council 75 Office weekly. Forms, in duplicate, shall be available in the employee work areas and the Personnel Department.

B. Where vacancies may occur at varying locations and/or shifts, the transfer requests must include the location and shift desired.

C. Requests for transfer may be submitted in unlimited numbers and at any time. However, only those requests on file at the time the Personnel Department is advised of the vacancy will be forwarded for consideration in filling the vacancy.

D. An employee's request for transfer can be withdrawn prior to the employee being offered a transfer. If a transfer is offered the employee has no right to refuse the transfer.

Section 4.

When it is necessary to fill a vacancy through an involuntary transfer because no volunteers are available, and Agency operating requirements necessitate an employee being assigned, the junior employee in the work unit will be assigned. The employee will be given ten (10) working days notice before being assigned.

Section 5.

Assignments of trial service employees for on the job training may be made without regard to provisions of this article.

Section 6.

The provisions of this article are modified by Letter of Agreement #2.

ARTICLE 38A - VOLUNTARY DEMOTIONS

A voluntary demotion can only occur if there is a vacant position. If an employee wants to voluntarily demote, the following procedure will occur:

Section 1. Demotion Within the Cottage/Department.

The vacant position will be offered to regular status employee currently in that classification and in that work unit as per Article 38. Before sending notice of a vacancy in that work area, to the Personnel Department, the employee desiring the demotion shall be offered the remaining position.

Section 2. Demotion Outside of the Cottage Department.

An employee desiring to demote out of his/her work area, shall submit his/her name to the Personnel Department and will be selected in seniority order in the transfer preference system with other qualified employees, pursuant to Article 38.

ARTICLE 39 - ADMINISTRATIVE TRANSFERS

Section 1.

This Article applies to administrative transfers of regular status employees from one position to another position in the same classification.

Section 2.

The Agency shall not arbitrarily transfer an employee for disciplinary reasons.

Section 3.

When it is necessary to fill a vacancy through an administrative transfer because of Agency operating requirements, the Agency shall assign the most junior qualified employee in the work unit. The employee shall be notified ten (10) days before the transfer occurs.

Section 4.

When, in the opinion of the Agency, it becomes necessary to administratively transfer a particular employee, the Agency shall notify the employee and the Union of the transfer and the reasons for it. The Union shall be notified before such transfer occurs. The Agency shall not transfer an employee for arbitrary or capricious reasons.

Section 5.

When a vacancy occurs in the work unit from which the employee was transferred and is not filled by a regular status employee within the work unit from which the employee was transferred, he/she will have first priority of filling said vacancy if the employee is on the Agency transfer list for that work unit. Periodic inquiries will be made by the Agency to ascertain the employee's desire to stay on the administrative transfer back list. However, no employee will be removed from the involuntary transfer back list without their written authorization.

ARTICLE 40 - PROMOTIONS

Section 1.

The Agency desires to fill vacancies with the best qualified applicants available. Within that context, the Agency intends to insure that protected classes are given an opportunity to compete for all promotional openings within the bargaining unit. Subject to the requirements of affirmative action and equal employment opportunity, if two (2) or more employees are equally qualified for the position, which qualifications will include but not be limited to work performance and work history, the promotion shall be given to the employee who has the greatest seniority with the Agency.

Section 2.

When the Agency determines it is reasonable to expect that current employees would qualify for a vacancy in the bargaining unit the Agency intends to fill, the Agency agrees to conduct an agency promotion recruitment as the first method of filling the vacancy. If a promotion list for a position does not exist, the Agency shall announce and open the list before filling the position.

Section 3.

Where the Agency has conducted an open competitive recruitment for a bargaining unit position the Agency intends to fill, and current employees appear on the resulting list, such employees will be considered prior to outside applicants.

Section 4.

Agency promotion lists (per Section 2 above) shall be established by classification and consist of the names of all employees of the Agency who have passed the appropriate promotion test.

Section 5.

When an employee is denied a promotion, he/she has the right to establish with the hiring authority a mutually agreeable time, date and place to discuss the matter. If the employee is still unsatisfied with the decision he/she may file a grievance under Article 13 of the contract.

Section 6.

The Agency shall post all opportunities for examination on the Personnel Department bulletin board and send copies to work units as they occur.

ARTICLE 41 - JOB SHARING

Section 1.

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

Section 2.

Job sharing is a voluntary program. Any employee who wishes to participate in job sharing may submit a written request to their immediate supervisor to be considered for a job share position. The immediate supervisor shall determine if job sharing is appropriate for a specific position. The requesting employee shall be responsible for recruiting another employee for the job share position. The Agency Personnel Department will maintain a list of employees requesting to job share, and upon request will give the list to employees requesting to job share.

Section 3.

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

Section 4.

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

Section 5.

If one job share employee vacates the position, or if a vacancy exists and if the immediate supervisor determines that job sharing is not appropriate for the position, or if the employee

remaining is unable to recruit qualified Agency employees, in the opinion of the Agency, for the job share position, the remaining employee shall have the right to assume the position on a full-time basis. Upon approval of the immediate supervisor, the remaining employee may elect to transfer to a vacant part-time position in the same classification or to voluntarily demote. If the above conditions are not available or not acceptable, the employee agrees to resign.

If during the event of downsizing/layoff, a job share position is transferred on a nonvoluntary basis the transfer shall not affect the job share status unless this is not possible due to operational need.

ARTICLE 42 - RECLASSIFICATION PROCEDURE

The parties shall use the following procedure to process reclassification requests.

Section 1.

The Agency shall furnish class specifications at the request of the Union or the employee.

Section 2.

When an employee requests, in writing, that his/her position be reviewed for reclassification, the employee shall submit a completed Position Description Form and written explanation for a proposed reclassification request to the Personnel Director.

Section 3.

The Agency shall conduct a classification audit and review the merits of the request.

a. If the Agency determines a reclassification is justified, it shall notify the employee and forward the request to the Mental Health Division within thirty (30) days after receiving the request.

b. If the Agency determines a reclassification is not justified, written notice shall be given to the employee within thirty (30) days after receiving the request.

Section 4.

When the Agency determines that a reclassification is justified, the employee will be paid Work Out of Classification from the date of his/her written request for reclassification and the Agency shall submit the reclassification for budget approval. The Work Out of Classification pay will be adjusted so that the employee will not, at any time during the reclassification process, receive more than he/she would be entitled to once the reclassification is finalized.

A. If the reclassification is approved, retroactive pay back to the date of the employee's request will be paid if the employee has been performing the work in question for that period of time. The pay will be offset by Work Out of Classification received under this Section, as set out above.

The anniversary date for future step increases shall be established as the first of the month following twelve (12) months in the new class.

B. If the reclassification is not approved, the Agency will change the duties of the employee to conform to the prior class. In such instances, the employee will be paid Work Out of Classification for the period of time from the date of his/her written request for reclassification until the higher levels are removed.

Section 5.

Any employee reclassified downward will retain their current rate of pay in the previous classification. It shall remain at that rate until a rate in the salary range of the new classification exceeds it, at which time the employee's salary shall be adjusted to that step and the salary review eligibility date shall be established one (1) year from that date, provided the employee is not at the maximum of the salary range to which the employee was reclassified. When a position is reclassified to another class with the same pay level or to a class that carries a lower salary range, the employee occupying that position shall be accorded corresponding employment in the new classification.

Section 6 .

Any employee reclassified upward shall move into the new range at the closest step that is higher than their current rate.

Section 7 .

If an employee is involuntarily classified downward or an employee's reclassification request is denied, the employee may appeal the decision to binding arbitration under this Article of the Agreement. The appeal must be in writing and sent to the Labor Relations Division of the Department of Administrative Services within fifteen (15) calendar days of the date of the Agency's decision or the date that decision was due. The appeal must state the reasons why the decision was inappropriate. If the arbitrator finds the Agency's decision inappropriate, his/her authority shall extend only to referring the issue back to the Agency for reconsideration. The Arbitrator shall have no power to substitute his/her discretion for the Agency's discretion on classification matters. The Arbitrator shall retain continuous jurisdiction over reconsideration decisions by the Agency under the same standards as set forth above in this Section. This Section shall supersede Section 7 of Article 13 (Grievance Procedure) on the delineation of the Arbitrator's authority on matters addressed in this Article.

ARTICLE 43 - REVIEW OF CLASSIFICATION SERIES

Section 1.

It is agreed and understood that procedures for establishing new proposed classifications and for material revision of existing classifications will provide reasonable opportunity for review and input by the Union prior to implementation.

Section 2.

The parties shall negotiate the salary range for new and materially revised classifications.

Section 3.

