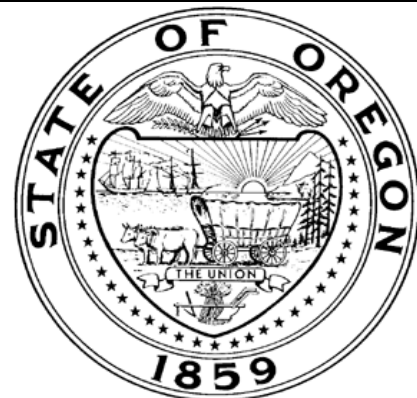


# COLLECTIVE BARGAINING AGREEMENT



BETWEEN

# DAS

DEPARTMENT OF  
ADMINISTRATIVE  
SERVICES

AND

# SEIU

SERVICE EMPLOYEES  
INTERNATIONAL UNION,  
LOCAL 503, OPEU

2011

-

2013

# INSTITUTIONS COALITION

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# 2011-2013 STATE OF OREGON AND SEIU LOCAL 503, OPEU COLLECTIVE BARGAINING AGREEMENT MASTER AGREEMENT INDEXING SYSTEM

The indexing system used in this Agreement assigns a reference number to each Coalition and a letter to each Agency within the Coalition. These numbers and letters are as follows:

## 1 HUMAN SERVICES COALITION

- .1C Employment Department
- .1M Department of Human Services-Oregon Health Authority (DHS-OHA)

## 2 INSTITUTIONS COALITION

- .2A Oregon Youth Authority Youth Correctional Facilities and Camps (OYA)
- .2C Oregon State Hospital (OSH)
- .2G Blue Mountain Recovery Center (BMRC)
- .2H Pendleton State-Delivered Secure Residential Treatment Facility (Pendleton Cottage)
- .2K Oregon Youth Authority Admin. and Field Services (OYA)

## 3 ODOT COALITION

- .3A Oregon Department of Transportation (ODOT)
- .3B Oregon Parks & Recreation Department (OPRD) (Including State Fair)
- .3C Forestry Department
- .3D Oregon Department of Aviation (ODOA)
- .3E Oregon Department of Fish & Wildlife (ODFW)

## 5 SPECIAL AGENCIES COALITION

- .5A Department of Education (ODE) (Including School for the Deaf (OSD))
- .5B Water Resources Department (WRD)
- .5C Oregon State Library (OSL)
- .5D Oregon State Treasury (OST)
- .5E Department of Administrative Services (DAS)
- .5F Commission for the Blind
- .5G Public Employees Retirement System (PERS)
- .5H Department of Justice (DOJ)
- .5I Oregon Housing & Community Services (OHCS)
- .5J Teachers Standards and Practices Commission (TSPC) (December 15, 2011 Tentative Agreement pending ratification and shall be effective upon ratification)
- .5N Department of Revenue
- .5O Oregon Health Licensing Agency:
- .5P Oregon Student Assistance Commission (OSAC)
- .5Q Department of Consumer & Business Services (DCBS)
- .5R Department of Agriculture
- .5S Bureau of Labor and Industries (BOLI)
- .5T Department of Veterans' Affairs (DVA)
- .5U Department of Community Colleges & Workforce Development (DCCWD)
- .5V Workers' Compensation Board (WCB)
- .5W Health-Related Licensing Boards:
  - Board of Nursing
  - Oregon Medical Board
  - Board of Dentistry
  - Board of Pharmacy
  - Mortuary and Cemetery Board
  - Board of Psychologist Examiners
  - Board of Medical Imaging
  - Board of Massage Therapists
  - Occupational Therapy Licensing Board
  - Board of Examiners for Speech Pathology & Audiology
  - Board of Naturopathic Medicine
- .5X Oregon Watershed Enhancement Board (OWEB)

In this Agreement, four types of Article numbers appear. These numbers have different applications. For example, some Articles apply to all Agencies covered under this Agreement, some Articles apply only to the Agencies within a particular coalition, some Articles apply only to a particular Agency within a coalition, and some apply only to temporary employees. The types of numbers used are as follows:

1. Articles which were negotiated centrally and apply to all coalitions and all Agencies within the four coalitions have numbers without any subcategories, e.g.:

- Article 20--Discipline and Discharge
- Article 27--Salary Increase
- Article 56--Sick Leave
- Article 70--Layoff

2. Article subcategories with no letter following the number signify that the Article applies to all Agencies within a particular coalition, e.g.:

- Article 18.3--Reorganization Notification (ODOT Coalition)
- Article 100.1--Security (Human Services Coalition)

The last digit in these subcategories identifies the coalition that the Article applies to:

- .1 Human Services Coalition
- .2 Institutions Coalition
- .3 ODOT Coalition
- .5 Special Agencies Coalition

3. Articles which have subcategories with a letter following the number signify that the Article applies only to a particular Agency within a coalition, e.g.:

- Article 32.5I,P--Overtime (OHCS, OSAC)
- Article 35.2K--Phone Calls (OYA Administration and Field)
- Article 70.2A--Geographic Area for Layoff (OYA Youth Correctional Facilities and Camps)

4. Centrally negotiated Articles which have a "T" attached signify Articles that apply only to temporary employees, e.g.:

- Article 19T--Personnel Records (Temporary Employees)
- Article 22T--No Discrimination (Temporary Employees)

(See Article 2, Section 4(c)(d) for a full listing of Articles and Letters of Agreement which apply to temporary employees.)

If an employee using the Master Agreement is looking for a contractual provision for his/her particular Agency, he/she must locate the subject by using either the Table of Contents or the Index.

NOTE: The Parties may elect to assemble and print a coalition agreement in addition to a Master Agreement.

## **ARTICLE 1--PARTIES TO THE AGREEMENT**

This Agreement is entered into between the Service Employees International Union (SEIU) Local 503, Oregon Public Employees Union (OPEU) (Union) and the State of Oregon (Employer) acting by and through the Department of Administrative Services (Department) on behalf of the following Agencies: Department of Agriculture, Commission for the Blind, Department of Human Services, Oregon Health Authority and Oregon Health Authority Institutions (Blue Mountain Recovery Center, Oregon State Hospital, Pendleton State-Delivered Secure Residential Treatment Facility), Department of Education (including School for the Deaf), Employment Department, Employment Appeals Board, Department of Administrative Services (DAS) (State Controllers Division, former DGS Divisions, State Data Center, and Oregon Health Plan Administrator's Office), Oregon Youth Authority, Oregon State Fair and Exposition Center, Department of Forestry, Oregon Health Licensing Agency, Department of Justice, Bureau of Labor and Industries, Department of Community Colleges & Workforce Development, Oregon State Library, Oregon Student Assistance Commission, Parks and Recreation Department, Public Employees Retirement System, Department of Revenue, Department of Transportation, State Treasury Department, Department of Veterans' Affairs, Department of Water Resources, Department of Consumer & Business Services (including Workers' Compensation Board), Board of Nursing\*, Oregon Medical Board\*, Board of Dentistry\*, Board of Pharmacy\*, Mortuary and Cemetery Board\*, Board of Psychologist Examiners\*, Board of Medical Imaging\*, Board of Massage Therapists, Occupational Therapy Licensing Board, Board of Examiners for Speech Pathology & Audiology, Board of Naturopathic Medicine\*, Oregon Department of Aviation, Oregon Watershed Enhancement Board, Oregon Housing & Community Services, Oregon Department of Fish & Wildlife, and Teachers Standards and Practices Commission (December 15, 2011 Tentative Agreement pending ratification and shall be effective upon ratification).

