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IDnum 342 **Language** English **Country** United States **State** OR

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

Local

Occupations Represented
Police and detectives
Dispatchers

Bargaining Agency State of Oregon Department of Administrative Services

Agency industrial classification (NAICS):

92 (Public Administration)

BeginYear 2001 **EndYear** 2003

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Notes

Contact

Full text contract begins on following page.

AGREEMENT

BETWEEN
THE

STATE OF OREGON
DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES

FOR THE

OREGON STATE DEPARTMENT OF STATE POLICE
SUPPORT UNIT**

2001 - 2003

****INCLUDED THE OREGON EMERGENCY MANAGEMENT**

**PURSUANT TO THE EXECUTIVE ORDER NO. 01-26 AND
EXECUTION OF A LETTER OF AGREEMENT RECOGNIZING
THE SEPARATE STATUS OF OREGON EMERGENCY
MANAGEMENT FROM THE OSP, THE PARTIES WILL
FOLLOW THE TERMS AND CONDITIONS CONTAINED IN
THE ATTACHED DOCUMENT FOR REPRESENTED
EMPLOYEES AT OREGON EMERGENCY MANAGEMENT.**

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ARTICLE 1 - RECOGNITION

Section 1.

This Agreement is made and entered into by and between the State of Oregon (hereinafter the "Employer"), acting by and through its Department of Administrative Services (DAS) on behalf of the **Oregon Emergency Management Oregon State Department of Police** (hereinafter the "**Department**," "Agency" or "**OEM**" "**OSP** "), and the American Federation of State, County, and Municipal Employees, Council 75 (hereinafter the "Union" or AFSCME).

Section 2.

The Employer and the Agency recognize the Union as the sole and exclusive bargaining agent for: All classified employees of the Oregon **OEM State Police**, excluding managerial, supervisory, confidential and temporary employees, employees who work less than thirty-two (32) hours per month, and personnel represented by other labor organizations

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

Disputes concerning bargaining unit composition shall be resolved by the Employment Relations Board. If the Employer excludes a filled position from the bargaining unit under ORS 243.650, the Employer shall notify the Union in writing seven (7) calendar days prior to excluding the position from the bargaining unit. The Union must notify the Employer in writing within ten (10) calendar days from receipt of the notification if it disagrees with the decision to exclude the position from the bargaining unit or the matter becomes closed. If the Union's notice of disagreement is received within the ten (10) calendar 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) calendar days from the first meeting, the Union may submit the matter to the Employment Relations Board. Should the matter not be submitted by the Union to the Employment Relations Board within the specified thirty (30) calendar period, the matter shall be considered resolved.

Section 3.

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

Section 4.

The Employer will make changes regarding mandatory subjects of bargaining only after compliance with any bargaining obligations under ORS chapter 243. Alleged violations of this Article shall not be grievable but shall be addressed exclusively by

unfair labor practice complaints under ORS 243.672(1)(e). The Union agrees any unfair labor practice complaint will be filed no later than ninety (90) days after the alleged unilateral change.

Section 5.

Nothing in this Article is intended to inhibit the **OEM Director's Superintendent's** Office from issuing directives and/or statements that interpret or effectuate a contractual obligation; however, a copy of such statements or directives shall be sent to the Union as soon as possible before implementation. Upon request of the Union, the **Agency Department** agrees to meet and discuss the directive or statement.

Section 6.

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

Section 7.

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

ARTICLE 2 - ADMINISTRATIVE PROVISIONS

Section 1 - Laws, Regulations and Savings

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

In the event any provision of this Agreement is declared invalid by any court of competent jurisdiction or by ruling of the Employment Relations Board, then only such portion or portions shall become null and void and the balance of the Agreement remain in effect. The Employer and the Union agree to meet, negotiate, and agree upon a substitute for the portion or portions of the Agreement so affected and to bring into conformance therewith not over ninety (90) days after notification unless extended by mutual agreement.

Section 2. Legislative Action

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

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

Section 3. Strikes, Lockouts and Picket Lines

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

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

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

Section 4. Term of the Agreement

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

Section 5. Successor Negotiations

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

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

C. The Employer agrees to release up to two (2) ~~five (5)~~ employees, ~~provided they are not from the same work site~~, for attendance at negotiating sessions during the period of negotiations for a successor Agreement. The matter of paid or unpaid time for negotiations shall be discussed as a part of the groundrules for the successor negotiations.

ARTICLE 3 - MANAGEMENT'S RIGHTS

Section 1.

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

Section 2.

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

ARTICLE 4 - UNION RIGHTS, SECURITY, AND STEWARDS

Section 1. Notice of Representatives

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

Section 2. Union Representative Visits

Upon proper introduction and notice to the **OEM Director Superintendent** or his/her designee of his/her intent to be present on the worksite and the reason(s), the Agency will allow a Union Representative(s) of Local Council 75 reasonable access to the worksite during working hours. Every good faith effort shall be made to give advance notice of the visit. Such visits will not interfere with the normal flow of work. During periods of emergencies, this provision may be temporarily suspended by the Agency as required for the duration of the emergency.

Section 3. Union Business

Employees shall conduct the internal business of the Union during their non-duty hours (e.g., rest breaks, unpaid lunches and before and after work shifts are considered non-duty time) as long as it does not interfere with the normal flow of work.

Section 4. Building Use

Upon request to the **Superintendent OEM Director** or his/her designee, the Agency may allow the Union use of **OEM OSP** facilities during non-duty hours for meetings when such facilities are available. Such meetings will not interfere with the business of the **OEM OSP**.

Section 5. Bulletin Boards

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

Section 6. Union Notices to Employees

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

The employer agrees to inform all new employees hired into positions included in the bargaining unit of the Union's exclusive recognition, and shall provide all present and future employees in the bargaining unit with a copy of its agreement, provided by the Union. The employer agrees to allow a duly certified Union Representative or an on site Steward thirty (30) minutes to speak with new employees about the Union's exclusive recognition, its benefits, and services available to the membership. If a steward is not available on site, the presentation can be done by telephone.

The steward will be allowed on duty time for the thirty (30) minute presentation.

Section 7. Payroll Deductions

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

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

C. Employees in the bargaining unit who are not members of the Union shall make payments-in-lieu-of-dues which shall be the equivalent of regular Union dues. Beginning with the first payroll period after the execution of this Agreement and on each period thereafter, the State will deduct from the wages of each bargaining unit employee who is not a Union member the payments-in-lieu-of-dues required by this Article amount. Similar deductions will be made in a similar manner from the wages of new bargaining unit employees who do not become members of the Union within thirty (30) days after the effective date of their employment.

D. The Employer shall remit a payment for all said deductions to the Union by the 20th of the month after the deductions are made. Said payment shall be accompanied by a listing of the names and social security numbers of all employees from whom deductions were made.

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

exemption under this Section, the Agency shall deduct fair share from the employee's wages pursuant to this Article, until agreement has been reached between the employee and the Union.

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

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

Section 8. Employer Held Harmless

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

Section 9. Shop Steward

A. ~~Two (2) Shop Stewards per District, except that District II shall have up to six (6) Shop Stewards with no more than one from each work site.~~ The Union shall be entitled to ~~twelve (12)~~ two (2) Shop Stewards during this contract period. Such Stewards shall be selected from and represent employees. The Union shall immediately notify the OEM OSP and the Department of Administrative Services Labor Relations Unit of the names of Shop Stewards and their work unit location ~~For District II,~~ The Union shall identify the work unit(s) for which the Steward is responsible.

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

Union Stewards will receive their regular rate of pay during investigatory interviews which the employee reasonably believes will result in disciplinary action if such occurs during their regularly scheduled hours of employment. Every good faith effort shall be made to arrange the interview on employee and assigned steward's work time.

However, only one (1) Union Steward will be in pay status for any one (1) grievance ~~except where a grievance involves employees in more than one (1) Bureau.~~ Employees shall record time spent investigating and processing grievances on their time sheets according to the time reporting policies and procedures of the Agency. An allegation by management of abuse of Steward privileges shall cause a expedited meeting to occur between the OEM OSP Labor Relations Manager, Council 75 Representative, and Steward. If the allegations are found to be valid, the supervisor of the Steward may request that the Steward maintain and submit a monthly activity report of work time spent investigating and processing grievances. This report shall be provided for six (6) months.