Implementation of a salary adjustment or rate change agreed upon in the salary negotiations shall be effective the first of the month following legislative approval of the negotiated salary, unless otherwise specified in the negotiated agreement.

Section 4.

The Union may recommend classification studies to be conducted by the Human Resource Management Division including the reasons for the need for such studies.

ARTICLE 44 - LAYOFF

(This Article modified by Letter of Agreement #2)

The following procedure applies only to bargaining unit members employed at Fairview Training Center and further precludes bargaining unit employees of all other state agencies from displacing any Fairview bargaining unit member. There shall be no cross-bumping between bargaining units in the Mental Health Division.

Section 1.

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

Section 2.

Employees shall be laid off and service credits recorded within the following categories: permanent full-time; and permanent part-time.

Section 3.

The layoff procedure shall occur in the following order:

- a. The Agency shall determine the specific positions to be vacated.
- b. Temporary employees and "Relief Staff" working in the classification in which a layoff occurs shall be terminated.

c. Initial trial service employees shall be laid off in least service credit order.

d. Promotional trial service employees may displace promotional trial service employees with less service credits in the same classification; demote into a prior held classification and displace a permanent, full-time employee who has the least service credits provided that he/she has exhausted options for placement under this Section and meets any minimum or special qualifications for the position. Part-time promotional trial service employees may not displace any permanent full-time employees.

e. Permanent, full-time, regular status employees may displace permanent, full-time or permanent, part-time employees in the Agency with less service credits under the options specified in Section 3d. Permanent, part-time employees may not displace any permanent, full-time, regular employee.

Section 4.

When an employee is notified of Fairview Training Center's intent to lay him/her off:

a. An employee first must choose either to:

1. Be laid off; or
2. Displace another employee;

and shall communicate the choice in writing to the Personnel Director of the Agency within seven (7) days from the date of receipt of the written layoff notice.

b. The process ends if the employee chooses to take the layoff.

c. If the employee chooses to displace, he/she shall be placed in the position occupied by the employee having the least service credits in his/her current classification for which qualified. An employee exercising this option must meet the minimum qualifications of the position as stated in the class specifications plus any special qualifications stated in the position description and must be capable of performing the specific requirements of the position within two (2) weeks. The Agency shall determine if the employee is capable of performing the duties. If the employee cannot meet these requirements, he/she shall be entitled similar consideration to the position with the incumbent having the next highest service credits in the classification and so on.

d. If there is no position for which the employee is qualified in his/her classification, the employee may choose to be laid off or demote as outlined below:

The employee shall be able to demote to a specific position as follows: The employee shall be placed in the first position for which they qualify, as defined in subsection c. above, in the classification which is closest to their salary range and

- (1) displace the least service credit employee in the next lower class;
- (2) the employee shall only be eligible to displace another employee with lower service credits;
- (3) if the employee qualifies to bump into several lower classes having equal salary range, the employee will displace the lowest service credit employee in that group of classes.

Section 5.

Any employee displaced by another employee in the Agency exercising his/ her option under Section 3 may exercise the options available under Section 4.

Section 6.

Employees filling job share positions which total one (1) full-time equivalent shall be considered as one (1) full-time equivalent. Service credits shall be determined by averaging the two individual scores and the two individuals will be treated as one. Employees sharing a job share position and who elect not to be treated as one (1) full-time equivalent shall be considered part-time employees.

For purposes of computing service credits, the following system shall be used:

a. Credit one (1) point for each full month of continuous service (except as a temporary employee) with the State. Effective May 1, 1997, a break in services is a separation from the service for more than two (2) years for purposes of service credit calculation (not seniority). If any employee subsequently returns to employment he/she shall not regain previously accrued service credit. Periods of authorized leave without pay will be deducted from the service credit calculation. All part-time service shall be credited on a prorated basis. When a layoff is announced, service credit scores will be frozen on that date until layoff and any subsequent "bumping" activity is completed.

b. If two (2) or more employees have equal service credit, the tie shall be broken as follows:

1. Length of continuous service in Agency.
2. Length of continuous service in the classification.
3. Length of continuous state service.

If ties between employees still exist, the order of layoff shall be determined by the Agency in such a manner as to conserve for the Agency the service of the most qualified employee.

Section 7.

Laid off employees shall be recalled to work in the service credit order of layoff within the classification previously held providing the Agency determines they are capable of performing the duties of the position available. Employees may remain on layoff for up to two (2) years and shall not lose previously accrued seniority when reemployed within two (2) years. If an employee is certified from the Agency layoff list and is offered a position in the class from which he/she demoted or was laid off, and he/she refuses the position, the employee's name shall be removed from the list.

An employee who is laid off during promotional trial service and then recalled within one (1) year will be required to complete his/her remaining months of trial service. Such employees who are recalled after one (1) year will be required to complete three (3) months of trial service regardless of the actual number of months served before being laid off if returned to the same classification and same work unit. Employees returned to the same classification but a different work unit will be required to complete six (6) months of trial service in accordance with Article 16 provisions.

Section 8 .

Any temporary interruption of employment because of lack of work or unexpected or unusual reasons which do not exceed fifteen (15) consecutive days, shall not be considered a layoff if, at the termination of such conditions, employees are to be returned to employment. Such interruptions of employment shall be recorded and reported as leave without pay; however, such reduction in salary will not be made for an FLSA exempt employee except for full work week increments. Employees affected by a temporary interruption of employment shall be released by agency seniority within the affected work unit.

Section 9.

Any employee laid off shall be paid for all accrued vacation and compensatory time at the rate being earned at the time of layoff.

Section 10.

Regular status employees laid off shall be placed in order of service credits on the Agency Layoff List and be placed on the Reemployment Register for the class in which the layoff took place.

Section 11.

Whenever there is a vacancy the Agency intends to fill, the Agency Layoff List, if one exists for that classification, shall be used after the lateral transfer procedure has been used.

ARTICLE 45 - SENIORITY

Unless otherwise indicated in this Agreement, seniority means continuous service with the Agency. Except for job incurred injury, all leave without pay that exceeds ninety (90) calendar days shall be deducted from the computation of continuous service. Continuous service means

uninterrupted employment with the Agency except for layoff. An interruption in service may occur only through dismissal or resignation. Seniority lists shall be prepared by the Agency, updated periodically, and made available in each work site.

ARTICLE 46 - TRAVEL, MILEAGE AND MOVING EXPENSE REIMBURSEMENTS

1. Travel, mileage and moving expense reimbursement shall be as established in the General Travel Rules adopted by the Oregon Department of Administrative Services State Controller's Division, Oregon Accounting Policy Manual. In accordance with ORS Chapt. 243 et seq. (SB 750), the Employer will provide the Union with notice of any change in the policy which involves a mandatory subject of bargaining.
2. Notwithstanding #1, above, expenses for meals will continue to be reimbursed when the employee is responsible for providing a meal for an individual who is in the care, custody, or control of the state.
3. Moving costs shall be reimbursed when an employee is relocated, when the old and new official stations are thirty-five (35) miles or more apart, and when such moves establish the employee's principal residence within thirty-five (35) miles of the new official station.
4. All employees required to travel as part of their work assignment shall be eligible for Employer-sponsored State of Oregon corporate travel credit cards. When travel is necessary to an area where few, or no, establishments honor the State of Oregon corporate travel credit cards, the Agency will provide for cash advances when necessary.
5. Employees will be reimbursed for expenses no later than two (2) weeks from the date that proper and complete documentation is submitted to the Agency Accounting Office.

ARTICLE 47 - PERSONAL PROPERTY REIMBURSEMENT

Section 1.

When an employee submits a timely claim involving personal property damaged by a client which is complete as prescribed by the Department of Administrative Services, the Agency shall submit the claim to the Department of Administrative Services no later than seven (7) calendar days from receipt of the claim for necessary approval and payment pursuant to Department of Administrative Services Administrative Rule #15.045.01 in accordance with ORS 293.300 and 179.210-.250.

In instances when an employee participates in a client activity where dress clothing is more appropriate than regular work attire and such clothing or outer wear is damaged by a client and the approved claim exceeds the current limits of the Department of Administrative Services Administrative rule, such employee may request consideration for further reimbursement from the Agency. Special circumstances will be considered. The amount of additional compensation, if any, is the prerogative of the Agency and cannot be grieved.

The Agency shall provide information and assistance to employees in submitting claims to the Department of Administrative Services and Risk Management. A packet of information shall be provided to employees who report damage of personal property by clients.

On those claims where the Agency finds that negligence is not clearly established, the claims shall be referred to a subcommittee (equal representation) of the Labor-Management Committee for further fact-finding. The subcommittee's fact-finding report will be submitted to Risk Management with the claim. Whenever possible, the Agency will request that a representative of DAS Risk Management Division meet with any employee whose request for reimbursement has been denied.