\*Treated as one (1) Agency for purposes of layoff.

## **ARTICLE 2--RECOGNITION**

**Section 1.** The Employer recognizes the Union as the exclusive bargaining representative for all classified and unclassified employees in positions represented by the Union in the Agencies listed in Section 2 below. The Union is also the exclusive bargaining representative for temporary state employees in the classified or unclassified service as direct hire temporary employees of the State of Oregon excluding student workers who are in student worker classifications; student law clerks; independent contractors; any temporary employees who are represented by another labor organization; retired state employees; casual labor temporary Agency employees (e.g., Kelly, Manpower, Goodwill Industries, St. Vincent de Paul) not directly employed by DAS; temporary employees in the exempt service as defined in [ORS 240.200](#); school-to-work experience employees; persons hired under exchange programs with the State; prisoners; interns from bona fide educational programs who are fulfilling academic requirements of that program and are completing their degree; and JOBS Plus program participants. Temporary employees represented by the Union are in the Agencies listed in Section 2 below. This recognition does not apply to exempt, CETA, supervisory, managerial and confidential

employees as defined by law or as determined by the Employment Relations Board. The Department of Administrative Services agrees to provide the Union with no less than twenty (20) days notice of its intent to exclude a filled bargaining unit position based on supervisory, managerial or confidential status. The effective date of the exclusion remains unchanged.

### **Section 2.**

- (a) The Employer and the Union have established a single bargaining unit of employees represented by the Union and employed by the Oregon Youth Authority\*, Oregon State Hospital, Blue Mountain Recovery Center, Pendleton State Delivered Secure Residential Treatment Facility, Department of Forestry, who are guards, firefighters, and police officers as identified by the Employment Relations Board or as agreed upon by the Parties. The bargaining unit has been modified by the Employment Relations Board to include temporary employees as defined in Section 1.
- (b) The Employer and the Union have established a single bargaining unit which is not prohibited from striking. The bargaining unit has been modified by the Employment Relations Board to include temporary employees as defined in Section 1. This unit is made up of employees located at the following Agencies: Department of Agriculture, Commission for the Blind, Oregon Youth Authority\*, Department of Human Services, Oregon Health Authority and Oregon Health Authority Institutions (Pursuant to HB2009) (Blue Mountain Recovery Center, Oregon State Hospital, Pendleton State-Delivered Secure Residential Treatment Facility), Department of Education (including School for the Deaf), Employment Department, Employment Appeals Board, Department of Administrative Services (State Controllers Division, former DGS Divisions, and State Data Center), Department of Forestry, Oregon Health Licensing Agency, Department of Justice, Bureau of Labor and Industries, Department of Community Colleges & Workforce Development, Oregon State Library, Oregon Student Assistance Commission, Parks and Recreation Department (including Oregon State Fair and Exposition Center), Public Employees Retirement System, Department of Revenue, Department of Transportation, State Treasury Department, Department of Veterans' Affairs, Department of Water Resources, Department of Consumer & Business Services (including Workers' Compensation Board), Board of Nursing, Oregon Medical Board, Board of Dentistry, Board of Pharmacy, Mortuary and Cemetery Board, Board of Psychologist Examiners, Board of Medical Imaging, Board of Massage Therapists, Occupational Therapy Licensing Board, Board of Examiners for Speech Pathology and Audiology, Board of Naturopathic Medicine, Oregon Department of Aviation, Oregon Watershed Enhancement Board, Oregon Housing & Community Services, Oregon Department of Fish & Wildlife, and Teachers Standards and Practices Commission (December 15, 2011 Tentative Agreement pending ratification and shall be effective upon ratification).

\*Oregon Youth Authority includes all employees except employees in positions classified as Juvenile Parole and Probation Officer and Juvenile Parole and Probation Assistant. Union-represented employees of this Agency are

included in the Union's strike-permitted bargaining unit, except for employees in the classifications of Group Life Coordinator 1, 2, 3 and Youth Corrections Unit Coordinator, or successor classifications, who are included in the Union's strike-prohibited bargaining unit.

**Section 3.** When there has been a determination of the Employment Relations Board to modify one (1) of the bargaining units listed in Section 2 or when the Parties reach mutual agreement to modify, negotiations will be entered into as needed or as required by law.

**Section 4. Temporary Employees.**

(a) The Employer agrees to utilize temporary employees in accordance with [ORS 240.309](#). Grievances alleging violations of [ORS 240.309](#) may be submitted only by the Union, directly to the Department of Administrative Services level for full and final review.

(b) Temporary employees will have the same rights as other bargaining unit employees as enumerated below:

(1) Same base rate of pay for the appropriate classification for regular status employees. Effective upon signing of this Agreement, rates of pay will be within the ranges, minimum and maximum, according to the Compensation Plan, per [Article 27](#) and salary appendices.

(c) The following Articles apply to temporary employees: Articles [1](#), [2](#), [3](#), [4](#), [5](#), [6](#), [7](#), [8](#), [9](#), [10](#), [10.2](#), [10.2A](#), [10.2K](#), [11](#), [12](#), [14](#), [15](#), [19T](#), [19.2K](#), [21](#), [22T](#), [23T](#), [26](#) ([Section 3\(d\) and 5](#)), [27](#), [29T](#), [30](#), [32T](#), [36T](#), [36.2K](#), [37](#), [48](#), [58T](#), [60T](#), [90T](#), [101T](#), [121T](#), [123](#), [130](#).

(d) The following Letters of Agreement apply to temporary workers: LOA [21.00-99-06](#) Expedited Arbitration Procedure; LOA [21.1C-99-07](#) Employment; LOA [00.00-01-70](#) CDL Drug Testing.

(See Letter of Agreement [02.00-99-01](#) in Appendix A.)

**ARTICLE 3--SCOPE OF AGREEMENT**

**Section 1.** This Agreement binds the Union, its bargaining unit members, and any person designated by it to act on behalf of the Union. Likewise, this Agreement binds the Employer, the Department, the Agency, and any person designated to act on behalf of each.

**Section 2.** This Agreement supersedes all prior Collective Bargaining Agreements and Letters of Agreement negotiated between the Union and the State of Oregon acting by and through its Department of Administrative Services.

**ARTICLE 4--TERM OF AGREEMENT**

**Section 1.**

(a) This Agreement shall become effective on July 1, 2011, or such later date as it receives full acceptance by the Parties, and expires June 30, 2013, except where specifically stated otherwise in the Agreement.

(b) Either Party may give written notice during the period of October 15-November 15, 2012, of its desire to negotiate a successor Agreement.

(c) Negotiations shall commence the first week of December 2012, or such other date as may be mutually agreed to by the Parties.

**Section 2.** This Agreement shall not be opened during the term of this Agreement except by mutual agreement of the Parties, by proper use of [Article 7--Separability](#), or as otherwise specified in this Agreement.

**ARTICLE 5--COMPLETE AGREEMENT/PAST PRACTICES**

**Section 1. Complete Agreement.** Pursuant to their statutory obligations to bargain in good faith, the Employer and the Union have met in full and free discussion concerning matters in "employment relations" as defined by [ORS 243.650\(7\)](#). This Contract incorporates the sole and complete agreement between the Employer and the Union resulting from these negotiations. The Union agrees that the Employer has no further obligation during the term of this Agreement to bargain wages, hours, or working conditions except as specified below. The Employer agrees that during the term of this Agreement it may not unilaterally change employee wages or hours. "Working conditions" established by a specific provision of this Agreement may not be unilaterally changed. Other "working conditions" not covered by this Agreement may only be changed pursuant to the restrictions and procedures in Section 2.