The Employer is not responsible for any compensation of employees or their representative for time spent processing grievances outside their regularly scheduled hours of employment. The Employer is not responsible for any travel or subsistence expenses incurred by a grievant or Union Steward for any Union business.

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

Section 10. Union Business Leave

The parties agree to the primary principle that Union business will be carried out during off-duty hours.

A. At the Union's request and subject to the operating requirements of the **OEM OSP**, Union 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. However, recall from such leave may occur due to emergencies or to meet the operating needs of the agency.

B. Employees elected to Union office or otherwise selected by the Union to conduct Union business that takes them away from their employment may be granted personal leave, accrued vacation leave, accrued compensatory time, or leave of absence without pay for up to six (6) months, upon advance notice by the Union. Every good faith effort will be made to provide as much notice as possible. The determination of granting such leave shall be made by the Employer based on operational needs of the Agency. Leave will be requested through the normal Agency procedure. However, recall from such leave may occur due to emergencies or to meet the operating needs of the agency.

Section 11. Employee Statistics

The **DAS** Human Resources Services Division and the **OEM Department** will, upon request of the Union and with reasonable notice, provide any regularly produced computer runs containing non-confidential statistics of the Union's bargaining unit members. Annually, upon request of the Union, a printout will be provided showing names and addresses of all bargaining unit employees.

ARTICLE 5 - EMPLOYEE RIGHTS

Section 1.

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

Section 2.

Employees who are the subject of a formal Department 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. The employee shall be informed of the nature of the complaint or charges before the employee is required to respond to questions concerning the complaint or charges. Such interview shall occur during employee paid time.

C. If the employee is required to respond to a formal complaint or charge, the employee shall have the right to Union representation during the interview. Attendance of the Union Representative or Steward shall not unduly delay the meeting.

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

E. Formal complaints or charges made against an employee which are not sustained shall not be placed in the employee's personnel file or used in any subsequent performance evaluation.

F. This section shall not apply to criminal investigations.

Section 3.

The employer may request information regarding the employee's volunteer activities or other sources of income.

ARTICLE 6 - EQUAL EMPLOYMENT OPPORTUNITY and AFFIRMATIVE ACTION

Section 1.

The provisions of this Agreement shall apply equally to all employees in the bargaining unit without regard to age, race, color, religion, sex, sexual orientation, national origin, disability, marital status, or political affiliation. The Union and **OEM OSP** further agrees that they will support the application of Federal and State laws, regulations, and guidelines and the Governor's policy and guidelines for affirmative action plans in state agencies.

Section 2.

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

OEM OSP within fifteen (15) calendar days after receipt of the **OSP OEM Director**'s or designee's response. Department of Administrative Services, Labor Relations Unit will review the complaint, attempt to resolve it, and/or issue its findings to the employee and the Union. Should the Bureau of Labor and Industries or EEOC be given jurisdiction, such complaints will be processed in the same manner as complaints in this Section.

ARTICLE 7 - PERSONNEL RECORDS

Section 1.

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

Section 2.

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

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

If an employee is not available within a reasonable period of time to sign the material, the **OEM OSP** may place the material in the file provided a statement has been signed by two (2) management representatives that a copy of the document was mailed to the Union at the time such material was placed in the employee's file.

Section 3.

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

Section 4.

An employee may include in the personnel file any relevant material the employee wishes such as letters of favorable comment, licenses, certificates, college course credits, or other material which reflects creditably on the employee. This material shall be retained for a minimum of three (3) years. When the material is purged, it shall be returned to the employee.

Section 5.

Material reflecting caution, consultation, warning, or admonishment shall be removed from personnel files after twenty-four (24) months provided there has been no recurrence of the problem or a related problem in that time and given to the employee. Any period of leave of absence without pay that is more than fifteen (15) days shall extend the retention period for that duration of leave. Earlier removal will be permitted when requested by the employee and if approved by the Appointing Authority.

Section 6.

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

ARTICLE 8 - FILLING of VACANCIES

Section 1.

The **OEM** **OSP** desires to fill vacancies with the best suitable applicants available. The **OEM** **OSP** advocates promotion of its employees and is committed to upward mobility where feasible to obtain the best applicant for the position.

The **OEM** **OSP** will determine whether a vacancy is to be filled and the method/means to fill that vacancy. An employee desiring to transfer to the position in the same classification will submit a written request to the **Personnel Section** pursuant to the announcement. The employee must meet the minimum and special qualifications of the position.

Promotional candidates, pursuant to Section 2, and transfer candidates, who are qualified, will then be interviewed and considered for the vacancy along with other lists of eligible candidates.

Section 2.

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

Section 3.

Involuntary geographic transfers shall require a 10-day advance notice of the employer's intent to transfer the employee.

ARTICLE 9 - POSITION DESCRIPTIONS

Position descriptions shall be in writing and will delineate the specific duties assigned to the position. A dated copy of the position description, fully signed by the

appointing authority, shall be given to the employee upon assumption of the position and at such time as the position description is amended.

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

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

ARTICLE 10 - TRIAL SERVICE

Section 1.

Each person appointed to a bargaining unit position shall serve with each appointment a trial service period of six (6) months, except lateral classification transfers and voluntary demotions of regular status bargaining unit employees.

Section 2.

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

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

If the **OEM OSP** employee was previously a regular status employee in a position in this AFSCME bargaining unit immediately prior to his/her present appointment, the employee shall be reinstated to his/her former classification as a regular status employee unless he/she is discharged as provided in Article 22.

Section 3.

An employee's trial service period may be extended in instances where an employee has any leave of absence of fifteen (15) days or more. A leave of absence shall extend the trial service period by the number of calendar days of the leave taken by the employee.

An employee's trial service may also be extended for the purpose of developing the skills or knowledge necessary for competent job performance. Requests for such extensions are subject to mutual agreement between the employee and supervisor. A copy of the extension shall be forwarded to the Council Representative and **Personnel at Headquarters.**

Section 4.

Employee's on trial service have the right to union representation for all issues other than termination.

ARTICLE 11 - PERFORMANCE APPRAISAL

Section 1. Performance Appraisal

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

If there are any changes or recommendations to be made in the performance appraisal after the rater has discussed it with the employee, the performance appraisal shall be returned to the rater for discussion with the employee before these changes are made. The employee shall have the opportunity to comment on the changes. The employee shall sign the new performance appraisal and that signature shall only indicate that the employee has read the performance appraisal. A copy shall be provided the employee at this time.

All written comments provided by the employee shall be attached to the performance appraisal.

Every employee shall receive a performance appraisal at the end of a trial service period, and at least annually thereafter by the employee's eligibility date even if the employee is at the maximum rate for his/her class.

Performance ratings is pass/fail. Employees rated "Fail" shall not receive an increase. The denial of a merit increase is grievable when the supervisor fails to document and inform the employee of deficiencies and/or problems that led to the denial of the merit increase as they occur throughout the evaluation period.

Section 2.

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

ARTICLE 12 - LIMITED DURATION APPOINTMENTS

Section 1.

Persons may be hired for special studies or projects of uncertain or limited duration which are subject to the continuation of funding for a specific project. Such appointments shall be for a stated period not exceeding two (2) years but shall expire upon the earlier termination of the special study or projects unless extended by Legislative process.

Section 2.

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

B. An employee appointed from regular status from any State agency to a limited duration appointment in the bargaining unit shall be reinstated to his/her former classification if it exists within this bargaining unit when the limited duration appointment is terminated. If the former classification does not exist within this bargaining unit, the employee will be laid off if entitled to layoff rights. Such return right shall not apply if charges are filed and he/she is discharged as provided in Article 22 (Discipline and Discharge).

Every good faith effort will be made to provide a copy of the recruiting announcement or posting to the Union Representative or a Shop Steward.

Section 3.