ARTICLE 48 - STATE CARS AND MILEAGE REIMBURSEMENT

Section 1.

No employee shall use his/her private vehicle in the pursuit of official business without the specific authorization of the Agency.

Section 2.

Effective 10/1/97 authorized private vehicle usage shall be reimbursed at thirty cents (\$0.30) per mile. This amount shall not be more or less than that in the Department of Administrative Services State Travel Policy.

Section 3.

Employees shall report in writing any unsafe vehicle to the Travel/Transportation Supervisor or designated agency personnel. The report shall contain the license number of the vehicle, date of occurrence, and the details concerning the unsafe condition.

ARTICLE 50 - ABUSE PREVENTION

The Agency and the Union recognize that creating a safe living environment for all clients is of primary importance to the mission of Fairview Training Center. The Agency and the Union agree that they will work together to eliminate all client abuse.

Section 1.

If an Incident Report is received by the Agency which reflects critically against the employee, the Agency shall notify the employee at the earliest practical time unless premature notification could prejudice a criminal investigation.

Upon request, the employee may inspect an Incident Report involving him/her unless such inspection could prejudice a criminal investigation.

If the MHDDSD finds that the abuse allegation is unsubstantiated, the employee shall receive a letter of exoneration from the Agency, unless it is prohibited from doing so by Oregon Administrative Rules.

Section 2.

The Agency and Union shall work together to continuously improve inservice training, mandatory to all employees on the identification and the prevention of abuse in keeping with the recognition of client value and importance.

In addition, the parties shall work to continuously improve and offer to all staff specialized training in the area of client behavior modification and diversion techniques, and client psychopathology.

ARTICLE 51 - SAFETY

Section 1.

The Employer agrees to provide a safe and healthy work environment insofar as practicable.

Section 2.

Proper safety devices and clothing shall be provided by the Agency for all employees engaged in work where such devices are necessary. Such equipment and clothing, where provided, must be used.

Section 3.

If an employee claims that an assigned job or assigned equipment is unsafe or might unduly endanger his/her health and, for that reason refuses to do that job or use the equipment, the employee shall immediately give the reasons for this conclusion to his/her supervisor, in writing, and shall request an immediate determination by a representative of the appropriate governmental agency as to the safety of the job in question. A Union Steward shall accompany the governmental agency representative and employee during this determination.

Section 4.

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

Section 5.

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

Section 6.

The Union's President or designee shall have the opportunity to present information and participate in discussions with the Agency's Safety Committee at their monthly meeting. The Union will be notified five (5) days before the scheduled meeting.

Section 7.

The Agency will continue to provide existing space to permit ill or injured employees to lie down until disposition of need.

Section 8.

Safety grievances filed in accordance with Article 13 "Grievance Procedure" shall be filed on a special color coded grievance form to signify the importance of expedited handling.

Section 9.

Two (2) Agency Safety Committee members (one from Management and one from the Union) shall be ex officio members of the Agency Infectious Disease Control Committee. The ex officio members will take any concerns or disagreement with the committee first to the committee chair and then, if necessary, to the Superintendent of Fairview Training Center before sharing their concern(s) or disagreement with the Safety Committee.

Section 10.

If a cottage has a resident who has infectious parasites, the Agency shall post color coded notification near the cottage entrance.

Section 11.

The Safety Committee shall review upcoming training opportunities related to occupational health and safety and shall identify participants to attend relevant conferences on the Employer's time.

Section 12.

Whenever the Agency purchases a Video Display Terminal from outside of state government, the Agency will use the Oregon Department of Consumer and Business Services guideline on VDTs entitled "VDTs -- Guidelines for Use in the Workplace." When the Agency purchases used VDTs, it will make reasonable efforts to follow DCBS guidelines.

ARTICLE 52 - UNIFORMS AND PROTECTIVE CLOTHING

Section 1.

If the Agency requires, as a condition of employment, that a uniform be worn, the Agency shall provide and maintain it. Where the Agency provides protective clothing such as coveralls, aprons, boots, rain gear, such protective clothing may be marked with an individual employee's name when it is being routinely utilized by that individual but shall remain the sole property of the Agency.

Section 2.

Protective clothing as prescribed by the Department of Insurance and Finance rules or presently provided by the Agency shall be continued, provided there is a continued need for such protective clothing.

Section 3.

a. All required tools shall be furnished as determined by the Agency. Employees shall not be permitted to use any tools, other than those provided by the Agency in connection with their work. All tools on the Agency premises shall be deemed to be Agency property.

b. Employees shall take proper precautions to protect the tools provided to them from loss or damage. Such loss or damage must be reported promptly to the supervisor in charge. Periodic inspection of all tools, hand or power driven, shall be made by or at the direction of the Agency.

ARTICLE 53 - CONTACT WITH AGGRESSIVE CLIENTS

Section 1.

When a client physically assaults an employee, the employee shall immediately report the incident in writing to his/her supervisor. In the absence of the supervisor, the incident shall be reported immediately to the next higher level supervisor.

Section 2.

The written report shall be forwarded to the Inter-Disciplinary Team (IDT) for review. The employee involved shall be advised of the date the IDT will meet to discuss the aggression report, and may attend the meeting if he/she so desires. If the employee is denied access to the meeting, the Deputy Superintendent shall be immediately notified. Attendance by the employee will be paid time only if the meeting happens to occur during the employee's regular work schedule. If the meeting is scheduled on the employee's off-duty time, at least two (2) members of the IDT shall verbally communicate with the employee prior to the full IDT meeting. If the employee works either a day or swing shift schedule, every attempt shall be made to have the meeting on the employee's work time. The employee shall receive a copy of the IDT's recommendations.

Section 3.

The Agency recognizes that adversarial relationships may exist between clients and employees. When a complaint is filed by a client against an employee, prior to referring the complaint to MHDDSD Office of Client Rights, the Agency will investigate to determine if an effort is being made to falsely discredit the employee. Recognizing that such a complaint can adversely affect the reputation of the accused employee, the Agency shall give priority to such investigations and promptly report the results to the employee.

Section 4.

The Agency shall make available all information regarding clients assigned to the work unit. If an employee who normally does not work on the cottage, visits it for purposes of carrying out assigned duties, the employee may contact the person responsible for the shift to inquire about any clients who may be dangerous.

Section 5.

The parties agree that the concerns surrounding the issues addressed in this Article shall be addressed by the Labor/Management Committee which shall recommend quality improvements to the Superintendent.

ARTICLE 54 - CONTACT WITH DANGEROUS SUBSTANCES

If in the conduct of official duties the employee has potential for contact with toxic and harmful substances, the employee will be provided with regular medical monitoring as required by Administrative Rule under the Oregon Safe Employment Act at no cost to the employee, and without deduction from accrued sick leave for leave time taken.

ARTICLE 55 - EMERGENCY MESSAGE PROCEDURE

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

ARTICLE 56 - DRESS CODES

There shall be no dress codes in the Agency except for health, sanitation or safety reasons. Clothing displaying profane statements will not be allowed.

ARTICLE 57 - RECOUPMENT OF WAGE AND BENEFIT
OVERPAYMENTS/UNDERPAYMENTS

Section 1. Overpayments.

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

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

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

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

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

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

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

Section 2. Underpayments.

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

B. This provision shall not apply to claims disputing eligibility for payments which result from this agreement. Employees claiming eligibility for such things as leadwork, work out

of classification pay or reclassification must pursue those claims pursuant to the timelines elsewhere in this agreement.

ARTICLE 58 - EMPLOYEE IDENTIFICATION

Section 1.

Upon request, each direct care employee will be issued an employee identification card.

Section 2.

This identification card is the property of the Agency.

Section 3.

Employees who lose their identification card may replace it by requesting that a new card be issued. The fee for replacement of the card is five dollars (\$5.00).

Section 4.

Employees will return this card prior to separation from employment. Failure to return the card prior to separation will constitute reason for withholding of the final paycheck while the replacement fee is assessed or until it is paid.

ARTICLE 59 - MEDICAL EXAMINATIONS AND IMMUNIZATIONS

It is agreed that if, in the conduct of official duties, an employee is exposed to serious communicable diseases which would require immunization or testing, as determined by the institution physician or public health officer in charge, the employee shall be provided immunization against or testing for such communicable diseases without cost to the employee, where immunization would prevent such disease from occurring. An employee shall be granted required time off with pay for the immunization or testing, at a medical facility of the Employer's choosing. Transportation for such service shall be provided by the Agency if the service is not available at the Agency.

The Agency shall provide free flu shots to all employees who request on an annual basis, in an effort to reduce absenteeism.