**Section 2. Past Practices.**

(a) The Parties recognize the Employer's full right to direct the work force and to issue work orders and rules and that these rights are diminished only by the law and this Agreement, including arbitrator's awards which may evolve pursuant to this Agreement, or for temporary employees, decisions resulting from dispute resolution procedures which may evolve pursuant to this Agreement.

(b)

(1) The Employer may change or issue new work practices or rules covering permissive subjects of bargaining, including issuing administrative rules over issues which are nonnegotiable and are not in conflict with or otherwise addressed in a specific provision of this Agreement. The Employer agrees to bargain over any proposed changes in "working conditions" or their impact which are mandatory subjects of bargaining.

(2) If the Employer believes the change is a mandatory subject of bargaining, the Parties shall meet within ten (10) days of the Union's request to meet. One (1) Union Steward from the affected Agency will be allowed to use Agency time without loss of pay or benefits to participate in these negotiations. The Employer will not be liable for any overtime, premium pay, travel reimbursement, or mileage for the Union Steward. If the Union Steward is a temporary employee, while employed, the temporary employee would be unscheduled.

(3) The Union may file an unfair labor practice complaint with the Employment Relations Board if the Employer refuses to bargain. If the Board rules that the change is a permissive or prohibited subject of bargaining, the Union shall withdraw its demand to bargain. If the Board determines the change is a mandatory subject of bargaining, the Parties shall meet to negotiate this subject change.

(4) Notwithstanding [ORS 243.698](#), if after ninety (90) days of bargaining, the Parties do not reach agreement, either Party may exercise its right to utilize the dispute resolution procedures under the PECBA, including the strike-permitted employees' right to strike (notwithstanding [Article 8](#) of this Agreement), or, for strike-prohibited employees, the right to submit the matter to binding arbitration. Nothing precludes the

Parties from requesting mediation within the ninety (90) day period.

## **ARTICLE 6--LEGISLATIVE ACTION**

**Section 1.** Provisions of this Agreement not requiring legislative funding or statutory changes before they can be put into effect shall be implemented on the effective date of this Agreement or the date otherwise specified in this Agreement. Necessary bills for implementation of the other provisions shall be submitted promptly by the Department of Administrative Services to the Legislative Assembly and both Parties shall jointly recommend passage of the funding and statutory changes.

**Section 2.** Should the Legislature not be in session at the time agreement is reached, the funding provisions of this Agreement shall be promptly submitted to the Emergency Board by the Department of Administrative Services and both Parties shall jointly recommend passage.

**Section 3.** Should the Legislature not be in session at the time agreement is reached, all other legislation necessary for the implementation of this Agreement shall be submitted to the next session (whether regular or special) of the Legislative Assembly.

## **ARTICLE 7--SEPARABILITY**

In the event that any provision of this Agreement is at any time declared invalid by any court of competent jurisdiction, declared invalid by final Employment Relations Board (ERB) order, made illegal through enactment of federal or state law or through government regulations having the full force and effect of law, such action shall not invalidate the entire Agreement, it being the express intent of the Parties hereto that all other provisions not invalidated shall remain in full force and effect. The invalidated provision shall be subject to renegotiation by the Parties within a reasonable period of time from such request.

## **ARTICLE 8--NO STRIKE OR LOCKOUT**

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

During the term of this Agreement, the Union shall neither cause nor counsel the members of the bargaining unit to strike, walk out, slowdown, or commit other acts of work stoppage.

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

## **ARTICLE 9--MANAGEMENT'S RIGHTS**

Except as may be specifically modified by the terms of this Agreement, the Employer shall retain all rights of management in the direction of their work force. Rights of management shall include, but not be limited to, the right to:

- (a) Direct employees.
- (b) Hire, promote, transfer, assign, and retain employees.
- (c) Suspend, discharge, or take other proper disciplinary action against employees.
- (d) Reassign employees.
- (e) Relieve employees from duty because of lack of work or other reasons.
- (f) Schedule work.
- (g) Determine methods, means, and personnel by which operations are to be conducted.

## **ARTICLE 10--UNION RIGHTS**

### **Section 1. Rights/Obligations.**

- (a) The Union and the Employer agree that there must be mutual respect for the rights and obligations of the Union and the Employer and the representatives of each.
- (b) Employees covered by the Agreement are at all times entitled to act through a Union representative in taking any grievance action or following any alternate procedure under this Agreement.
- (c) Once a bargaining unit member files a grievance, the employee shall not be required to discuss the subject matter of the grievance without the presence of the Union representative if the employee elects to be represented by the Union.

**Section 2.** The provisions of this Article and Articles 10.1 through 10.5 cover temporary employees. However, pay status provisions of this Article and Articles 10.1 through 10.5 shall not apply to temporary employees; instead temporary employees will be unscheduled rather than being in pay status or on paid or unpaid leaves for authorized activities. Such activities shall attempt to be scheduled during the temporary employee Steward's non-work hours.

**Section 3. Union Organizer Visitations.** Union Organizers, with approval from a responsible manager, shall be allowed reasonable contact with bargaining unit members on Agency facilities. The purpose of these visits will be to meet with Union Stewards, with employees, or management regarding any actions or procedures under this Contract, including but not limited to, employee grievances per [Article 21--Grievance and Arbitration Procedure](#). The Union Organizer will have the right to contact any represented employee in their workplace, as long as it does not interfere with the normal flow of work (e.g., lunch hour, break, before and after workshifts). The Union agrees to provide the Agency and the Department of Administrative Services Labor Relations Unit with a list of authorized representatives.

**Section 4. Building Use.** Agency facilities may be used for Union activities according to current building use policies, so long as the facility is available and proper scheduling has been arranged.

### **Section 5.**

- (a) **Bulletin Boards.** The Agency shall allow the use of reasonable bulletin board space for communicating



with employees. Union material shall not be displayed in the work area except in the designated bulletin board space.

(b) E-Mail Messaging System. Union representatives and SEIU-represented employees may use an Agency's e-mail messaging system to communicate about Union business provided that all of the following conditions are followed:

(1) Use shall not contain false, unlawful, offensive or derogatory statements against any person, organization or group of persons. Statements shall not contain profanity, vulgarity, sexual content, character slurs, threats or threats of violence. The content of the e-mail shall not contain rude or hostile references to race, marital status, age, gender, sexual orientation, religious or political beliefs, national origin, health or disability.

(2) Except as modified by this Article, an Agency shall have the right to control its e-mail system, its uses or information.

(3) The Agency reserves the right to trace, review, audit, access, intercept, recover or monitor use of its e-mail system without notice.

(4) Use of the e-mail system will not adversely affect the use of or hinder the performance of an Agency's computer system for Agency business.

(5) Group e-mails shall not include attachments or contain graphics (except for the Union logo), and shall be no more than approximately three (3) pages. Recipients of such group e-mails shall not use the "Reply All" function.

(6) E-mail usage shall comply with Agency policies applicable to all users such as protection of confidential information and security of equipment.

(7) The Agency will not incur any additional costs for e-mail usage including printing.

(8) The Union will hold the Employer and Agency harmless against any lawsuits, claims, complaints or other legal or administrative actions where action is taken against the Union or its agents (including Union staff, Union officers and Stewards) regarding any communications or effect of any communications that are a direct result of use of e-mail under this Article.