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

A. That the appointment is of limited duration.

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

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

ARTICLE 13 - 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 the supervisor to be considered for job share positions. The supervisor shall determine if job sharing is appropriate for a specific position and will recruit and select employees for job share positions. Where job sharing is determined appropriate, the supervisor agrees to provide written notification to all job share applicants of available job positions in their bargaining unit in the agency.

Section 3.

Job sharing employees shall accrue vacation leave, sick leave and holiday pay based on a prorate 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 Agency is unable to recruit qualified applicants, 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.

ARTICLE 14 - CLASSIFICATION and CLASSIFICATION CHANGES

Section 1. Work Out of Classification

A. When an employee is assigned, in writing, by the **OEM-OSP** for a limited time period to perform the major distinguishing duties of a position at a higher level classification for ten (10) calendar days, that employee shall be paid at; the next higher step in the employee's current classification; the next higher rate on the compensation plan salary schedule if the employee is at the maximum step of his/her current salary range; or the first step in the new salary range, whichever is greater.

When assignments are made to work out of classification for more than ten (10) calendar days, the employee shall be compensated for all hours worked beginning from the first day of the assignment for the full period of that particular assignment. At the Union's request, the duration of the assignment shall be reviewed by the **OSP's??** Labor Relations Unit.

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

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

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

Section 2. Employee Request for Reclassification Procedure

A. Employees may request reclassification by submitting a completed and approved Position Description Form and written explanation for the proposed reclassification. The employee must identify a specific classified classification that is not specific to another State agency to the **Agency Personnel Office**. Employee's request for reclassification must be based on an assertion that the duties and responsibilities of a position have been significantly enlarged, diminished or altered, but the knowledge, skills and abilities required are still essentially similar to those previously required.

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

Section 3. Upward Reclassification

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

Section 4. Pay for Upward Reclassification

Rate of pay upon upward reclassification shall be the first step of the new salary range, unless the old salary rate was higher than the first step of the new salary range, then the next higher step in the new salary range. In no case shall it exceed the new salary range maximum.

When the **OEM OSP** determines that a reclassification is justified, the employee will receive work out of class compensation from the date the request was received by the **Personnel Office** until the position receives budget reclassification approval or the higher level duties are removed.

Section 5. Pay Date of Upward Reclassification

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

B. At the discretion of management, the salary eligibility date may remain the same or be established twelve (12) months thereafter.

Section 6. Pay for Upward Reclassification Denial

If the Emergency Board or Legislature does not approve the reclassification request, the employee shall be paid the rate of pay of the higher level classification from the first of the month following the month in which the reclassification request was

received by the **Agency Personnel Office[r]** to the date the duties were removed. Any work out of classification pay received during that period shall be deducted from the proposed salary rate.

Section 7. Downward Reclassification

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

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

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

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

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

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

Section 8. Equal Reclassification Rate

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

Section 9.

A. If an employee's reclassification request is denied pursuant to Section 2 of this Article, or an employee's position is to be reclassified downward pursuant to Section 7 of this Article, the Union may appeal the decision to the **OEM Director OSP's** or designated representative within fifteen (15) calendar days after receipt of the **OEM's OSP's** decision. The written appeal must state:

The reason(s) why the **OEM OSP's** decision is arbitrary.

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

B. If the **OEM's OSP's** response does not resolve the matter, the Union may, within fifteen (15) calendar days from the date of the **OEM OSP** response, appeal the decision to arbitration under this Article of this Agreement. The selection of an arbitrator shall be pursuant to Section 6 of Article 23 (Grievance Procedure). The appeal must be in writing and sent to the Labor Relations Unit of the Department of Administrative Services within fifteen (15) calendar days after receipt of the **OEM OSP's** written response in sub (A) of this Section. The appeal must state the following:

The reason(s) why the decision was arbitrary.

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

This section shall supersede Section 7 of Article 23 (Grievance Procedure) on the delineation of the arbitrator's authority on matters spoken to in this Article.

ARTICLE 15 - REVIEW OF CLASSIFICATION SERIES

Section 1.

The Department of Administrative Services, HRSD, Labor Relations Unit shall notify the Union of intended classification studies affecting this bargaining unit.

Section 2.

Whenever a change in class specifications or a new classification is proposed affecting members from this bargaining unit, it is agreed that the Department of Administrative Services, Labor Relations Unit, will submit the classification to the Union to provide opportunity for its review and comments. Within thirty (30) days of its receipt of the classification, the Union may present written comments raised on behalf of the represented employees. Any extension of time specified shall be mutually agreed to in writing.

Section 3.

The Union may recommend classification studies to be conducted by the Department of Administrative Services and Labor Relations Unit indicating the reasons for the need for such studies.

ARTICLE 16 - LAYOFF

Section 1.

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

Section 2.

The layoff procedure shall occur in the following manner:

A. The OEM OSP shall determine the specific positions to be vacated and employees in those positions shall be notified of layoff. The OEM OSP shall notify, in writing, all affected employees of their service credits and contractual bumping rights. The OEM OSP shall notify the Union in writing of the service credits of all employees in

all affected positions. The **OEM OSP** shall also post a copy of the service credits of all affected positions on employee bulletin board(s).

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

C. Employees shall be laid off and service credits calculated within a geographic area and within the following separate categories:

- (1) Permanent full-time positions
- (2) Permanent part-time positions

An initial trial service employee can not displace any regular status employee.

D. An employee notified of a pending layoff ~~shall be placed into an available vacant position or displace the employee in their geographic area with the lowest service credits in the same classification for which he/she is qualified. If a position is not available in the same geographic area, then the employee shall select one (1) of the following options and communicate such choice in writing to the Personnel Section within five (5) business days after receipt of layoff notification, of the option selected. Employees will be placed into available vacancies prior to displacing employees with lowest service credits for the option selected, either 1, 2 or 3.~~

1. The employee may be placed into an available vacant position or displace an employee with the lowest service credits in the same classification statewide for which he/she is qualified.

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

23. The employee may demote into an available vacant position or demote to the lowest service credits position in any classification for which he/she is qualified statewide. Employees who elect to demote shall be placed on **any the Agency's geographic area** layoff list, ~~of his/her choice within the agency for the classification from which he/she demoted.~~

34. The employee may elect to be laid off. An employee who elects to be laid off shall be placed on the agency layoff list for the represented service classification from which laid off.

E. To be qualified for the options under Section 3(D)(1), (2) and (3), the employee must meet all of the minimum qualifications for the position's classification and must be capable of performing the specific requirements of the position as stated in the position description within two weeks. An employee who is seeking to bump another employee has no right to a trial service period of any duration in the position into which the employee is attempting to bump. Further, the two week time period is for the purposes of orienting an employee to the position, not training the employee to perform the work.

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

F. When exercising an option under Section 3(D) an employee shall only be eligible to displace another employee with lower service credits.

G. Employees filling job share position 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.

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

Section 3.

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

A. One (1) point per month for each full month of unbroken service in state service excluding temporary service. A break in service is a separation or interruption of employment without pay of more than two (2) years. All part-time service shall be credited on a prorated basis. Periods of leave without pay of fifteen calendar (15) days or more will be deducted from service credits calculations. When a layoff is announced, service credits scores shall be frozen on that date until the layoff and any subsequent bumping activity is completed.

B. Tie Scores

1. If two (2) or more employees have equal service credit within the **same geographic area**, the order of layoff shall be in inverse of the greatest length of continuous State Service.

2. If the first method does not break the tie, the employee with the least length of continuous service in the **OEM State Police** shall be scheduled for layoff.

3. Should a tie between employees still exist, the order of layoff shall be at the discretion of the appointing authority.

Section 4.

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

Section 5.

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

Section 6. Agency Layoff Lists

Names of regular status employees of the **OSP OEM** who have separated from the service of the State in good standing by layoff or who have demoted in lieu of layoff shall be placed on layoff lists in service credit order established by the classification from which the employee was laid off or demoted in lieu of layoff.

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

Section 7. Recall

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

If an employee on a layoff list is offered a position, he/she will have one right of refusal. Upon the second refusal, the employee's name will be removed from the agency layoff list. ~~for that geographic area.~~

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

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

Section 8. Geographic Area

Statewide.