ARTICLE 60 - TRAINING AND EDUCATION

Section 1.

The Agency will pay incurred tuition/registration and allowable travel expenses and salary when the Agency directs an employee to attend training. Subject to funding and staffing needs, employees may request agency sponsored training and will be considered based on job relatedness with the employee's current position. The Agency shall make available all relevant training and

education opportunity information that it has available to it and will post such information on Agency bulletin boards.

Section 2.

Subject to Agency operating requirements, employees may be granted time off with pay to take job related education courses or training sessions.

Section 3.

The Agency will consider the Union education committee's written input on the development of new inservice training programs. The committee may, upon request, review and obtain appropriate training materials and information.

Section 4.

A. Employees shall be responsible for all costs of courses necessary for maintenance of professional licenses and certificates which were a condition of employment at date of hire.

B. The Employer shall be responsible for all costs associated with the initial or maintenance of professional licenses and certificates which were not a condition of employment at date of hire, but are the result of a change in duties initiated and required by management. This does not include licensing or certification changes beyond the control of the Agency.

C. The Agency will facilitate continuing education opportunities for all employees by permitting flexible schedules and altered work weeks, as feasible, on a first-come, first-served basis. See Letter of Agreement #2.

Section 5.

All employees shall have the equal opportunity to apply for and be considered for all Agency training programs regardless of current classification. Participation shall be based on (1) relevance to current job duties, (2) relevance to promotional opportunity, (3) staffing/budget needs and FLSA liability.

Section 6.

Effective January 1, 1995, employees in the classification of Custodian who are at the maximum step in the salary range will be eligible to attend the basic training for direct care staff at Fairview on the employer's time as follows:

- A. On a voluntary basis, in order of request, as training and relief coverage is available.
- B. One employee at a time.
- C. Requested and approved in advance of the training.

D. Ties will be broken by seniority if requests are received at the same time.

In addition, the employer agrees to hire a temporary employee to serve as additional relief for the initial 90 days so, for that period of time, two employees per scheduled class are able to attend.

ARTICLE 61 - PERSONNEL RECORDS

Section 1.

For purposes of this Article, "Personnel Records" do not include records of an individual relating to the conviction, arrest or investigation of conduct constituting a violation of the criminal laws of this state or another state or the United States, or confidential reports from previous employers.

Section 2.

At the request of an employee, the Agency shall provide reasonable opportunity for the employee to inspect, at the place of employment or place of work assignment, or obtain copies of, those personnel records of the employee which are used or have been used to determine the employee's qualification for employment promotion, additional compensation, or employment termination or other disciplinary action. No grievance material shall be kept in the personnel file.

Section 3.

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

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

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

Section 4.

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

Section 5.

An employee may include in his/her personnel file, copies of any relevant material he/she wishes, such as letters of favorable comment, licenses, certificates, college course credits, or any other material which relates credibility on the employee. Material reflecting caution, consultation, warning, admonishment or reprimand shall be removed from the personnel file after two (2) years upon request of the employee, and given to the employee. Such material, over two (2) years in age, may not be used by the Employer as the basis for subsequent disciplinary action, provided there has been no discipline of a similar nature in the intervening two year period. 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 may be permitted when requested by the employee and if approved by the appointing authority.

Written reprimand for attendance will be removed from the file after the employee has completed six consecutive months of service with no unscheduled absences and accrued at least forty hours of sick leave.

ARTICLE 62 - INCLEMENT WEATHER/ROAD HAZARDS

Section 1.

When, in the judgment of the Agency, weather conditions require the closing or curtailing of operations after the employee reports to work, the employee shall be paid for the remainder of his/her work shift. Nothing in this section shall preclude the authority of the Agency to reassign employees to other work for the balance of the shift.

Section 2.

When individuals are late due to inclement weather, they shall be allowed to work over to fill their regular length of shift, if they so desire, provided that, in the opinion of the Agency, there is appropriate work available that the employee could be assigned based on the Agency's operating requirements. The employee may request this arrangement from his/her supervisor. All work locations will forward a list of employees requesting to work over to the Personnel Office or grounds supervisor for compilation. The employee agrees to waive any and all penalty payments as a result of making up such work hours. If the Agency determines there is no work available, the employee shall be on leave without pay for the hours not worked on his/her regular shift. When individuals are unable to report to work because of inclement weather, time lost is considered approved leave without pay. Employees may request and shall be allowed to use accrued vacation or compensatory time.

Reduction in pay will not be made for FLSA exempt employees except for full work week increments.

Section 3.

When individuals are late due to road closure or traffic curtailment, they shall be allowed to use accrued leave to cover the absence.

ARTICLE 63 - RETURN TO CLASSIFIED SERVICE FROM EXEMPT OR UNCLASSIFIED SERVICE

Section 1.

Voluntary demotion of a Management Service employee to a position in the bargaining unit will not occur until the provisions of Article 38 (Transfers Within Class) which affect lateral transfers have been completed. After compliance with Article 38, the Management Service employee may voluntarily demote into the bargaining unit before provisions of Article 40 (Promotions) must be considered.

Section 2.

After termination of Unclassified or Exempt Service or removal from the Management Service, for reasons other than specified by ORS 240.555, an employee may be restored to a classification or equivalent to the predecessor classification in which he/she held full-time, regular status in the Agency prior to appointment to the Unclassified, Management or Exempt Services. To be restored, the employee must meet position qualifications and shall be subject to the Agency Collective Bargaining Contracts where applicable; that is to say Article 44 (Layoff) of the Collective Bargaining Contract.

ARTICLE 64 - AVAILABILITY OF THE PARTIES TO EACH OTHER

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

ARTICLE 65 - NEGOTIATIONS

The Employer agrees to release up to eight (8) employees without loss of pay, provided they are not from the same work unit, for attendance at negotiating sessions during the period of negotiations for a successor Agreement. Negotiations shall be conducted during normal working hours unless otherwise agreed upon. The employee must give prior notice to the supervisor and attendance records will be mutually maintained by management and AFSCME negotiators. The Employer will not incur an overtime obligation as a result of employees participating in negotiations, nor will an employee receive compensation for attending negotiating sessions scheduled during that person's normal days off. While not obliged to do so, an employee may request to have his/her shift preadjusted so that his/her shift or portion of shift may be more compatible with prescheduled negotiation hours.

The Union agrees that the number of paid negotiators for mid-term bargaining in accordance with Article 1 shall be limited to the actual need of each particular session up to the above, but not automatically the above number.

ARTICLE 66 - LEGISLATIVE ACTION

Section 1.

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

Section 2.

Upon signing this Agreement, both parties shall promptly submit, and jointly recommend to the Legislative Assembly or the Emergency Board, the passage of the funding necessary to implement this Agreement, as well as any changes in statute which may be required to accomplish that purpose.

Section 3.

Should the Legislative Assembly or the Emergency Board fail to enact or adopt matters submitted to them under the preceding Section, then the Employer and the Union shall immediately meet, negotiate and agree on modifications or substitutions for the affected portion or portions of this Agreement pursuant to the procedures provided by Article 67 (Savings).

Section 4.

Nothing in this provision shall be construed as to require the Governor to call a special session of the legislature.

ARTICLE 67 - SAVINGS

In the event any provision of this Agreement is declared invalid by any court of competent jurisdiction or by ruling of the Employment Relations Board, then, only such portion or portions shall become null and void and the balance of the Agreement shall remain in effect. The Employer and the Union agree to immediately meet, negotiate, and agree upon a substitute for the portion or portions of the Agreement so affected and to bring into conformance therewith not over sixty (60) days after notification unless extended by mutual agreement.

ARTICLE 68 - DEFINITION OF A DAY

Except as otherwise noted in this Agreement, a day shall be defined as a calendar day.

ARTICLE 69 - TERM OF AGREEMENT

This Agreement, and attachments hereto, shall be in full force and effect from the date of the last signature on this Agreement (in no case will the date be more than ten (10) days from the date of ratification by the bargaining unit), unless otherwise indicated in this Agreement, through June 30, **2001**.

Negotiations will start as mutually agreed after January 1, **2001**.

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

ARTICLE 71 - LIMITED DURATION APPOINTMENTS

Section 1.

Limited duration appointments may be made for special studies or projects of uncertain or limited duration which are subject to the continuation of a grant, contract, award or legislative funding for a specific project. Such appointments shall be for a stated period normally not exceeding two (2) years but shall expire upon the earlier termination of the special study or project. Limited duration appointments made under the provisions of this Section can not be bumped by permanent status employees in lieu of layoff and are considered wholly outside the provisions of Article 44.

Section 2.