(9) Such e-mail communications shall only be between SEIU-represented employees and managers, within their respective agency, and the Union. However, for purposes of negotiations, bargaining team members may communicate across agencies. Additionally, DAS recognized joint multi-Agency Labor-Management Committee members and the Union's Board of Directors may communicate across agencies. Union officers and stewards may communicate with Union officers and Stewards across agencies for purposes of contract administration. The Union shall provide the names of its Board of Directors, Union Officers and Union Stewards to DAS.

(10) Use of Agency's e-mail system shall be on employee's non-work time.

(11) E-mail communication may include links to the Union website, which may be accessed on non-work time.

(12) Nothing shall prohibit an employee from forwarding an e-mail message to his/her home computer.

(13) E-mail shall not be used to lobby, solicit, recruit, persuade for or against any political candidate, ballot measure, legislative bill or law, or to initiate or coordinate strikes, walkouts, work stoppages, or activities that violate the Contract.

(14) Should the Employer believe that the Union's staff has violated Article 10, Section 5(b) of the Master Agreement, the Employer will notify the Union's Executive Director, in writing, within thirty (30) calendar days from the date of the alleged misuse of an Agency's e-mail system. The Executive Director shall respond, in writing, within thirty (30) days and include the action that will be taken to enforce the Master Agreement. If, despite these actions, the violation continues, the Employer will notify the Union, in writing, within thirty (30) calendar days that the alleged misuse may be arbitrated using the terms and conditions outlined in the Letter of Agreement [21.00-99-06](#). For the purpose of this Article, employees who are working for the Union while on a Union leave of absence will be considered Union staff.

**Section 6. Union Steward Representation.** The Employer agrees that a Union Steward system exists for employee representation available to all employees covered by this Agreement and also agrees to respect that when the employee is acting in his/her role of Steward, the relationship is different than that of supervisor and employee.

**Section 7. List of Union Representatives.** The Union shall provide the Employer (Department of Administrative Services and each Agency)\* with a list of the names of authorized Union Stewards and duty location, worksite representation responsibility, and a list of authorized staff representatives, and shall update those lists as necessary. If problems arise regarding Union Steward authorized activities in representing employees, the Union agrees to discuss the problem with the Department of Administrative Services Labor Relations Unit or the Agency as the situation suggests.

\*For DMV, Agency means the Division Administrator.

**Section 8.** The Employer agrees that there shall be no reprisal, coercion, intimidation, or discrimination against any Union Steward or elected officers for protected Union activities. It is recognized that only certain protected activities are permitted during work hours.

**Section 9. New Employee Orientation.** Thirty (30) minutes shall be granted for a representative of the Union to make a presentation at the orientation of new employees on behalf of the Union for the purpose of identifying the organization's representation status, organizational benefits, facilities, related information, and distributing and collecting membership applications. This time is not to be used for discussion of labor-management disputes. If the Union representative is an employee of the Agency, the employee shall be given time off with pay for the time required to make the presentation. The Employer will provide the Union reasonable notice of the place and time of meetings for the orientation of new employees. If the Agency does not offer an orientation within forty-five (45), or for seasonals thirty (30) calendar days of hire, an on-site Union representative may request to meet with the new employee or group of new employees in the bargaining unit. Subject to prior supervisory approval(s), regarding scheduling, the Union representative will be allowed to meet on work time to cover these same items. Such time

is limited to thirty (30) minutes. The Union agrees that temporary employees will not make presentations at new employee orientations.

**Section 10.** Upon notice to their immediate supervisor, Union Stewards will be granted mutually agreed upon time off during regularly scheduled working hours:

- (a) to investigate and process grievances;
- (b) to represent bargaining unit employees in investigatory interviews; and
- (c) to be present upon request when an employee is reporting inappropriate workplace behavior through the process set forth in DAS or Agency policy.

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. Upon request of an employee who has received a written disciplinary action, a Union Steward may use Agency time to investigate the disciplinary action before the filing of a written grievance pursuant to [Article 21](#) of the Agreement. Request for the use of Agency time to meet with the employee or communicate by telephone, if the employee is not at the same worksite, shall be pursuant to Article 10 and 10.1-10.5 of this Agreement.

**Section 11.** Union Stewards will receive their regular rate of pay for time spent processing grievances and representing bargaining unit employees in investigatory interviews as described in [Article 20](#) and [Article 21](#) during their regularly scheduled hours of employment. 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) Agency or where another Steward within the same Agency and work location accompanies a Steward, appointed during the preceding twelve (12) months, to attend meetings with management related to a maximum of two (2) grievances during their regular working hours. Supervisors may request that Stewards maintain and submit a monthly activity report of work time spent investigating and processing grievances.

The Union shall indemnify and the Union and President hold the State harmless against any and all claims, damages, suits, or other forms of liability which may arise out of any action taken or not taken by the State for the purpose of complying with this Section.

**Section 12.** The Employer is not responsible for any compensation of employees or their representative for time spent processing grievances or distributing Union material outside their regularly scheduled hours of employment. The Employer is not responsible for any travel or subsistence expenses incurred by a grievant or Union Steward in the processing of grievances.

**Section 13.** Official Union delegates and members of the SEIU Local 503, OPEU, Board of Directors shall be granted personal leave, accrued vacation leave, accrued compensatory time, or leave of absence without pay at their request to attend the Union's biennial General Council or the SEIU quadrennial International Convention.

The Union shall notify the DAS Labor Relations Unit of the names of official delegates and board members who shall attend General Council, at least thirty (30) days in advance of the date of the General Council. The Labor Relations Unit will notify the SEIU-represented agencies and refer them to an on-line location to review the electronic list to use in granting the leave pursuant to this

provision. In the event there are modifications to the notification, the Union agrees to send the modification request directly to the Agency. In emergency situations where the Union is unable to provide thirty (30) days advance notice, delegates and board members shall be granted leave with less than thirty (30) days notice unless, by granting such leave, the Agency will suffer undue hardship.

Subject to the employee's work unit operating requirements, official Union Stewards shall be granted personal leave, accrued vacation leave, accrued compensatory time, or leave of absence without pay at their request to attend the Union's annual Steward Conference. Such request will be submitted in writing at least ten (10) workdays before the conference.

The Union President or Executive Director shall, at his/her request, be given release time from his/her position for a period not to exceed the term of his/her office for the performance of Union duties directly related and central to the collective bargaining relationship. However, if the Union President or Executive Director requests release time for less than his/her full regular schedule, such release time shall be subject to the Employer's approval based on the operating needs of the employee's work unit. The Union shall, within thirty (30) days of payment to the President or Executive Director, reimburse the State for payment of appropriate salary, benefits, paid leave time, pension, and all other Employer-related costs. The Union shall indemnify and the Union and President hold the State harmless against any and all claims, damages, suits, or other forms of liability which may arise out of any action taken or not taken by the State for the purpose of complying with this Section.