~~Area I:~~ Work Sites: Astoria, McMinnville, Portland, Tillamook

~~Area II:~~ Work Sites: Albany, Florence, Newport, Salem, Springfield, Corvallis

~~Area III:~~ Work Sites: Coos Bay, Gold Beach, Medford, Roseburg, Klamath Falls

~~Area IV:~~ Work Sites: Baker City, LaGrande, Ontario, Pendleton, Bend, The Dalles,

The Union will be notified when the OEM Department adds or closes work sites in the geographic areas.

Section 9.

Any temporary interruption of employment because of lack of work or unexpected or unusual reasons beyond the Employer's control which does not exceed fifteen (15) consecutive days, shall not be considered a layoff if, at the termination of such conditions, employee(s) are to be returned to employment. Such interruptions of

employment shall be recorded and reported as leave without pay for FLSA eligible employees.

Section 10.

Employees who elect to displace, demote and/or recalled from layoff do not receive reimbursement for travel nor moving expenses associated with the appointment.

Section 11.

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

Section 12.

When the Employer declares that a lack of funds will necessitate a layoff, the Union will meet, if requested by the Employer, to consider such alternatives to layoffs as: voluntary reductions in hours; voluntary leaves of absence without pay; other voluntary programs and/or temporary interruptions of employment. Such alternatives shall be subject to mutual agreement by the Union and the Employer. In the absence of such mutual agreement, the Employer may implement layoff procedures consistent with the Collective Bargaining Agreement.

ARTICLE 17 - EDUCATION AND TRAINING

Section 1.

The **Agency Department** will, as far as it is reasonably practicable to do so, provide training and education opportunities for employees including support and technical staff. Such opportunities may include, but not be limited to, job-related training, career development, job rotations, and special assignments. The **Agency Department** will obtain and disseminate current information about available training and opportunities on a timely basis.

Section 2.

Training for employees may be conducted both during and outside of an employee's work schedule. When an employee's attendance is required by the **Agency Department**, the employee shall be notified in writing, and the employee shall be paid for the time as time worked.

Section 3.

The **Agency Department** may offer in-house training for employees to improve their knowledge, skills and abilities to perform their job. Attendance at such training may be mandatory without loss of pay to the employee. The **Agency Department** shall determine the method of travel and employees may be reimbursed for travel expenses as appropriate under the travel policy.

Section 4.

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

Section 5.

Where the agency requires an employee to be a notary public, the agency will pay for such certification until such requirement is removed.

ARTICLE 18 - REIMBURSEMENT OF PERSONAL PROPERTY

Section 1.

The Agency will follow, and the employee may only pursue claims pursuant to, Risk Management Rules and Policy.

Section 2.

~~For employees assigned as Evidence Technicians, agency-issued apparel, required to be worn in the performance of the employee's duties, that comes into contact with substantiated biohazard substances, subject to supervisory approval, will be laundered at the Agency's expense.~~

~~The current practice of laundering lab coats at Agency expense will continue.~~

ARTICLE 19 - TRAVEL, MILEAGE and MOVING EXPENSE REIMBURSEMENT

Section 1. Travel and Mileage Allowance.

Reimbursements and procedures will be in accordance with Oregon Accounting Manual, Policy No. 40.01.00.PO, and its successors. Changes in this policy will be automatically incorporated into this contract article.

Section 2. Moving Expenses.

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

ARTICLE 20 - SAFETY AND HEALTH

It is further the intent of this Agreement that the parties will mutually strive to maintain a suitable and safe working environment for all employees. The employer agrees to abide by standards of safety and health in accordance with Oregon Statutes and Administrative Rules, including immunization against or testing for exposure to serious communicable disease while performing their official duties. Issues arising under this Section are not arbitrable.

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

ARTICLE 21 - CONTRACTING OUT

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

Notify the Union and upon request of the Union will bargain the decision's impact on the members of the bargaining unit.

ARTICLE 22 - DISCIPLINE AND DISCHARGE

Section 1.

A. Progressive discipline shall be used when appropriate. Disciplinary action, including discharge, for regular status employee shall be for just cause.

B. Reduction, suspension, and demotion Appeals. An FLSA non-exempt employee reduced in pay, demoted, or suspended without pay and an FLSA exempt employee suspended without pay in full work week increments or demoted shall receive written notice of the discipline with the specific charges and facts supporting the discipline at the time disciplinary action is taken. An FLSA exempt employee demoted or suspended for safety violations consistent with the salary basis requirements of the FLSA shall receive written notice of the discipline and of the specific charges supporting the discipline. The reduction, demotion or suspension of a regular status employee may be appealed directly to STEP 3 of the Grievance Procedure and must be within fifteen (15) calendar days from the effective date of the action.

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

D. If the grievance remains unresolved at STEP ~~3-4~~, the Union may file the grievance in writing with the Department of Administrative Services, Labor Relations Unit within fifteen (15) calendar days following date the response at STEP ~~3 4~~ was due or received, whichever is sooner. The Department of Administrative Services, Labor Relations Unit, shall respond within fifteen (15) calendar days following receipt of the appeal.

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

E. If the grievance is unresolved following Department of Administrative Services review, the Union may submit in writing the grievance to arbitration. The appeal must be in writing and received by the Department of Administrative Services within fifteen (15) calendar days after the Step ~~4 5~~ response was due or received, whichever is sooner, according to Article 23, Grievance Procedure.

Section 2. DISMISSAL

A. Where discharge may be contemplated, 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 immediate excluded supervisor at a time and date set forth in the notice which date shall not be less than seven (7) calendar days from the date the notice is received. The employee shall be permitted to have a Union Representative or shop steward present. At the discretion of the

immediate excluded supervisor, the employee may be suspended with or without pay, reassigned, or be allowed to continue their work as specified within the pre-dismissal notice. Should an employee be suspended without pay, the employee will first be afforded notice and the right to present mitigating circumstances to the Supervisor.

B. Dismissal grievances for regular status employees shall be filed at Step 4 of Article 23, Grievance Procedure within fifteen (15) calendar days of the effective date of the dismissal. The ~~DAS-Labor Relations Unit Superintendent or designee~~ shall respond within fifteen (15) calendar days following receipt of the appeal.

C. If the grievance is not resolved at the ~~Step 4 Superintendent or designee step~~ of the Grievance Procedure, the Union shall (if it chooses to appeal) file, in writing, for arbitration pursuant to Article 23 within fifteen (15) calendar days after the response from Step 4 was due or received, whichever is sooner, to the Department of Administrative Services, Labor Relations Unit.

Section 3.

If the employee does not approve sending the notices of pre-dismissal, suspension, reduction, demotion and dismissal to the Union then the employee shall sign a waiver form. If a waiver is not signed, the notices shall be forwarded to the Union on the same day as the employee is notified.

ARTICLE 23 - GRIEVANCE PROCEDURE

Section 1.

Grievances are defined as act(s), omission(s), application(s) or interpretation(s) alleged to be violations of the terms and conditions of this Agreement.

Section 2.

It is the intent of the ~~OEM OSP~~ and the Union to resolve employee grievances by informal methods if possible. However, such informal methods do not supersede the timeline requirement outlined in this Article except by mutual agreement pursuant to Section 10. If the Union desires a formal resolution of any grievance as defined in Section 1 (except complaints of unlawful discrimination), such grievance shall be processed as provided under Section 3 Step 2 of this Article.

Section 3. GRIEVANCE STEPS

Employee may elect to file the grievance at either Step 1 or Step 2. If Step 1 is used and the response does not resolve the grievance, the Union may file an official grievance on its official grievance form in writing at the STEP 3 level.

STEP 1 - Informal Step (Optional)

Any affected employee may file a grievance within thirty (30) calendar days of the date that the employee knew or should have known of the alleged violation(s). The grievant shall provide, in writing, (a) a statement of the grievance and the relevant facts

sufficient to process the grievance; (b) the specific provision or provisions of the Agreement alleged to be violated; and (c) the remedy sought.