Limited duration appointments may be made under the following conditions:

- a. The incumbent in a permanent position is temporarily on a job rotation, limited duration appointment, extended leave.
- b. A permanent position is vacated in a class where reduction in positions is projected to occur.
- c. The position is known to have limited work and funding, not to exceed two (2) years.

Limited duration appointments made under the provisions of this Section will be ended prior to the layoff of any permanent employee in the same classification.

Section 3.

- a. No newly hired person on a limited duration appointment shall be entitled to any layoff rights under this Agreement.
- b. An employee appointed from regular status in the Agency to a limited duration appointment in the Agency shall be reinstated to his/her former position in the Agency when the limited duration appointment is terminated.

Section 4.

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

- a. That the appointment is of limited duration.
- b. The appointment may cease at any time.
- c. That persons who accept a limited duration appointment shall have no layoff rights under this Agreement except those provided under Section 3(b) Article.
- d. 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 72 - CLOSURE

Section 1 - Closure.

Current (95-97) language will be considered “status quo” for the purpose of bargaining in the reopener.

Once closure is announced, movement of employees occasioned by cottage closure will be handled on the basis of the closing cottage employees having equal bidding rights into vacancies on other work areas, as defined under Article 38, Section 2(A). Vacancies occurring in other work areas will be also posted in the closing cottage. The most senior employee on the two postings shall be given the available position. If there is a tie in seniority, selection shall occur by flipping a coin or by lot. Any employee failing to bid will be administratively transferred where needed.

Section 2. Realignment/Leveling

Rebids would occur when 10% of filled positions in a work unit are eliminated, added or changed and closure is not scheduled within sixty days. Realignment notice and new schedules will be posted in work areas for 5 days prior to the rebid. Realignments, by seniority, will occur every six weeks when 10% of filled positions are effected either by elimination, addition or change. The rebids will occur: March - 3rd week, April - 4th week, June - 2nd week, July - 3rd week, August - 5th week, October - 2nd week.

The following process will be implemented:

- 1. Freeze vacant positions on date notice is sent out (posted).**

- 2. Notice if rebid and new schedule for effected area will be posted 5 days before the bid. This includes known grounds vacancies. Seniority bid first work area then grounds. Post on Thursday a.m. and bid on the following Tuesday a.m.**
- 3. Ten day schedule change notice is effective at the bid. Employee may waive the 10 day notice.**
- 4. Must be present for rebid or submit written proxy in order to use seniority for bidding. Submit proxy to steward or cottage manager. If not present and no proxy, the employee will be placed as if least senior.**
- 5. Retain 2 x 16 positions for rebid purposes only.**
- 6. All pre-approved vacations shall be honored.**
- 7. Positions at the rebid shall be offered on a strict seniority basis.**

ARTICLE 73 - STATE OPERATED COMMUNITY PROGRAM

Former Fairview Training Center employees who do not successfully complete the initial trial service period at a State-operated community program shall have return rights to FTC pursuant to Article 16 providing the reason for removal would not result in discharge had the person been working at Fairview. SOCP employees may get on a return list for vacancies at Fairview. This list shall be utilized after Fairview's internal processes have been exhausted, but before temp to perm and the open competitive process for filling Fairview positions.

ARTICLE 74 - TWO-SIXTEEN SHIFTS

The Agency may cancel this agreement or cease to apply the elements of this agreement to specific areas at Fairview Training Center at any time during the term of this collective bargaining agreement. The Agency will remove individual cottages from the 2/16 project as necessitated by the inability to sufficiently staff the 2/16 shift.

The Agency will, however, provide the Union with thirty (30) days advance notice before canceling this agreement or discontinuing the application of the elements of this agreement to specific areas at the facility. The Agency will take under consideration extenuating circumstances when exercising its rights of cancellation and discontinuance. Upon cancellation or discontinuance, the Agency shall place the affected employees in other regular or irregular work week schedule assignments. The intent upon cancellation is to revert to former schedules insofar as possible.

The special weekend shift schedule shall only apply to employees in the classification of Habilitative Training Tech I, Habilitative Training Tech II and LPN and shall consist of two (2) sixteen (16) hour shifts each week; one shift Saturday, and one shift on Sunday.

The standard full-time work schedule for a full-time employee assigned to the special weekend work schedule is two shifts totalling thirty-two (32) hours in an established time of seven (7) consecutive twenty-four (24) hour periods with the shifts always scheduled on Saturday and Sunday.

To accommodate the application of the special weekend shift schedule to night shift (third shift) it may be necessary that the two shifts be other than Saturday and Sunday for night shift employees only.

The parties recognize the significance of this project and agree that the Agency will select employees on the basis of those individuals who in the opinion of the Management of the Agency are the most physically and emotionally suitable and qualified to fill the positions. Seniority will be considered by the Agency when making its selection of individuals to fill the special weekend shift positions.

A. An employee may bid onto a 2/16 shift provided the following conditions have been met within the six-month period prior to his/her bid:

1. No "unauthorized" leave. Mitigating circumstances shall be considered on an individual basis.
2. No authorized leave without pay, with the exception of time absent due to a SAIF claim, union business, or union-sponsored training, which are considered authorized leave and count toward the six months. Mitigating circumstances shall be considered on an individual basis.
3. Employees on initial trial service will not be eligible to bid onto a 2/16 position.
4. In cases where an employee returns to Fairview Training Center within one (1) year of date of separation, the criteria will be based upon the last six (6) months of actual time worked. Employees returning with over a one (1) year break in service shall not be eligible until after they have served a new trial service period.

Sufficient volunteers for the special weekend shift schedule must exist on any cottage selected for participation in this project before the project will be implemented on the cottage. Employees will not be required to work any special weekend shift schedules established by this project.

It is further recognized and agreed by the parties that extraordinary attendance is mandatory for the special weekend shift schedule. Accordingly Agency Management may remove employees from their special weekend shift positions and place them in other workweek schedule assignments on the cottage at any time if they have any unauthorized LP time or patterning. Mitigating circumstances shall be considered on an individual basis before removal. In addition, given reasonable concerns, the Agency may require that an employee provide, at the employee's expense, a statement from a physician, in a form prescribed by the Agency, that the employee is both

physically and emotionally capable of working the full special weekend shift schedule before being assigned to or retained on the special weekend shift schedule.

In addition, it is further agreed that there will be no "job-sharing" of special weekend shift schedule positions.

The parties agree that the following Articles in their **1999-2001** Collective Bargaining Agreement are modified, as indicated, to provide for the implementation and maintenance of the special weekend shift schedule;

ARTICLE 13 Grievance Procedure

Article 13 Grievance Procedure is hereby modified to exclude from the grievance process, selection for the special weekend shift schedule, or temporary removal from the special weekend shift schedule for attendance problems, or the invocation, cancellation, or discontinuance of the application of the provisions of this Article.

ARTICLE 15 Discipline and Discharge

Article 15 - Discipline and Discharge is hereby modified to provide that the Article does not apply to employees who are removed from the special weekend shift schedule because of attendance problems. However, removal from the special weekend shift schedule may be utilized as part of progressive discipline in performance related matters.

ARTICLE 21 Shift Differential

Article 21 - Shift Differential shall not apply to employees assigned to the special weekend shift schedule.

ARTICLE 28 Work Week and Work Scheduling

Article 28 - Work Week and Work Scheduling is hereby modified to provide that the work schedule for a full-time employee on the special weekend shift schedule is made up of two (2) sixteen (16) hour shifts totalling thirty-two (32) hours in an established work week of seven (7) consecutive twenty-four (24) hour periods. Sixteen (16) consecutive hours of work, in a period of twenty-four (24) hours commencing at the start of the employee's first assigned shift, except for interruption of any unpaid meal periods, shall constitute a regular scheduled work day. There shall be two (2) thirty (30) minute lunch periods per sixteen (16) hour shift, as near a possible to the midpoint of each eight (8) hour period. There shall be four (4) fifteen (15) minute rest periods per sixteen (16) hour shift, as near a possible to the midpoint of each four (4) hour block.

Employees who are removed from the special weekend shift schedule in accordance with the provisions of this Article shall be considered to have had their work schedules changed as an operating requirement of the Agency.

ARTICLE 29 Overtime

Article 29 - Overtime is hereby modified to provide that employees assigned to the special weekend shift schedule shall have the first eight (8) hours of each sixteen (16) hour day paid at the regular straight time rate of pay and the second eight (8) hours of each sixteen (16) hour shift and any subsequent hours worked on that shift paid at the rate of time and one-half (1-1/2) the regular hourly straight time rate. To aid in timekeeping and in the administration of this program, however, the parties agree that it is in their mutual interest and benefit to have each sixteen (16) hour shift conceptually paid on the basis of 1.25 hours of pay for each hour worked. The application of 1.25 hours must apply only in instances where an employee either worked the full sixteen (16) hour shift or has sixteen (16) hours of paid leave or any combination of work and paid leave which equals sixteen (16) hours. Shifts in which the 1.25 hours are applied for the sixteen (16) hour shift will have time and a half for all hours worked in excess of the sixteen (16) hours.