**Section 14.**

- (a) Upon timely request, the Department of Administrative Services shall make available at no cost to the Union the latest copy of any SEIU Local 503, OPEU bargaining unit employee statistical and expenditure reports relative to employment and benefits currently produced by the Department of Administrative Services which do not require manual or machine editing to remove confidential data or non-SEIU Local 503, OPEU bargaining unit employee data. Such request must be made in advance of the preparation of the reports. If new and appropriate employee statistical and expenditure reports are produced by the Department of Administrative Services, the Department and the Union may mutually agree in advance to provide such reports at no cost.
- (b) Upon request, the Department of Administrative Services shall make available to the Union at cost any SEIU Local 503, OPEU bargaining unit employee statistical and expenditure data relative to employment and benefits which is possible to produce, although not normally produced, by the Department of Administrative Services. Data that are not normally produced, but possible to produce, include manual or machine editing of existing reports to remove confidential data or data on non-SEIU Local 503, OPEU bargaining unit employees or data or reports that require new development.
- (c) The Employer shall furnish monthly to the Union an electronic list of new employees hired into positions represented by the Union. The list shall contain the name, classification, date of employment, type of

appointment, transfer if known, and worksite address and phone numbers, if available, of the new employees.

### **Section 15. Dues Deduction.**

- (a) Upon written request from an employee, monthly Union dues plus any additional voluntary Union deductions shall be deducted from the employee's salary and remitted to the Union. Additionally, upon written notice from the Union, authorized increases in Union dues in the form of special assessments, shall be deducted from the employee's salary and remitted to the Union according to this Section. Such notice shall include the amount and duration of the authorized special assessment(s). Upon written notice from the employee, payroll deduction for monthly Union dues will cease and Section 16 of this Article will apply. All applications for Union membership or dues cancellation shall be submitted by the employee to the Union. All applications for membership or dues cancellation which an Agency receives shall be promptly forwarded to the Union. Employee applications for Union membership or dues cancellation will be submitted by the Union to the Agency payroll offices seven (7) working days prior to the first of each month for payroll deduction.
- (b) Dues Deduction Register. An alphabetical listing of dues deducted for the previous month for SEIU Local 503, OPEU members by Agency shall be forwarded electronically to the Union by the third workday for each month with the dues check. The listing shall be compiled and mailed by the Payroll centers (e.g., Joint Payroll) and shall list the employee's name (last, first, middle initial), Employee Identification Number, amount deducted, base pay, classification number, and representation code.
- (c) Dues Adjustment Summaries for SEIU Local 503, OPEU Members. Summaries will be forwarded by the Agency payroll office to the Union by the tenth (10<sup>th</sup>) workday of the following month. The Dues Adjustment Summary will reconcile the previous month's remittance with the current month's remittance. The Dues Adjustment Summary will be an alphabetical listing and shall show the following:
- Name (last name first, full first name, middle initial)
  - Formatted Employee Identification Number
  - Prior month deduction
  - Current month deduction
  - Variance (difference between prior month deduction and current month)
  - Reason for change in dues deduction amount (correction for previous month's error and explanation, salary increase, salary decrease, hourly, part-time, new member, cancellation, transfer to or from which Agency, layoff, retirement, termination, name change, leave of absence without pay, return from leave of absence without pay, end or beginning of season for seasonal employee).
- The Union recognizes that the above information may require hand editing and/or notations. Therefore, only repeated errors or omissions will be considered a violation of this Section.
- The Union shall notify the Agency payroll offices of any required corrections resulting from this Section.
- (d) The Agency shall continue to deduct dues from employees as long as the employee remains on the same designated payroll, except when the employee

requests cancellation of the dues deduction in writing, including reemployed seasonals and employees recalled from layoff lists.

- (e) Upon return from leave of absence or leave without pay, the Agency shall reinstate the payroll deduction of Union dues from those workers who were having dues deducted immediately prior to taking leave.
- (f) If a Union member transfers to another Agency represented by SEIU Local 503, OPEU, the gaining Agency will designate the employee as a transfer on the new employee list referenced in Section 14(c) if the gaining Agency is aware the employee has transferred. The employee need not complete a new membership application.
- (g) Each payroll center shall provide monthly electronic data files of all SEIU Local 503, OPEU-represented employees and all SEIU Local 503, OPEU members which would contain the following information:
- Employee Identification Number
  - Employee name
  - Agency
  - Report distribution code
  - Home address
  - Position number (when applicable)
  - Base pay
  - Benefit pay (any nonworking time for which the employee is paid)
  - Gross pay
  - Premium pay (overtime, shift differential, hazard duty pay)
  - Dues amount deducted
  - Designation (member, fair share payer, nondues payer)
  - Representation code
  - Month and year of the pay period

Additionally, the Employer shall provide monthly electronic data from personnel data files of all SEIU Local 503-represented employees which contain the following information:

- Employee Identification Number
- Employee name
- Home address
- Agency
- Race/ethnicity (if available on the system)
- Home phone number (if available on the system)
- Work phone number (if available on the system)
- Work email address (if available on the system)
- Hire date
- Service date
- Strikeable code
- Leave record code
- Leave record date
- Appointment type
- Report distribution code, including the address of the physical worksite location, if available on the system
- Month and year of the personnel data

Within sixty (60) calendar days of signing the 2005-2007 Agreement, the Agencies will forward to the Union definitions for report distribution codes and updates as requested.

- (h) The Union agrees to pay the one-time reasonable cost associated with reprogramming to comply with formatting and additions for providing the information requested by the Union in Sections 14 and 15. It is understood that the Employer is not required to provide information not currently available in the database but rather will prospectively gather such information.

- (i) Special Reports. Upon request, the payroll centers will make available to the Union at cost, on a timely basis the following reports:
- (1) An alphabetical listing of the names of all SEIU Local 503, OPEU-represented employees within an Agency;
  - (2) An alphabetical listing of all SEIU Local 503, OPEU fair share payers by Agency. These reports shall contain:
    - Employee name;
    - Employee Identification Number;
    - Employee work phone number (if available on the system);
    - Employee work email address (if available on the system);
    - Classification with representation code;
    - Report distribution code and definition code; and,
    - Work City (if available)/County code.
- (j) The Parties agree that if the Employer adopts a biweekly pay plan this Section of the Contract will be opened to negotiate any issues including but not limited to readjusting reports and due dates.
- (k) The Union shall indemnify and hold the Employer harmless against claims, demands, suits, or other forms of liability which may arise out of action taken by the Employer for the purpose of complying with the provisions of this Article.
- (l) The Employer will bill the Union for any additional costs associated with preparing information not already specifically contained in this Article. Upon request, the Employer will meet with the Union to discuss the Employer providing an additional standard magnetic tape format for information the Union requires.
- (m) Any additional information requested under this Section may be made electronically available to the Union where reasonably feasible.

**Section 16. Fair Share.**

- (a) All employees in the bargaining unit who are not members of the Union shall make fair share payments in lieu of dues to the Union.
- (b) An employee shall have fair share deducted from his/her check for each month or part month in excess of thirty-two (32) hours they work. When an employee begins employment after payroll cut off, reconciliation will be pursuant to Section 16(e).

NOTE: To allow for program changes, the parties agree that the new method of fair share deductions will occur thirty (30) days after signing of the 2011-2013 Collective Bargaining Agreement.

- (c) Bargaining unit members who exercise their right of non-association, for example, when based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, shall pay an amount of money equivalent to regular monthly Union dues to a nonreligious charity or to another charitable organization mutually agreed upon by the employee and the Union and such payment shall be remitted to that charity by the employee in accordance with [ORS 243.666](#). At time of payment, notice of such payment shall simultaneously be sent to the Employer and the Union by the employee.
- (d) Fair Share Deduction Register. An alphabetical listing of SEIU Local 503, OPEU fair share deductions for the previous month by Agency shall be forwarded to the Union by the third (3<sup>rd</sup>) workday of each month with the

month's remittance. The listing shall be compiled and mailed by the payroll centers (e.g., Joint Payroll) and shall show employee's name (last, first, middle initial), Employee Identification Number, amount deducted, base pay, classification number, and representation code.