Prior to the supervisor's response, the supervisor shall meet with the grievant. The supervisor shall provide a written response to the grievant within fifteen (15) calendar days of receipt, with a copy to the Union.

If the grievance is resolved at STEP 1, the informal grievance settlements shall be reduced to writing and signed by the grievant and first line supervisor, who shall send a copy, when signed, to the assigned AFSCME Council Representative and the **OSP will forward to DAS** Labor Relations Unit. Each informal grievance settlement shall include the following statement:

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

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

STEP 2 - If STEP 1 (Informal Step) is not utilized, the Union may file an official grievance on the official grievance form to the immediate excluded supervisor within thirty (30) calendar days of the alleged violation (s). The grievance shall include: (a) a statement of the grievance and the relevant facts sufficient to process the grievance; (b) the specific provision or provisions of the Agreement alleged to be violated; and (c) the remedy sought. Once the grievance has been filed at STEP 2, it cannot be expanded. The supervisor shall respond in writing within fifteen (15) calendar days after receipt of the grievance.

~~**STEP 3** - If the grievance remains unresolved at STEP 2, the Union may file the grievance in writing to the Division Director or District Commander, within fifteen (15) calendar days following the date the response at STEP 2 was due or received, whichever is sooner. The Division Director or District Commander and/or designee shall respond within fifteen (15) calendar days following receipt of the appeal.~~

STEP 3-4 - OEM Director Superintendent or designee. If the grievance remains unresolved at STEP ~~2-3~~, the Union may file the grievance in writing with the OEM Director Superintendent or designee within fifteen (15) calendar days following date the response at STEP ~~2-3~~ was due or received, whichever is sooner. The OEM Director Superintendent or designee shall respond within fifteen (15) calendar days following receipt of the appeal.

STEP 4-5 - **DEPARTMENT OF ADMINISTRATIVE SERVICES, LABOR RELATIONS UNIT REVIEW.** If the grievance remains unresolved at STEP ~~3-4~~, the Union may file the grievance in writing with the Department of Administrative Services, Labor Relations Unit within fifteen (15) calendar days following date the response at STEP ~~3-4~~ was due or received, whichever is sooner. The Department of Administrative Services, Labor Relations Unit, shall respond within fifteen (15) calendar days following receipt of the appeal.

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

If the grievance is unresolved following Department of Administrative Services review, the Union may submit in writing the grievance to arbitration.

STEP 5 ~~6~~ - SUBMISSION TO ARBITRATION. To be valid, a request for arbitration must be in writing and received by the Department of Administrative Services within fifteen (15) calendar days after the STEP 4 ~~5~~ (~~STEP 4 for Dismissals~~) response was due or received whichever is sooner.

Section 4.

Employees are entitled to representation by either a Union Representative or Shop Steward at any Step, except Step 1.

Section 5.

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

Section 6. SELECTION OF THE ARBITRATOR

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

Section 7. ARBITRATOR'S AUTHORITY

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

Section 8. EXPENSES OF ARBITRATION

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

Section 9. MEDIATION

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

Section 10.

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

Section 11.

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

Section 12.

If the employee does not approve sending the notices of pre-dismissal, suspension, reduction, demotion and dismissal to the Union, the employee shall sign a waiver form. If a waiver is not signed, the notices shall be forwarded to the Union on the same day as the employee is notified.

ARTICLE 24 - LABOR-MANAGEMENT COMMITTEE

Section 1. Purpose

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

Section 2. Committee Composition

The Committee shall be composed of up to ~~three (3)~~ **five (5)** bargaining unit members appointed by the Union and up to ~~three (3)~~ **five (5)** members of management appointed by the ~~OEM OSP for the first four (4) meetings, including training, and reduced to four (4) members for subsequent meetings.~~ One management **and one union member** may be designated to serve as an alternate. Individuals may be invited, who may provide information or act as advisors, with the approval of the Labor Management Committee. Agency employees appointed to the committee shall be in pay status during time spent in committee meetings. Approved time spent in meetings shall neither be charged to leave credits nor considered as overtime work.

Section 3. Meetings and Agenda

The Labor/Management Committee shall meet as necessary.

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

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

Section 4. Authority of Committee

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

No discussion or review of any matter by the Labor/Management Committee shall forfeit or affect the time frames of the settlement of disputes procedure (Article 23).

Section 5. Committee Evaluation

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

ARTICLE 25 - SALARIES

Section 1.

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

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

employee contributions required to be contributed pursuant to ORS 238.200. Such Employer "picked up" or paid employee contributions shall be credited to employee accounts and shall be considered to be employee contributions for the purposes of ORS 238.005 to 238.750.

Section 2.

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

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

Section 3.

A. General Salary Increases:

Subject to ORS 243.702, effective January 1, 2002, salary rates for bargaining units participating at the AFSCME central table shall be increased by two percent (2%).

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

B. Compensation Plan Squaring:

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

ARTICLE 26 - HEALTH INSURANCE

Section 1.

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

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

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

Employee	\$387.14
Employee and Spouse	\$520.12

Employee and Child(ren)	\$443.59
Employee and Family	\$531.97

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

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

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

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

Should the additional subsidy amount be insufficient funds to cover full premium costs, the PEBB, in its sole discretion, may decide to use the PEBB reserve funds to cover any additional subsidy beyond the \$85.00. If PEBB does not release sufficient reserves, the parties agree to delay implementation of the effective date of the February 1, 2003 salary increase by one month or as agreed to by the parties.

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

Section 2.

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 27 - SHIFT DIFFERENTIAL

Section 1.

An employee, who is not in paid overtime status for time worked, shall be paid an additional differential of fifty cents (\$0.50) per hour for each hour or major portion (thirty minutes or more) thereof worked between 6:00 PM and 6:00 AM and for each hour or major portion (thirty minutes or more) thereof worked on Saturday and Sunday.

Section 2

This Article shall not apply when an employee is on any paid leave condition or on-call or standby duty.

ARTICLE 28 - PAYDAY AND PAY ADVANCES

A. All employees shall normally be paid no later than the first of the month. When a payday occurs on Monday through Friday, payroll checks shall be released to employees on that day. When a payday falls on a Saturday, Sunday or Holiday, employee paychecks shall be made available after 8:00 a.m. on the last working day of the month. The release day for December paychecks dated January 1 shall be the first working day in January to avoid the risk of December's paychecks being included in the prior year's earnings for tax.

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

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

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

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

ARTICLE 29 - SALARY ADMINISTRATION

Section 1. Merit Salary Increase

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

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

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

Section 2. Salary on Promotion

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

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

Section 3. Salary on Demotion.

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

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

Whenever employees demote to a job classification in a lower range, but their previous salary is above the highest step for that range, the employee shall be paid at the highest step in the new salary range.

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

Section 4. Salary on Lateral Transfer

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

Section 5. Effect of Break in Service

When an employee separates from State service and subsequently returns to State service with the **OEM OSP** within a two (2) year period, except as a temporary employee, the employee's previous salary eligibility date shall be adjusted by the amount of break in service.

Section 6. Rate of Pay on Appointment from Layoff List

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

ARTICLE 30 - RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS AND UNDERPAYMENTS

Section 1. Overpayments

A. In the event that an employee receives wages or benefits from the Agency to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Agency shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid other than the normal monthly payroll reconciliations. 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 section shall not apply to claims disputing eligibility for payments which result from other provisions of the Agreement. Employees claiming such payments must pursue those claims pursuant to the time lines elsewhere in this agreement.

Section 3. Payroll Reconciliation

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

ARTICLE 31 - REPORTING PAY

An FLSA eligible employee who is scheduled for work and reports for his/her regular work shift, except for situations addressed in the Increment Conditions Article, and is released from work shall be paid the equivalent of two (2) hours pay at the one and one-half time rate. When the employee actually begins his/her scheduled shift, the employee shall be paid for the remainder of the scheduled shift.

Part-time hourly paid employees, who actually begin their scheduled shift, shall be paid for the remainder of their scheduled shift.