ARTICLE 30 Vacations

Article 30, Vacations, is modified to provide that employees assigned to the special weekend shift schedule are full-time employees for the purpose of accruing vacation leave and that employees who are assigned to the special weekend shift schedule who work at least thirty-two (32) hours per month but less than thirty-two (32) hours each week will accrue vacation on a prorated basis. Employees working the special weekend shift schedule will use leave at 1.25 times the regular hourly rate. Time must be scheduled off in blocks of no less than eight (8) hours to be taken at either the first eight (8) hours or the second eight (8) hours of the shift. Smaller increments of time may be taken if approved and staffing schedules allow.

ARTICLE 31 Holidays

Article 31, Holidays, is hereby modified to provide that employees assigned on the special weekend shift schedule who are required to work on days recognized as holidays shall consider the 1st half of their sixteen (16) hour shift as the holiday and therefore shall be paid at the overtime rate of time and one-half for the full sixteen (16) hour shift. Employees assigned to the special weekend shift schedule shall be allowed to schedule holiday time off credited as compensatory time for each of the recognized paid holidays at the 1.25 hourly rate; therefore, if an employee elects to take a holiday off, only six hours of the sixteen (16) hour shift is considered paid holiday time.

ARTICLE 32 Scheduling Compensatory Time Off

Article 32 - Scheduling Compensatory Time Off is hereby modified to provide that employees assigned to the special weekend shift schedule shall schedule compensatory time off and utilize compensatory time in the same fashion as modified for the scheduling and utilization of vacation time.

ARTICLE 33 Personal Leave

Article 33 - Personal Leave is modified in the same fashion and in the same concept as the provisions modified for vacation and compensatory time.

ARTICLE 34 Leave With Pay

Article 34 - Leave With Pay is hereby modified to provide that employees who are assigned to the special weekend shift schedule shall be placed in the regular work week schedule when this Article applies, for the duration of the leave. The provisions of this Article include employees placed on Administrative Leave.

ARTICLE 35 Leave of Absence Without Pay

Article 35 - Leave of Absence Without Pay is hereby amended to provide that employees working the special weekend shift schedule will use leave at 1.25 times the regular hourly rate. Time must be scheduled off in blocks of no less than eight (8) hours to be taken at either the first eight (8) hours or the second eight (8) hours of the shift. Smaller increments of time may be taken if approved and staffing schedules allow.

ARTICLE 36 Sick Leave

Article 36 - Sick Leave is hereby amended to provide that employees assigned the special weekend shift schedule who work at least thirty-two (32) hours per month and less than thirty-two (32) hours each week shall accrue sick leave with pay on a prorated basis. Employees working the special weekend shift schedule will use leave at 1.25 times the regular hourly rate. Time must be scheduled off in blocks of no less than eight (8) hours to be taken at either the first eight (8) hours or the second eight (8) hours of the shift.

In emergency situations, smaller increments of time may be taken if approved by the unit director or the administrator on duty. If an employee is ill or off work for one weekend (two actual days), he must use the forty (40) hours of appropriate leave to cover those two 16-hour shifts. Since the time loss is equivalent to a 40-hour work week, the provisions of Article 36, Section 5 apply.

ARTICLE 37 Workers' Compensation

Article 37 - Workers' Compensation is hereby modified to provide that employees who are assigned to the special weekend shift schedule may be placed in the regular work week schedule while absent due to a compensable injury.

ARTICLE 40 Promotions

Article 40 - Promotions is hereby modified to provide that the Agency will select employees on the basis of those individuals who meet the established criteria of this Article and are the most physically and emotionally suitable and qualified to fill special weekend shift positions. Seniority will be considered when making selections from suitable and qualified candidates and the Agency may, given reasonable concerns, require that an employee provide, at the employee's expense, a statement from a physician, in a form prescribed by the Agency, that the employee is both physically and emotionally capable of working the weekend shift.

ARTICLE 41 Job Share

Article 41 - Job Share is hereby modified to provide that job sharing shall not apply to the special weekend shift schedule.

Employees assigned to the special weekend shift schedule agree that their Fairview employment is their primary employment and will not allow any other form of outside employment or activity to interfere with their ability to perform their assigned duties on the special weekend shift schedule. Any violation of this policy may result in the Agency removing the employee from the special weekend shift schedule.

ARTICLE 75 - PROFESSIONAL DIFFERENCES OF OPINION

The Agency encourages IDT staff to express their professional opinions and encourages an open and free exchange of ideas and opinions. Disagreements may be submitted to the next level of decision making for evaluation, up to and including the Superintendent. A written response will be given, within a reasonable time period.

No retaliation or discrimination shall occur against an IDT employee for expressing a differing professional opinion in this manner.

ARTICLE 76 - RELIEF STAFF

Effective December 1, 1994, the Employer recognizes the Union as the sole and exclusive bargaining agent for Relief Staff.

Section 1.

"Relief Staff" are full-time temporary employees who have been employed by the Agency in excess of 90 calendar days. All leave without pay shall be deducted from the qualifying 90 calendar days.

Section 2.

a. Seniority accrues from first day of hire with the Agency in matters that relate to Relief Staff. A new seniority date will be established at appointment to a permanent position.

b. When a Relief Staff appointment is ended, for other than cause or resignation, Relief Staff seniority will be brought forward if the individual is re-employed as Relief Staff with less than 90 calendar days break in service.

c. Promotions. All position vacancies shall first be filled by permanent staff, in accordance with Articles 37, 38, 38A, 39, and 40. Promotion list will be open, and Relief Staff may apply. Relief Staff will be offered permanent positions based on Relief Staff seniority.

d. Relief Staff who are hired into permanent positions shall serve a three (3) month trial service period in the permanent positions.

Section 3. Scheduling, Assignment and Hours of Work.

a. There is no guarantee of hours per day or per week. Relief Staff shall be unscheduled for on-the-job injuries of up to fifteen (15) days and for abuse allegation investigations, and they may be unscheduled for other appropriate reasons.

b. Relief Staff shall be assigned the same hours as those worked by the employee for whom they are covering.

c. Relief Staff may be reassigned or have their schedules changed without ten (10) days notice if the employee for whom they are covering returns to work, or under extraordinary circumstances. If extraordinary circumstances arise, the Agency shall consult with the Union before making reassignments or schedule changes.

d. There is no change in the current redeployment process. The Agency retains the authority to assign Relief Staff across zones and across bargaining units.

Section 4. Discipline

a. Relief Staff shall be disciplined only for cause.

b. At any time during Relief Staff appointment, the Agency may end the appointment if, in the opinion of the Agency, the employee is unable or unwilling to perform her/his duties satisfactorily or that his/her work habits and dependability do not merit continuance.

c. The Agency will give notice of deficient performance and an opportunity to correct the deficiency where appropriate. Relief Staff termination is not subject to Article 13 (Grievance Procedure).

d. The Employer shall not terminate Relief Staff for the sole purpose of avoiding the terms of this Article.

Section 5. Compensation

a. Relief Staff shall be compensated at Step 1 of the applicable Salary Range.

b. After 90 calendar days as Relief Staff (after six months as a full-time temporary employee at the Agency), Relief Staff are PERS eligible.

c. Relief Staff shall have all Workers' Compensation rights under State Law.

d. Relief Staff are eligible for only Asbestos Removal Differential (Article 26C).

- e. Overtime. (1) Relief Staff shall be paid (but not be eligible for compensatory time off) at the time and one-half rate for all hours worked beyond eight (8) per day or forty (40) per week.
 - (2) Relief Staff will not be mandated to work overtime two days in a row.
 - (3) Relief Staff shall be utilized as specified in Article 29, Section 6 (3) C&D.

Section 6. Accrued Paid Time.

- a. Sick Leave shall accrue at the rate of four (4) hours per month from the first day as Relief Staff (91st day as a temporary employee at the Agency).
- b. Transition Leave. (1) For those with less than ten (10) months as Relief Staff, twenty-four (24) hours of paid leave will be granted to be used at the transition from a Relief Staff position to a permanent position.
 - (2) For those with ten (10) or more months as Relief Staff, forty-eight (48) hours of paid leave will be granted to be used, at the employee's discretion, prior to move to a permanent position.

Section 7. Holidays.