- (e) Fair Share Adjustment Summaries for SEIU Local 503, OPEU Members. Summaries will be forwarded by the Agency payroll office to the Union by the 10th workday of the following month. The Fair Share Adjustment Summary will reconcile the previous month's remittance with the current month's remittance. The Fair Share Adjustment Summary will be an alphabetical listing and shall show the following:

- Name (last name first, full first name, middle initial)
- Formatted Employee Identification Number
- Prior month deduction
- Current month deduction
- Variance (difference between prior month deduction and current month)
- Reason for change in dues deduction amount (correction for previous month's error and explanation, salary increase, salary decrease, hourly, part-time, new member, cancellation, transfer to or from which Agency, layoff, retirement, termination, name change, leave of absence without pay, return from leave of absence without pay, end or beginning of season for seasonal employee).

The Union recognizes that the above information may require hand editing and/or notations. Therefore, only repeated errors or omissions will be considered a violation of this Section.

The Union shall notify the Agency payroll offices of any required corrections resulting from this Section.

- (f) The Union shall indemnify and hold the Employer harmless against any and all claims, damages, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.
- (g) Any additional information requested under this Section may be made available electronically to the Union.

**Section 17. Other Deductions.** Voluntary payroll deductions made to the Union for employee benefits will be submitted at the same time as regular dues deductions.

No later than the fifteenth (15<sup>th</sup>) of each month, the Union shall receive a benefit register for each benefit listing each employee, the amount deducted, and the purpose of the deduction.

(See Letter of Agreement [10.00-05-125](#) in Appendix A.)

**ARTICLE 10.2--UNION ORGANIZER VISITATIONS**

(Institutions Coalition)

**Section 1.** Union Organizers, with approval from a responsible manager, shall be allowed reasonable contact with bargaining unit members on Agency facilities. The purpose of these visits will be to meet with Union Stewards, with employees, or management regarding any actions or procedures under this Contract, including but not limited to, employee grievances per [Article 21--Grievance and Arbitration Procedure](#). The Union Organizer will have the right to contact any represented employee in their workplace, as long as it does not interfere with the normal flow of work (e.g., lunch hour, break, before and after workshifts). The Union agrees to provide the Agency and the Department of Administrative Services Labor Relations

Unit with a list of authorized representatives. In instances where a Union Organizer has been approved to visit a designated site, a bargaining unit member selected from a list of mutually agreeable and qualified employees will be allowed to escort the Union Organizer to and from that site. The bargaining unit member escort may be on non-work time. The Union Organizer and the bargaining unit member escort shall follow the Agency's safety and security protocols.

**Section 2. Worksite Orientation.** With prior notice from the Union and Agency authorization, subject to the Agency's safety and security protocols, the Agency shall provide a bargaining unit member escort to a Union Organizer on a worksite orientation during normal business hours as long as it does not interfere with the normal flow of work. The bargaining unit member escort will be selected from a list of mutually agreeable and qualified employees. The bargaining unit member may be on non-work time.

#### **ARTICLE 10.2A--UNION STEWARDS/RIGHTS**

(OYA Youth Correctional Facilities and Camps)

**Section 1.** Beyond their normal job functions, Union Stewards will be allowed reasonable time to do the following:

- (a) Distributing informational material regarding Union membership and benefits within their work area provided that such activity does not interfere with the regular work routine.
- (b) Representing employees in grievance matters under the grievance procedure, Step 1 through arbitration.

**Section 2.** The Union Stewards shall be selected by the Union; all facilities and camps will be eligible to have two (2) Stewards for the first fifty (50) employees and one (1) additional Steward for each group of fifty (50) or fewer employees thereafter.

An individual designated as the Union Steward may continue this function only so long as the individual continues to be employed in the branch or section where he/she was selected.

**Section 3. North Coast YCF, Eastern Oregon YCF and River Bend YCF.** The Union may designate an alternate Union Steward at each of the three (3) facilities cited herein and give notice to the Agency. The alternate Union Steward will only act in an official capacity in the event of an extended absence (seven (7) days or more) of the designated Union Steward (see Section 2) for the facility. For purposes of orientating newly-appointed alternate Union Stewards, the alternate Union Steward may, in accordance with the provisions of Article 10, Section 11, during their first twelve (12) months of appointment, accompany the Union Steward at meetings with management related to a maximum of two (2) grievances during their regular working hours.

(See Letter of Agreement [10.2A-11-200](#) in Appendix A.)

#### **ARTICLE 10.2C,G,H--UNION STEWARDS/RIGHTS**

(OSH-Salem Campus and Portland Campus, BMRC, Pendleton Cottage)

**Section 1.** The Union Steward(s) shall be selected by the Union within the limitation that the Union may designate the following: OSH Salem Campus--twenty-one (21) and OSH Portland Campus--eight (8); Blue Mountain Recovery Center--eight (8). If the Institution or Facility hires additional bargaining unit members, the following ratios

shall apply to supplement the minimum numbers: OSH Salem Campus--1:36; OSH Portland Campus--1:31; BMRC--1:10 and Pendleton Cottage--1:10. The Union understands that the specific number of Stewards is determined by whether the dividend is at or above the midpoint. For example, if an Institution or Facility's agreed upon ratio is 1:50 with a bargaining unit of 976 members, the dividend of 19.52 would allow the Union to select a maximum of twenty (20) Union Stewards; a membership of 974 with a dividend of 19.48 would allow a maximum of nineteen (19) Union Stewards.

**Section 2.** Union Stewards shall normally represent an organizational unit of the Institutions or Facilities, or a group of employees with similar classification or employment interest. Designation of an employee as Union Steward shall terminate at the time he/she no longer works in the designated work unit.

**Section 3.** Union Stewards shall be allowed to meet together without loss of pay or other benefits for a period of time not to exceed one (1) hour per month providing the scheduled meeting time would not adversely affect the conduct of the Institution or Facility's business and providing that employees attending such meetings on their off-duty hours shall not accrue overtime.

#### **ARTICLE 10.2K--UNION STEWARDS**

(OYA Administration and Field Services)

**Section 1. Union Business.** All Union business is to be conducted during employee's non-duty hours unless specified otherwise in this Agreement.

**Section 2.**

- (a) One (1) Steward for each office of fifty (50) employees or less.
- (b) Two (2) Stewards for each office of fifty-one (51) employees or more.
- (c) Two (2) Stewards for the main office.
- (d) Any new office opening shall be allowed one (1) Steward.

#### **ARTICLE 11--EMPLOYEE ASSISTANCE PROGRAM**

(EAP)

**Section 1.** The Employer agrees to provide to the Union the statistical and program evaluation information provided to management concerning Employee Assistance Program(s).

**Section 2.** No information gathered by an Employee Assistance Program may be used to discipline an employee.

**Section 3.** All bargaining unit employees except temporaries shall be entitled to use accrued sick leave for participation in an Employee Assistance Program.

**Section 4.** The Agency will offer training to local Union Stewards on the Employee Assistance Program available in their Agency, on Agency time, where an Employee Assistance Program is available.