ARTICLE 32 - ON-CALL OR STANDBY PAY

Section 1 - On-Call

A. Employees who are scheduled as the designated Oregon Emergency Response System (OERS) duty officers and the State Search and Rescue Coordinator (SSRC), shall be paid one (1) hour of pay at the regular straight time rate for each six (6) hours of assigned on-call duty. The OERS or SSRC who are assigned

on-call duty for less than six (6) hours shall be paid on a prorated basis. If the Employer designates and/or assigns in writing other bargaining unit employees on-call duty status, they shall also receive the same on-call compensation.

B. No employee is eligible for any premium pay compensation while on on-call duty except as expressly stated in this Article.

C. On-Call duty time shall not be counted as time worked in the computation of overtime hours worked but on-call pay shall be included in the calculation of the overtime rate of pay.

Section 2 - STANDBY DUTY

A. An employee shall be on standby duty when specifically required to be available for work outside his/her normal working hours, and subject to restrictions consistent with the Fair Labor Standards Act (FLSA) which prevents the employee from using the time while on standby duty effectively for the employee's own purposes.

B. Compensation for standby duty shall be the minimum wage rate of pay. Overtime hours shall be at the appropriate rate pursuant to Article 33.

Section 3.

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

ARTICLE 33 - HOURS OF WORK/OVERTIME

Section 1. - Work Week

The workweek shall begin at 00:01 on Sunday and end at 24:00 midnight the following Saturday.

Work schedule is defined as the time of day and the days of the week the employee is assigned to work. A regular work schedule is five (5) consecutive eight (8) hour days. Alternative work schedules are anything other than five (5) consecutive eight (8) hour days. Work shifts may be adjusted based on the operational needs of the agency. For work schedules changes, management will provide as much notice as practicable to the affected employees.

When there is a work schedule adjustment that which changes the work schedules of an entire work unit, employee seniority (based on Article 34) will be used insofar as practicable to fill the available scheduled slots. It is recognized that disputes arising from this section of the contract are not grievable, and that decisions will be based upon operating requirements as defined by management.

Management is not precluded from temporarily delaying the placement of employees onto the new schedule, nor subsequently changing the work schedules of one or more employees.

Management reserves the right to continue rotating shifts in OEM ~~and/or LEDS.~~

Section 2. - Meal and Rest Breaks

Employees who are not scheduled a duty-free meal period shall have meal periods counted as hours worked. All other employees shall be granted a meal period of not less than thirty (30) minutes nor more than one (1) hour unless mutually agreed otherwise between the employee and the Supervisor. Meal periods shall be scheduled at approximately mid-period of the employees' work shift.

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

Section 3. - Overtime

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

B. Time worked for the purpose of this Agreement is all paid time, excluding paid time used for sick leave purposes and unscheduled comp time leave.

C. Eligible employees, as defined by FLSA, shall be compensated at the rate of time and one-half (1-1/2) and, at the discretion of management, in the form of pay or compensatory time off for authorized overtime worked over eight (8) or in excess of their daily scheduled hours of work or forty (40) hours in any one (1) workweek. No application of this Article shall be interpreted to provide for compensation for overtime at a rate exceeding time and one-half.

D. The supervisor shall give notice of any overtime to be worked. Overtime worked will be subject to prior supervisory authorization. Prior authorization shall be granted on a case by case basis. Overtime will be assigned to the employee most suited to perform the work. Overtime not requiring assignment to a specific employee will be offered on a voluntary basis to qualified employees from the affected work unit.

E. An FLSA eligible employee may accrue up to eighty (80) hours of compensatory time off.

F. Notwithstanding Section 5 and Section 3.B., OEM-exempt employees who are required to work as a result of a Presidential declared disaster, shall receive time off for authorized time worked in excess of forty (40) hours per workweek, excluding paid leave, at the rate of one (1) hour off for one (1) hour of overtime worked. Eligibility for accrual of compensatory time off is limited to the first three (3) workweeks of the declared disaster and is not subject to the cap on accrual of compensatory time during that period. This time off shall be used with the fiscal year earned or shall be lost, except time earned in the last ninety (90) days may, at the discretion of management, be carried forward into the next fiscal year.

Section 4. - Compensatory Time Off

Subject to the operating requirements of the **OEM OSP** and in advance of the requested time off, an employee shall have his/her choice of scheduling compensatory time off on a first come, first served basis. If two (2) or more employees under the same supervisor request the same period of time off on the same day and this conflicts with

operating requirements, the employee having the greatest seniority with the Agency shall be granted the time off if the matter can not be resolved by agreement between the employees concerned. However, an employee shall not be given this length of service consideration more than once in every two (2) years. Compensatory time may be taken in time increments of less than eight (8) hours.

Section 5. - Exempt Employees

Sections 1-4 of this Article do not apply to employees exempt from FLSA. Exempt employees shall have a professional workweek that is consistent with the law and the collective bargaining agreement and meets the operating needs of the agency.

ARTICLE 34 - SENIORITY

For current **OEM OSP** employees, for purposes of compensatory time off and vacation scheduling seniority means all time spent in continuous State service and for employees hired after **December 21, 2001** ~~October 13, 1997~~ seniority means continuous **OEM OSP** service. Time spent in temporary service shall not count toward seniority. A break in service is a separation or interruption of employment without pay of more than two (2) years. Periods of leave without pay of fifteen calendar (15) days or more will be deducted from seniority calculations.

Once annually the Union may request the **OEM OSP** to prepare seniority list.

ARTICLE 35 - VACATION LEAVE

Section 1. Vacation Leave for Full-Time Employees

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

After six (6) months through fifth (5th) year	twelve (12) workdays for each twelve full months of service (eight (8) hours per month)
After fifth (5th) year through tenth (10th) year	fifteen (15) workdays for each twelve (12) full months of service (ten (10) hours per month)
After tenth (10th) year through fifteenth (15th) year	eighteen (18) workdays for each twelve (12) full months of service (twelve (12) hours per month)
After fifteenth (15th) year	Twenty-one (21) workdays for

through twentieth (20th) year

each twelve (12) full months of service
fourteen (14) hours per month)

After twentieth (20th) year

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

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

Section 2. Determination of Eligibility for Vacation Accrual

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

Section 3. Determination for Accrual of Vacation Leave

If an employee has a break in service and that break does not exceed two (2) years, he/she shall be given credit for the time worked prior to the break in service except for periods of LWOP of fifteen (15) days or more.

Section 4. Termination Vacation Pay

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

Section 5. Scheduling of Vacations

A. The Supervisor shall provide a sign-up period for vacation between December 1 and December 31. An annual calendar, supplied by the work unit, shall be provided, wherein by seniority as defined in the seniority article, the employee shall select one (1) block of time for the calendar year. A block of time shall be one (1) workweek or consecutive workweeks. After the vacation scheduling period has ended, future vacation requests will be on a first come first serve basis, including changes to previously scheduled vacation requests..

Seniority selection of the same block of time shall not be permitted for the next period unless that block remains available after the conclusion of the sign up period.

B. If an employee is transferred, his/her choice of vacation made during his/her previous assignment shall be granted unless the choice conflicts with a previously scheduled vacation in the new work unit .

Sufficient accrued vacation leave must be anticipated to be available to cover the period of time the employee requests.

C. All vacation requests are subject to the operating needs of the agency.

Section 6. Vacation Accrual

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

B. An employee transferring in from another State agency may transfer up to eighty (80) hours of accrued vacation leave.

C. To avoid losing vacation time an employee who is using sick leave on a compensable work related injury, may convert to vacation leave until such time they have sufficiently lowered their vacation leave balance. In addition, they may request payment for previously approved vacation leave in excess of two-hundred fifty (250) hours that the employee would not be able to use pursuant to the conversion in this section.

1. To avoid losing vacation the employee must request vacation leave. When such leave is impossible, a cash payment of not more than forty (40) hours shall be made. In lieu of cash payment, the Employer shall, only after making a good faith effort to reach mutual agreement with the employee, schedule time off in excess of two hundred and fifty (250) hours within sixty (60) days prior to the date the vacation leave would reach two hundred and fifty (250) hours.

Section 7.

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

Section 8.