- a. Relief Staff, except those on leave without pay status the day before or the day after the recognized holiday, shall be compensated at the straight rate for eight (8) hours for each recognized holiday listed in Article 31, Section 1, provided the employee was scheduled to work on that day and the employee's department is scheduled off for the holiday.
- b. Relief Staff who are required to work on recognized holidays shall be entitled pay for all such time worked at the rate of time and one-half (1-1/2).

Section 8.

- a. Direct Care Relief Staff shall receive NEO training upon hire and mandatory reviews thereafter. In addition, each Direct Care Relief Staff shall be trained on behavior prescriptions for clients with whom they work.
- b. Only Sections 1 and 2 of Article 61 shall apply to Relief Staff.
- c. The following Articles of the Agreement shall apply to Relief Staff: 1 through 14, 18, 26C, 34 (only Sections 5, 9 & 10), 46-48, 51-59, 62, 67-68, and 75.
- d. The following Articles of the Agreement do not apply to Relief Staff: 15-17, 19-26B, 27-45, 49-50, 60-61, 63-66, 69-74, 77 and Letters of Agreement.

ARTICLE 77 - ATTENDANCE/ABSENTEEISM

The Agency and Union recognize the harmful effects of absenteeism to staff and the people served at Fairview Training Center. To assist employees with absenteeism problems, the parties agree to establish a working Labor/Management Attendance Sub-Committee (LMASC) to develop and implement the following:

- A. An education package on the problems of shift work; negative effects of leave without pay; and assignment and trading options.
- B. Investigate day care options for employee's children when their illness or emergencies may hinder their parents coming to work.
- C. Employer information systems programs regarding 24-hour scheduling.

In an effort to reduce absenteeism, the parties agree to the following:

- 1. Staff with no unscheduled absences, except for emergency union meetings and SAIF, in the preceding month shall not be redeployed for the current month except on holidays or emergency staff needs.

When an employee with no unscheduled absences in the preceding month is redeployed, other than holidays, that employee will receive a \$50.00 differential for a full shift, pro-rated for fewer hours. This provision will be monitored by the LMASC as a six month pilot program and must reduce overtime costs. This provision (#1) does not apply if an area is closed for an event or outing such as camping or there is lack of work in the area.

- 2. A represented employee will not be eligible for voluntary overtime if they have had any unscheduled absence in the preceding month except for SAIF, Union business or paid sick leave. If a staffing emergency exists, the employee will be called last to work overtime prior to mandating any bargaining unit employees.

An employee with perfect attendance in the preceeding six full calendar months, who has an unforeseen/uncontrollable situation resulting in an unscheduled absence, may appeal their placement on the last called for overtime list to the Superintendent or his designee whose decision shall be final.

- 3. Staff will be allowed to utilize personal business leave in any increments for unexpected, unplanned problems that arise that prevent the employee from reporting to work in a timely manner. Requests for conversion needs to be submitted within five (5) working days. These will be reviewed on a case by case basis and data presented to LMC.

- 4. Qualified employees in the same work area/cottage and same classification may mutually agree to trade a shift within the established schedule as long as the ratio is preserved and no overtime created. Such trade must be mutually agreed to in writing and notice given to the supervisor prior to the effective date of the trade.

5. Regular status qualified employees in the same classification may mutually agree to trade positions on a temporary basis for a period of up to ninety (90) days per fiscal year. The request to trade positions must be in writing, create no overtime and maintain ratios. Predetermined vacations will be handled in accordance with Article 30B, Section 3. Requests by employees who are in discipline for anything other than attendance must be approved by the Personnel Director.

6. Supervisors shall put a note of commendation in employee s personnel file following six (6) months of perfect attendance.

7. Supervisors shall put a notice of recognition in the Pipeline when an employee achieves perfect attendance for six (6) months.

8. The Operations Manager will work with the area management to renew attendance incentive system.

ARTICLE 78 - IMPLEMENTATION OF NEW CLASSES - APPEALS PROCESS

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

Section 1.

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

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

- 1. The purpose of the job shall be determined by the statement of purpose and assigned duties or 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 DAS 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 DAS 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 DAS 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 DAS 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 appeal 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 79 - BILINGUAL DIFFERENTIAL

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

LETTER OF AGREEMENT #1
STATEWIDE COMMITTEE ON PRE-TAX TRANSIT BENEFITS

The parties agree to establish a joint (statewide) Labor/Management Committee to explore the merits of a transit benefit program, as referenced in IRC Section 123(f). The committee will report its findings to DAS by July 1, 2000 for consideration.

LETTER OF AGREEMENT #2

The State of Oregon, through the Department of Administrative Services, together with the Department of Human Resources, Mental Health and Developmental Disabilities Services Division and Fairview Training Center recognize that they have an investment in the lives and welfare of the employees at Fairview Training Center. It is also recognized that assurance must be given to current employees in good standing at Fairview that this investment will be recognized through our good faith efforts to make offers of employment to those individuals whose positions are slated for abolishment this biennium but wish to continue in state service pursuant to this letter of agreement.

In light of this investment, the Department of Human Resources pledges to give priority consideration as set forth below to Fairview employees on the payroll roster effective July 1, 1998, other than those hired from outside Fairview into limited duration positions. To assist in achieving workforce stability at Fairview, an employee Transition Team will be established to fulfill this Agreement. The Transition Team will meet monthly with AFSCME designated representatives of the local to provide progress reports.

TRANSITION TO OTHER DHR JOBS:

1. Qualifications -

Fairview employees eligible for the state job transfer services must:

- A. Have an employment history of good attendance (does not include SAIF and absences related to major medical issues);
- B. Have a satisfactory work record which does not reflect written discipline which would be relevant to the new position, at a time of consideration;
- C. Meet minimum and special qualifications for available state vacancies;
- D. Be slated for layoff within five months of receiving services prior to July 1, 1998; on/after July 1, 1998, six months notice will be given;
- E. Disputes over this section shall be reviewed within ten (10) days by the President of the Local and Superintendent or designee.

2. Employees in positions that are scheduled for elimination will be identified at least ~~five to~~ six months in advance of the position elimination.

3. The Transition Team and employee will develop an individual plan for employees. The plan will include:

Identification -

A. A profile of the employee's interest in continued employment in state government or with other public sector agencies; promotions, laterals, and demotions to vacancies within Fairview; private sector employment; retirement; career enhancement or change; relocation; starting their own business; becoming a foster care provider; or participation in displaced worker training.

B. Identification of the employee's qualifications.

C. Identification of positions in state service the employee is qualified for and placement on a DHR transfer list by Fairview seniority order.

D. After other commitments and Agency/Division Collective Bargaining Agreement provisions for internal filling of vacancies have been exhausted, all Department of Human Resources Divisions will interview qualified Fairview employee who are identified and placed on the list per c above by the Transition Team prior to any consideration of open competitive candidates.

Reporting -

E. Employees securing DHR employment via this Agreement will serve trial service consistent with the hiring agency policy. Employees will be removed from trial service if it is determined they are unable or unwilling to perform the duties of the new position. If the Union believes Agency acted arbitrarily or capriciously, it may appeal the removal to the Department of Human Resources Personnel Manager for final resolution. If such an employee was found to have been removed for arbitrary or capricious reasons, **that employee will be restored to their last classification at FTC if a vacancy exists and will be laid off as per service credit order. If no vacancy exists the employee will be eligible to utilize the Transition Team services.**

Fairview employees who do not have an LFE code and are removed from trial service from MHDDSD or it's institutions, may appeal the removal to the Mental Health Personnel Director for final resolution. If such an employee was found to have been removed for arbitrary or capricious reasons, that employee will be restored to their last classification at FTC if a vacancy exists and will be laid off as per service credit order. If no vacancy exists the employee will be eligible to utilize the Transition Team services. These employees will be placed on the DHR recall list.

Tracking -

F. In those very rare occasions when a Fairview employee who meets the qualifications of this agreement is interviewed and not selected for the position, the interviewing agency will provide written justification for that decision to the DHR Director's Office. When two or more Fairview employees interview for the same position and one is selected, the written justification is not necessary. The Transition Team and the Executive Director of AFSCME Council 75 will receive feedback on decisions not to hire. Beginning April 1, 1998, the Agency and Union **may** jointly report every three months to the director of the Department of Administrative Services regarding FTC employee placement before providing the Governor's Office with the update.

End of Services -

G. Refusal of a bona fide job offer through this program shall end the Employer's obligation to an employee under this Agreement. A bona fide job offer means an offer which includes the following elements:

1. Same allocation level of either full-time or part-time.
2. A salary offer equal to or greater than his/her Fairview position, and
3. Within the Willamette Valley between, and including the cities of Portland

and Eugene.