#### **ARTICLE 12--CHILD CARE**

Should the State of Oregon build a new state facility or substantially remodel a state-owned facility over 100,000 square feet of office space where SEIU Local 503, OPEU-represented employees are located, a childcare committee will be established that will include an SEIU Local 503, OPEU-represented employee from the affected work group. The purpose of the work group is to provide input/recommendations to the planning committee for a

childcare center to be considered in the planning stages for the new or remodeled facility, which could include subsidized rates and/or a sliding scale. The Union-selected employee representative, except for temporary employees, shall be in pay status for Committee purposes only, not including overtime and other penalties or expenses.

## **ARTICLE 13--CONTRACTING-OUT**

**Section 1.** The Union recognizes that the Employer has the management right, during the term of this Agreement, to decide to contract out work performed by bargaining unit members. However, when the contract exceeds thirty thousand dollars (\$30,000) annually or when the contracting-out will displace bargaining unit members, such decisions shall be made only after the affected Agency has conducted a formal feasibility study determining the potential costs and other benefits which would result from contracting-out the work in question. The Employer agrees to notify the Union within one (1) week of its decision to conduct a formal feasibility study, indicating the job classifications and work areas affected. The Employer shall provide the Union with no less than thirty (30) days notice that it intends to request bids or proposals to contract out bargaining unit work where the decision would result in displacement of bargaining unit members. During this thirty (30) day period, the Employer shall not request any bids or proposals and the Union shall have the opportunity to submit an alternate proposal. The notification by the Employer to the Union of the results of the feasibility study will include all pertinent information upon which the Employer based its decision to contract out the work including, but not limited to, the total cost savings the Employer anticipates.

Feasibility studies will not be required when: (1) an emergency situation exists as defined in [ORS 279A.010\(1\)\(f\)](#), and (2) either the work in question cannot be done by available bargaining unit employees or necessary equipment is not readily available.

Nothing in this Article shall prevent the Employer from continually analyzing its operation for the purpose of identifying cost-saving opportunities.

**Section 2.** If the Union's proposal would result in providing quality and savings equal to or greater than that identified in the management plan, the Parties will agree in writing to implement the Union proposal.

**Section 3.** Should any full-time bargaining unit member become displaced as a result of contracting-out, the Employer and the Union shall meet to discuss the effect on bargaining unit members. The Employer's obligation to discuss the effect of such contracting does not obligate it to secure the agreement of the Union or to exhaust the dispute resolution procedure of ORS 243.712, 243.722, or 243.742, concerning the decision or the impact.

"Displaced" as used in this Article means when the work an employee is performing is contracted to another entity outside state government and the employee is removed from his/her job.

**Section 4.** Once an Agency makes a decision to contract out, it will either:

- (a) Require the contractor to hire employees displaced by the contract at the same rate of pay for a minimum of six (6) months subject only to "just cause" terminations. In this instance, the State will continue to provide each such employee with six (6) months of health and dental

insurance coverage through the Public Employee Benefits Board, if continuation of coverage under the Bargaining Unit Benefits Board is allowed by law and pertinent rules of eligibility. Pursuant to [Article 70](#), Sections 10 through 12, an eligible employee shall be placed on the Agency layoff list and may, at the employee's discretion, be placed on a secondary recall list for a period of two (2) years; or

- (b) Place employees displaced by a contract elsewhere in state government in the following order of priority: within the Agency, within the department, or within state service generally. Salaries of employees placed in lower classifications will be red-circled. To the extent this Article conflicts with [Article 45--Filling of Vacancies](#), this Article shall prevail.
- (c) An employee may exercise all applicable rights under [Article 70--Layoff](#), including prioritizing options (1), (2), (3) or (4), as described in Article 70 Section 2, if the employee finds option (a) or (b), as selected by the Employer, is unsatisfactory. The employee must select his/her [Article 70 Section 2](#) options within five (5) calendar days pursuant to notification of (a) or (b) above.

**Section 5.** The following provisions govern the administration of the requirement under this Article to conduct feasibility studies in cases of contracting-out and will supplement the provisions included in the contract as well as the Parties' June 10, 1998 unfair labor practice settlement involving the Department of Transportation:

- (a) The Employer agrees to notify Agency heads, personnel managers and purchasing and/or contracting staff of SEIU Local 503, OPEU-represented Agencies concerning their obligations when contracting-out work performed by bargaining unit employees. Key items include that all state Agencies will conduct a feasibility study in instances of contracting-out work performed by bargaining unit employees, whether or not such contracting-out will result in displacement of bargaining unit employees. And, as specified below, certain information will be provided to SEIU Local 503, OPEU as a part of the feasibility study Agencies are required to complete.
- (b) The Employer will provide the individuals identified in Section 5(a) above with the form in Appendix H for their use in conducting feasibility studies pursuant to Article 13. Agencies will use this form in completing feasibility studies pursuant to Article 13. However, Agencies may develop and use other forms appropriate to the work being contracted, provided that there is no substantive change to the information to be reported pursuant to Article 13 as contained in Sections F-K of Appendix H.
- (c) The Parties agree that SEIU Local 503, OPEU-represented Agencies will send directly to SEIU Local 503, OPEU's Executive Director all future notices of intent to conduct a feasibility study under Article 13, and any related feasibility studies.

(See Letter of Agreement [13.00-03-93](#) in Appendix A.)

## **ARTICLE 14--NEGOTIATIONS PROCEDURES**

**Section 1.** Negotiations shall commence pursuant to [Article 4](#) of this Agreement and the Parties will structure their Agreement per the four (4) Agency groups set forth below:

**HUMAN SERVICES:** Department of Human Services- Oregon Health Authority, Employment Department;

**INSTITUTIONS:** Oregon Youth Authority (Youth Correctional Facilities), Oregon Health Authority Institutions: Oregon State Hospital (OSH), Blue Mountain Recovery Center (BMRC), Pendleton State Delivered Secure Residential Treatment Facility (Pendleton Cottage), OYA Administration and Field Services;

**ODOT:** Oregon Department of Transportation (ODOT), Forestry, Oregon Parks and Recreation Department (OPRD), Oregon Department of Aviation (ODOA), Oregon Department of Fish & Wildlife (ODFW);

**SPECIAL AGENCIES:** Justice, Revenue, Department of Community Colleges & Workforce Development (DCCWD), Workers' Compensation Board, Department of Consumer & Business Services (DCBS), Agriculture, Bureau of Labor and Industries (BOLI), Veterans' Affairs, Board of Nursing, Oregon Medical Board, Board of Dentistry, Board of Pharmacy, Mortuary and Cemetery Board, Board of Psychologist Examiners, Board of Medical Imaging, Board of Massage Therapists, Occupational Therapy Licensing Board, Board of Examiners for Speech Pathology & Audiology, Board of Naturopathic Medicine, Education, Water Resources, Library, Treasury, Commission for the Blind, Public Employees Retirement System (PERS), Special Schools, State Fair, State Scholarship, Department of Administrative Services, Oregon Watershed Enhancement Board (OWEB), Oregon Health Licensing Agency, Oregon Housing & Community Services (OHCS), and Teachers Standards and Practices Commission (December 15, 2011 Tentative Agreement pending ratification and shall be effective upon ratification).

**Section 2.** The Union agrees, as a prior condition to the release of employees from work, to notify the Employer in writing of its members designated as representatives for negotiations.

(a) **Central Table.** The Employer agrees to grant leave with pay for up to eight (8) employees, except for temporary employees, at a central bargaining table to represent the Union for actual negotiating table time including caucuses, negotiation work sessions, and a reasonable number of membership meetings relating to negotiations. However, there shall be no more than one (1) employee representative from each Agency, except for Agencies which have two thousand, five-hundred (2,500) or more bargaining unit members which may have up to two (2) representatives, provided they are not from a single work location. Negotiations at the Central Table will take place during normal business hours.