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

ARTICLE 36 - SICK LEAVE

Section 1. Accrual Rate of Sick Leave With Pay Credits

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

Section 2. Eligibility for Sick Leave With Pay

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

Section 3. Determination of Service for Sick Leave With Pay

Regular scheduled time worked and all leave with pay of thirty-two (32) hours or more in each month shall be included in determining the pro rata accrual of sick leave credits.

Section 4. Use of Sick Leave With Pay

An employee who has 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, exposure to contagious disease, attendance upon members of the employee's immediate family (employee's parents, wife, husband, children, brother, sister, grandmother, grandfather, father-in-law, mother-in-law, son-in-law, daughter-in-law, or another member of the immediate household) where employee's presence is required because of illness or death in the immediate family of the employee or the employee's spouse. The employee has the duty to make other arrangements, within a reasonable period of time, for the attendance upon children or other persons in the employee's care. Certification of an attending physician or practitioner may be required by the Supervisor to support the employee's claim for sick leave if the employee is absent in excess of three (3) work days or if the Supervisor believes that the employee is abusing sick leave privileges. The Supervisor may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the Supervisor has reason to believe that the employee's return to work would be a health hazard to either the employee or to others.

In addition, an employee shall be eligible to use earned sick leave credits for pre-scheduled routine medical and dental appointments and in cases of emergency medical and dental appointments with authorization from his/her supervisor.

The employee shall notify his/her supervisor as soon as possible when utilizing sick leave

Section 5. Sick Leave With Pay on Termination

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

Section 6. Restoration of Sick Leave Credits

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

Section 7. Sick Leave Without Pay

After earned sick leave has been exhausted, the employee shall be required to use other paid leave prior to requesting sick leave without pay. The supervisor may grant sick leave without pay for any non-job-incurred injury or illness of a continuous and an extended nature to any employee upon request for a period up to one (1) year.

The **OEM OSP** may require that the employee submit a certificate from the attending physician or practitioner in verification of disability. Any cost associated with

the supplying of a certificate concerning a non-job-incurred injury or illness shall be borne by the employee. In the event of a failure or refusal to supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude that employee from the performance of duties as set forth in the employee's position description, such sick leave may be canceled by registered letter to the last known address. Failure to return to work as directed and/or supply a certificate within five (5) days of delivery or attempted delivery of the registered letter shall be deemed a resignation.

Section 8.

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

ARTICLE 37 - HARDSHIP LEAVE

Section 1.

As used in this Article:

- A.** "Accumulated Leave" includes but is not limited to sick, vacation, and compensatory leave.
- B.** "Costs" include all direct and indirect costs, such as wages, insurance premiums, flex benefits, retirement contributions and payroll taxes.
- C.** "Prolonged Illness or Injury" means inability to work because of a catastrophic illness or injury or major medical treatment that the treating physician certifies in writing.

Section 2.

OEM OSP employees may make irrevocable donations of accrued vacation leave, in two (2) hour increments, to another employee of the **OEM OSP** not on initial trial service who has exhausted all accumulated leave while the immediate family member as defined in Article 36, Section 4 or employee is recuperating or recovering from a catastrophic prolonged illness or injury. Donations shall be posted to the donee's leave balance as needed. Donations not used will not be deducted from the donor's vacation leave balance.

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

ARTICLE 38 - HOLIDAYS

Section 1.

The following compensable holidays shall be recognized:

- A. New Year's Day on January 1;
- B. Martin Luther King, Jr.'s Birthday on the third Monday in January;
- C. President's Day on the third Monday in February;
- D. Memorial Day on the last Monday in May;
- E. Independence Day on July 4;
- F. Labor Day on the first Monday in September;
- G. Veterans Day on November 11;
- H. Thanksgiving Day on the fourth Thursday in November;
- I. Christmas Day on December 25;
- J. Every day appointed by the President of the United States as a day of mourning, rejoicing or other special observance only when the Governor also appoints that day as a holiday.

Holidays will normally be considered days off.

Section 2. Observance

For personnel who work Monday - Friday and normally take all holidays off, each time a holiday specified in Section 1 of this Article falls on a Saturday, the preceding Friday shall be recognized as the holiday and each time the holiday specified in Section 1 of this Article falls on a Sunday, the following Monday shall be recognized as the holiday. For personnel who work on Saturday or Sunday and normally take all holidays off, the holiday specified in Section 1 of this Article will be on the day it falls. For other personnel who do not normally take all holidays off, the holiday specified in Section 1 of this Article will be on the day it falls.

A holiday shall be defined as starting at 00:01 on the holiday and ending at twelve midnight (24:00) on the holiday as specified in Section 1 of this Article.

Section 3.

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

Section 4.

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

Section 5.

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

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

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

If an employee is unable to utilize the time in this section due to operational needs of the Employer, the employee will be allowed to utilize the time prior to June 30 of each fiscal year.

ARTICLE 39 - OTHER LEAVES

Section 1. Leaves With Pay

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

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

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

3. Should any employee fail to work 1040 hours for the fiscal year, the value of personal leave time used may be recovered from the employee.

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

Such leave may be used by an employee for any purpose he/she desires and may be taken at times mutually agreeable to the **OEM OSP** and the employee.

B. Service With A Jury. An employee shall be granted leave with pay for jury duty. The **OEM OSP** reserves the right to petition for removal of the employee from jury duty if, in the **OEM OSP's** judgment, the operating requirements of the **OEM OSP** would be hampered.

C. Military Training Leave. An employee who has served with the State of Oregon or its counties, municipalities or other political subdivisions for six (6) months or more immediately preceding an application for military leave, and who is a member of the National Guard or of any reserve components of the armed forces of the United States is entitled to a leave of absence with pay for a period not exceeding fifteen (15) calendar days or eleven (11) workdays in any calendar year. If the training time for which the employee is called to active duty is longer than fifteen (15) calendar days, the employee may be paid for the first fifteen (15) days only if such time is served for the purpose of discharging an obligation of annual active duty for training in the military reserve or National Guard.

D. Pre-Retirement Counseling Leave. Each employee within three (3) years of chosen retirement age or date shall be granted, on a one time basis, up to three and one-half (3-1/2) days leave with pay to pursue bona fide pre-retirement programs. Employees shall request the use of leave provided in this Section at least five (5) days prior to the intended day of use.

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

When the date requested for pre-retirement leave cannot be granted for the above reason, the Agency shall offer a choice from three (3) other sets of dates. The leave discussed under this Section may be used to investigate and assemble the

employee's retirement program, including PERS, Social Security, Insurance, and other retirement income.

E. Court Appearances. When an employee is not the plaintiff or defendant, he/she shall be on paid status for appearance before a court, legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority for matters in connection with the employee's officially assigned duties. When the employee is in paid status, the employee shall turn into the Agency any money paid in connection with the appearance.

F. Test and Interviews. With written notice to the supervisor, an employee shall be allowed actual time up to two (2) hours with pay to take written pencil and paper tests at the test site(s) related to promotional opportunities within the **Agency Department**; up to eight (8) hours per calendar year with pay allowed for interviews for positions with another State agency or positions within the **Agency Department**.

G. Leaves with pay shall be used in accordance with FMLA and OFLA.

H. Bereavement Leave. Employees have the option to use sick leave, and with prior authorization to use vacation and compensatory leave, or when leave is not available leave without pay for absences from employment to discharge the customary obligations arising from a death in the immediate family of the employee or the employee's spouse as defined in Article 36, Section 4.

Section 2. Leaves Without Pay

A. Military Leave Without Pay. An employee in the State service shall be entitled to a military leave of absence without pay during a period of service with the armed forces of the United States. He/she shall, upon honorable discharge from such service, be returned to a position in the same class as his/her last held position, at the salary rate prevailing for such class, without loss of seniority or employment rights. Employees shall make application for reinstatement within ninety (90) days and shall report for duty within six (6) months following separation from active duty. Failure to comply may terminate military leave. If it is established that he/she is not physically qualified to perform the duties of his/her former position by reason of such service, he/she shall be reinstated in other work that he/she is able to perform at the nearest appropriate level of pay of his/her former class. An employee voluntarily or involuntarily seeking military leave without pay to attend service school shall be entitled to such leave during a period of active duty training. Military leaves of absence without pay shall be granted in compliance with the Veterans' Reemployment Rights Law, Title 38 USC Chapter 43. However, such reduction in salary will not be made for an FLSA exempt employee to testify on temporary military leave except for full work week increments where such leave causes an absence of one (1) or more full work weeks.