Relocation -

H. Positions within a 50 mile radius of Fairview Training Center will be considered to be in the geographic area for reemployment; however, employees will be able to state additional geographic areas in which they would accept employment.

Up to \$500 moving expenses will be paid by DHR/Fairview Training Center for statewide employment in the State Operated Community Program which is more than 50 miles from Fairview to the SOCP worksite. In the event that the dislocated workers' grant pays \$500 or more for an employee's move, no further reimbursement shall be made by the state to that employee. When an employee has received his/her layoff notice and has accepted an appointment with the SOCP to begin within six months, that employee shall be provided up to five (5) days of administrative leave to locate and obtain housing in the new city.

A receiving DHR agency may pay moving expenses per existing policy and procedures.

I. Employees may transfer sick and vacation leave accrual balances to their new positions within DHR.

Laid Off -

J. Fairview Training Center will provide up to six months of employer paid COBRA insurance payments for displaced employees who qualify for COBRA benefits and

- 1. Who have been actively seeking employment throughout the six month notification period and;**
- 2. Who have not secured a bona fide job offer prior to layoff; or,**
- 3. Who have accepted** temporary employment with the Oregon Youth Authority for training purposes to meet the minimum qualifications necessary for permanent employment with OYA.

If there is a question on employer paid eligibility, a joint team of Labor/Management will determine if individuals made a good faith effort to seek other employment before employer paid COBRA benefits are granted.

DHR Recall -

K. Employees in good standing who are displaced prior to receiving a bona fide job offer will be offered placement on a DHR reemployment list for his/her classification for a two year period. After other hiring requirements have been met, DHR agencies will utilize this reemployment list to fill all positions within a specific classification until the list for a class is exhausted. To be eligible for appointment from the DHR reemployment list, a laid off employee must meet the minimum qualifications for the classification and any special qualifications for the position. The list will be utilized by calling, for interviews, the five most senior employees on the list who meet the special qualifications for the position. Where fewer than five employees are on the list for the class, the DHR agency shall select one of the persons on the list who meets the special qualifications for the position. A person on this DHR reemployment list who is offered an appointment shall have

his/her name removed from the DHR reemployment list. Persons gaining employment from this list shall not be entitled to moving expenses, and shall serve a trial service period consistent with the hiring agency's applicable rules or contract.

OTHER SERVICES:

4. The State of Oregon together with DHR and the Transition Team will seek/strengthen partnerships with targeted state agencies and community employers for commitments for special consideration of displaced Fairview employees to fill their vacancies. The parties recognize that it is essential to the success of the program for the Transition Team to also receive feedback from these state agencies regarding those rare decisions not to hire Fairview employees. Such commitments reached as of signing of this agreement appear at Attachment A. The communication from DAS requesting other state agencies to participate in such a commitment appears at Attachment B. Information concerning new commitments will be shared with AFSCME as they are reached.

Other state agencies accept vacation and sick leave accrual based on rules or contracts applicable to the position.

Employees securing employment via this Agreement in other state agencies will serve trial service consistent with the hiring agency policy. Employees will be removed from trial service if it is determined they are unable or unwilling to perform the duties of the new position. If the Union believes Agency acted arbitrarily or capriciously, it may appeal the removal to the Department of Administrative Services Human Resource Services Division-Labor Relations Unit for final resolution within thirty (30) days. If such an employee was found to have been removed for arbitrary or capricious reasons, **that employee will be restored to their last classification at FTC if a vacancy exists and will be laid off as per service credit order. If no vacancy exists the employee will be eligible to utilize the Transition Team services. These employees will be placed on the DHR recall list.**

Refusal of a bona fide job offer through this program shall end the Employer's obligation to an employee under this Agreement. A bona fide offer means an offer which includes the following elements:

- a. Same allocation level of either full-time or part-time;
- b. A salary offer equal to or greater than his/her Fairview position; and
- c. Within the Willamette Valley between, and including the cities of Portland and Eugene.

5. The Transition Team will facilitate retirement counseling with appropriate leave provided.

6. The Transition Team will link employees to technical assistance for developing and marketing small businesses for MR/DD services.

7. The Transition Team will assist employees in the development and implementation of foster care provider services for the MR/DD population in Oregon. Where current FTC employees continue in their positions until released by the employer or until the client they are to follow has

moved to their care, whichever is earlier, and are immediately certified as a provider and given an assignment, they will be made eligible to be an agent of the state and provided access and participation in the Oregon State Health Plan (ORS 243.205). For the life of this agreement, the State of Oregon will contribute \$300.00 per month to each such foster care provider for their personal medical insurance. Additional costs, if any, shall be borne by the provider.

8. To assist employees in securing future employment, as workload permits, the Transition Team will facilitate education and skill enhancement and acquisition. This will be accomplished by job development opportunities, work out of class opportunities, limited duration opportunities, developing flex schedules and altered work weeks and continuing apprentice programs. Disputes over this section shall be reviewed within ten (10) days by the President of the Local and Director of Operations.

9. The Transition Team will facilitate Federal Dislocated Workers Program retraining opportunities and assistance in securing benefits available to displace employees. Specifically, the Transition Team will request inclusion of the CNA and OYA training program through the Federal Dislocated Workers Program.

10. The Transition Team shall be monitored by the Labor/Management Committee every three months for job placement data.

11. For individuals who opt to retire under PERS but are hired by Fairview to continue in full time temporary employment (prorated if less than full time), Fairview will increase such employee's base pay to include an amount which would cover up to the cost of the individual's state available health insurance through the end of the temporary appointment.

12. Education. The Transition Team in cooperation with the Department of Administrative Services will work to facilitate education and skill enhancement opportunities for current Fairview employees.

13. Temporary Break in Service. For FTC employees who have accepted a job offer with another State of Oregon agency and are in layoff status prior to going to their new job, the DHR, MHDDSD and DAS will attempt to facilitate temporary employment opportunities to those who request it.

In consideration for the above, the parties to this Agreement agree to modify the following articles of the 1997-99 collective bargaining agreement:

Article 38 - Transfers - Vacancies will be posted and bid on work units only. Vacancies in other work units will be filled by a preference sign-up system through the personnel department for work area, shift and days off. Employees will first be administratively transferred based on that preference system by seniority in conjunction with the Chief Steward. Where no volunteers exist, employees will be administratively transferred per Articles 39 and 38, Section 4. Article 38 is suspended fifteen days prior to the effective date of layoffs.

Article 39 - Administrative Transfers -

Article 44 - Layoff - Beginning April 1998, by affected classification, layoff least senior employee allowing senior employees to volunteer for layoff and eliminate bumping and demotion provisions in current language. 1995-1997 contract language will be considered the status quo for the purpose of bargaining in the reopener.

From the point of preliminary notice of layoff until the date of layoff, an employee will work with the Transition Team to secure placement outside of Fairview. As a part of the employee profile, promotion, transfer or demotion options will be assessed. When a vacancy occurs at Fairview that an employee qualifies for, the employee may opt to stay at Fairview. The option shall take that employee out of the transition team services until they get another layoff notice.

An employee choosing to leave Fairview shall work with the transition team to secure a bona fide offer. If a bona fide offer is not secured fifteen (15) days prior to layoff date, that employee may opt to promote, demote lateral transfer into a vacant position while the transition team continues to secure a bona fide offer and be on the DHR reemployment list.

There will be no bumping if an employee cannot secure employment outside of Fairview or inside of Fairview. That employee shall be laid off and placed on the DHR reemployment list.

Article 71 - Limited Duration - Eliminate from Section 5 to end of article. Current contract language will be considered the “status quo” for the purpose of bargaining in the reopener.

Article 72 - Closure/Realignment - Eliminate from next to last sentence of Section 1 **New Section 2.**

LETTER OF AGREEMENT #3

The State of Oregon (Employer) and the American Federation of State, County and Municipal Employees (AFSCME) agree to make the following modification to the Fairview Contract and Compensation Plan. The salary range for Dental Hygienist (6396) will be adjusted from Salary Range 26 to Salary Range 28 effective July 1, 1998. Such implementation will be on the same basis as selective salary adjustments were implemented in the 1997-99 Agreement, Article 17, Section 3.

Signed this ____ day of _____, _____.

FOR THE STATE OF OREGON

FOR THE AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, LOCAL 1246

Jon Yunker, Director
Department of Administrative Services

Colleen Savage, Council Representative
Oregon AFSCME Council 75

Dan Kennedy, Administrator
Human Resource Services Division
Department of Administrative Services

Neil Bednarczyk, Council Representative
Oregon AFSCME Council 75

Jon Cooper, Superintendent
Fairview Training Center

Terry Sischo, President Local 1246

Jan Weeks, Senior Labor Relations Manager
HRSD - Labor Relations Unit
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