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

C. Educational Leave. In instances where the work of the **OEM QSP** will not be handicapped by the temporary absence of an employee, the employee shall be

granted a leave of absence without pay or educational leave without pay for up to one (1) year, subject to **OEM OSP** approval.

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

E. Leave without pay shall be granted after exhaustion of other leaves in accordance with FMLA and OFLA, except that an employee is not required to exhaust compensatory time during FMLA-qualifying events. For FMLA-qualifying events, an employee may retain up to a combined total of twenty-four (24) hours of vacation leave, personal business leave or compensatory time. Use of the leaves will be in accordance with this Agreement. Whenever possible, this designation shall be made prior to the beginning of the qualifying leave.

Section 3. Parental Leave.

Parental leave shall be granted in accordance with Federal/State Law as appropriate.

ARTICLE 40 - INCLEMENT CONDITIONS

When in the judgement of the **OEM Director Superintendent** or designee, weather conditions require closing or curtailing of operations after the FLSA eligible 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 Supervisor to reassign employees to other work for the balance of this shift.

When FLSA eligible employees are unable to report to work or are late due to road closure or traffic curtailment as a result of inclement weather, they shall be allowed to use accrued leave, except sick leave, to cover the absence. Upon the Supervisor's approval and subject to available work,, employees may be allowed to voluntarily adjust their work day. The employee agrees to waive any and all penalty payments as a result of the adjustment.

ARTICLE 41 - INCLEMENT CONDITIONS - FLSA EXEMPT EMPLOYEES

Section 1.

When in the judgment of the Employer/Agency, weather conditions require the closing of the work place after an FLSA exempt employee reports to work, the FLSA exempt employee shall be paid for the remainder of his/her work shift.

Section 2.

The agency may notify exempt employees not to report to work prior to the beginning of the work shift because of inclement weather or hazardous conditions. In such cases, the Agency will use radio or television announcements to attempt to notify employees of the closure prior to their leaving home. The Agency shall notify all employees of its radio or television selection by posting that notice on Agency bulletin boards.

If notice of closure occurs prior to the beginning of the work shift and the exempt employee is not otherwise approved to be on pre-scheduled leave or authorized to report to work at another location, the employee shall be paid for the work shift. However, an exempt employee may be required to use paid leave where the closure applies to that employee for a full work week.

Section 3.

Where local conditions dictate, exempt employees shall notify their supervisors that they are unable to report or will be late in reporting for work. In the event that the employee elects not to report to work the employee shall use accrued vacation leave or compensatory time or leave without pay.

ARTICLE 42 - WORKER'S COMPENSATION

Injured workers return to work shall be in accordance with appropriate **Agency Department** Policy and State law. Violations shall be pursued through the appropriate Worker's Compensation Board, BOLI, or insurance carrier.

Provisions contained in the **Agency Department** Policy may not be less than outlined in the law.

ARTICLE 43 - 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 two (2) 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). This provision does not prevent the Agency from calling employees for information not requiring call back. The employee will not be required to remain at home or available unless on standby or on-call as appropriate.

ARTICLE 44 - LEADWORK

Section 1.

Leadwork differential shall be defined as a differential for employees who have been formally assigned by their supervisor in writing "leadwork" duties for ten (10) consecutive calendar days or longer provided the leadwork or team leader duties are not included in the classification specification for the employee's position. Leadwork is where, on a recurring daily basis, the employee has been directed to perform substantially all of the following functions: to orient new employees, if appropriate; assign and reassign tasks to accomplish prescribed work efficiently; give direction to workers concerning work procedures; transmit established standards of performance to workers; review work of employees for conformance of standards; and provide informal assessment of workers' performance to the supervisor.

Section 2.

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

Section 3.

Leadwork differential shall not be computed at the rate of time and one-half (1 ½) for the time worked in an overtime or holiday work situation, or to effect a "pyramiding" of work out-of-classification payments. However, leadwork differential shall be included in calculation of the overtime rate of pay.

Section 4.

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

ARTICLE 45- IMPLEMENTATION OF NEW CLASSES—APPEALS PROCESS

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

Section 1.

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

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

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

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

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

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

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

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

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

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

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

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

classification more accurately depicts the overall assigned duties, authority, and responsibilities of the position.

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

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

ARTICLE 46 - BILINGUAL DIFFERENTIAL

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

LETTER OF AGREEMENT - LEDS SPECIALIST CLASSIFICATION STUDY

~~Management agrees to initiate a study of the LEDS Specialist classification. The study shall identify the labor market comparables and total compensation paid for similar work.~~

~~Such study shall be completed prior to December 1, 1998.~~

**LETTER OF AGREEMENT - 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.~~

COMPENSATION PLAN

July 1, 2001

CLASS #	CLASS TITLE	RANGE
C0011	MEDICAL TRNSCRPTN 2	15
C0103	OFFICE SPECIALIST 1	12
C0104	OFFICE SPECIALIST 2	15
C0107	ADMIN SPECIALIST 1	17
C0108	ADMIN SPECIALIST 2	19
C0204	PAYROLL ASSISTANT	13
C0205	PAYROLL TECHNICIAN	15
C0210	ACCOUNTING TECH 1	13
C0211	ACCOUNTING TECH 2	17
C0212	ACCOUNTING TECH 3	19
C0322	PUBLIC SERVICE REP 2	12
C0323	PUBLIC SERVICE REP 3	15
C0324	PUBLIC SERVICE REP 4	19
C0430	GRANTS/CONTRACT COORD	24
C0501	DATA ENTRY OPERATOR	11
C0705	PROPERTY SPEC 1	12
C0706	PROPERTY SPEC 2	14
C0771	PURCHASER 1	17
C0772	PURCHASER 2	21
C0773	PURCHASER 3	23
C0801	OFFICE COORDINATOR	15
C0803	FORENSIC LAB SUPP SPEC.	16
C0810	PROJECT COORDINATOR	26
C0812	PROGRAM TECH 1	23
C0813	PROGRAM TECH 2	27
C0816	PROGRAM REP 1	22
C0817	PROGRAM REP 2	26
C1115	RESEARCH ANALYST 1	17
C1117	RESEARCH ANALYST 3	26
C1205	FISCAL COORDINATOR 1	23
C1207	FISCAL COORDINATOR 2	27
C1215	ACCOUNTANT 1	21
C1216	ACCOUNTANT 2	23
C1217	ACCOUNTANT 3	27
C1218	ACCOUNTANT 4	30
C1332	TRAINING SPECIALIST	26
C1407	PROGRAMMER ANALYST	22
C1408	SYSTEMS ANALYST 1	25
C1409	SYSTEMS ANALYST 2	27
C1453	USER SUPP ANALYST 2	21
C1460	LEDS SPECIALIST	20
C1481	INFO SYSTEMS SPEC 1	17
C1482	INFO SYSTEMS SPEC 2	21
C1483	INFO SYSTEMS SPEC 3	24
C1484	INFO SYSTEMS SPEC 4	25
C1485	INFO SYSTEMS SPEC 5	28
C1486	INFO SYSTEMS SPEC 6	29

C1487	INFO SYSTEMS SPEC 7	311
C1488	INFO SYSTEMS SPEC 8	331
C2189	MUTIMEDIA REP	15
C3251	FACILITIES ENGINEER 1	25
C3252	FACILITIES ENGINEER 2	27
C3253	FACILITIES ENGINEER 3	29
C3243	FACILITIES ENGINEER 3	29
C4118	MAINT LABORER COORD	15
C4121	TRADES/MAINT WKR 2	17
C4338	SCNTIFC INSTRUCT TECH1	19T
C6811	LABORATORY TECH 2	17