(b) **Coalition Tables.** Coalition negotiations will take place after normal business hours. For Coalition negotiations, the Employer agrees to un-schedule, or grant paid time as outlined below, for up to a total of twenty-four (24) employees designated as employee bargaining team representatives, except temporary employees, but no more than eight (8) employees per coalition table. The designated employee bargaining team representative will be granted up to twenty-four (24) non-cumulative hours each month of paid time for up to one-hundred and fifty (150) calendar days for attendance at negotiations, including travel time, provided coalition bargaining sessions and/or travel time occur during an employee's regular work schedule. However, the one-hundred and fifty (150)

calendar days will begin no later than February 15 or the closest business day thereto. The inclusion of paid time will not result in the employee receiving greater benefit than the employee would have received had the employee not attended the bargaining session. Should it become necessary for the Employer to replace or un-schedule an employee scheduled for swing or graveyard shift so as to permit that employee to participate in collective bargaining negotiations, the Union agrees alternatively as follows:

(1) Six (6) workdays notice shall be given by the Union to the Employer so as to allow the Employer to avoid payment of penalty pay for the schedule change of the replacement employee; or

(2) If the Union does not give notice prescribed in (1) above, the Union shall reimburse the Employer for the penalty pay paid to the replacing employee.

**Section 3.** The Employer is not responsible for travel, per diem, overtime, or other benefits beyond that which the employee would have received had the employee not attended bargaining sessions.

**Section 4.** Subject in each case to prior approval by the Agency, the Employer further agrees to grant leave without pay to additional employees determined necessary by the Union to attend negotiating sessions.

**Section 5. Ratification.** It is understood that all tentative agreements at the table are subject to ratification by both Parties.

#### **ARTICLE 15--PARKING**

The Employer agrees to advise the Union of any proposed change in parking rates at the State-owned or operated facilities as soon as the Department of Administrative Services has knowledge of an impending change.

(See Letter of Agreement [15.00-99-05](#) in Appendix A.)

#### **ARTICLE 19--PERSONNEL RECORDS**

**Section 1.** Each Agency shall maintain one (1) official personnel file for each employee, located at the primary Human Resources office for the Agency. For purposes of this Article, "Agency" shall include health-related licensing boards and institutions that maintain the official personnel files for their employees.

Where the personnel records are maintained on microfiche/microfilm, the personnel file will include both microfiche/microfilm and any material not yet copied.

Upon reasonable notice, an employee may inspect the records, excluding any confidential reports from previous employers, in his/her official Agency personnel file or supervisory working file; provided that, if the official personnel file or supervisory working file is kept at a separate facility, the employee shall, at the Agency's discretion, either be allowed to go where the file is kept or the file will be brought to the employee for review within five (5) days of his/her request. With the employee's written authorization, his/her Union Steward may inspect the employee's official personnel file, and supervisory working file, consistent with the time requirements provided herein. If the supervisory working file cannot be made available due to the absence of a supervisor, extensions of up to ten (10) days will be granted.

No grievance material shall be kept in an employee's official personnel file.

**Section 2.** No information reflecting critically upon an employee except notices of discharge shall be placed in the employee's official personnel file that does not bear the signature of the employee. The employee shall be required to sign material to be placed in his/her official personnel file provided the following disclaimer is attached:

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

If an employee is not available within five (5) working days or refuses to sign the material, the Agency may place the material in the file, provided a statement has been signed by two (2) management representatives and a copy of the document was mailed certified to the employee at his/her address of record or hand delivered to the employee.

**Section 3.** Employees shall be entitled to prepare and provide copies of any written explanation(s) or opinion(s) regarding any critical material placed in his/her official personnel file or supervisory working file. The employee's explanation or opinion shall be attached to the critical material and shall be included as part of the employee's official personnel record or supervisory working file so long as the critical materials remain in the file.

Where the personnel records are maintained on microfiche/microfilm, the explanation or opinion will be placed next to or in closest possible proximity to the critical material.

**Section 4.** An employee may include in his/her official personnel file a reasonable amount of relevant material such as letters of commendation, licenses, certificates, college course credits, and other material which relates creditably on the employee. This material shall be retained for a minimum of three (3) years except that licenses, certificates, or college credit information may be retained so long as they remain valid and relevant to the employee's work.

**Section 5.** Material reflecting caution, consultation, warning, admonishment, and reprimand shall be retained for a maximum of three (3) years. Such material will, at the employee's request, be removed after twenty-four (24) months, provided there has been no recurrence of the problem or a related problem in that time. Earlier removal will be permitted when requested by an employee and if approved by the Appointing Authority.

Material relating to disciplinary action recommended, but not taken, or disciplinary action which has been overturned and ordered removed from the official personnel file(s) on final appeal, shall be removed.

Incorrect material will be removed, upon request, from an employee's personnel file. (See [Article 85--Position Descriptions and Performance Evaluation](#).)

**Section 6.** Upon written request by the employee, the Agency will make a good faith effort to return material removed from the official personnel file to the employee. A copy of the request will be maintained in the official personnel file.

## **ARTICLE 19T--PERSONNEL RECORDS**

(Temporary Employees)

**Section 1.** Each Agency shall maintain one (1) official personnel file for each employee, located at the primary administrative Personnel Office for the Agency. For purposes of this Article, "Agency" shall include health-

related licensing boards and institutions that maintain the official personnel files for their employees.

Where the personnel records are maintained on microfiche/microfilm, the personnel file will include both microfiche/microfilm and any material not yet copied.

Upon reasonable notice, an employee may inspect the records, excluding any confidential reports from previous employers, in his/her official Agency personnel file; provided that, if the official personnel file is kept at a separate facility, the employee shall, at the Agency's discretion, either be allowed to go where the file is kept or the file will be brought to the employee for review within five (5) days of his/her request. With the employee's written authorization, his/her Union Representative may inspect the employee's official personnel file, consistent with the time requirements provided herein.

No grievance material shall be kept in an employee's official personnel file.

**Section 2.** No information reflecting critically upon an employee shall be placed in the employee's official personnel file without a copy being provided to the employee in person or by mail at the last known address.

Employees shall be entitled to prepare a written explanation or opinion regarding any critical material placed in his/her official personnel file. The employee's explanation or opinion shall be attached to the critical material and shall be included as part of the employee's official personnel record so long as the critical materials remain in the file. Where the personnel records are maintained in a different format, the explanation or opinion will be placed next to or in closest possible proximity to the critical material.

**Section 3. Supervisory Working Files.** With reasonable advance notice, an employee shall be allowed to inspect the working file on him/herself that is maintained by his/her supervisor.

## **ARTICLE 19.2K--PERSONNEL RECORDS**

(OYA Administration and Field Services)

When the Agency receives a subpoena or request for an employee's personnel records, except for an inquiry as a result of a criminal law complaint or request for verification of employment and salary, the Agency shall:

- (a) notify the employee of the subpoena or request, who has made it, the information being subpoenaed or requested, and the reason for the subpoena or request; and
- (b) provide the employee with a copy of all material sent in response to the subpoena or request.

## **ARTICLE 20--INVESTIGATIONS, DISCIPLINE, AND DISCHARGE**

**Section 1.** The principles of progressive discipline shall be used when appropriate. Discipline shall include, but not be limited to: written reprimands; denial of an annual performance pay increase; reduction in pay;\* demotion; suspension without pay\*; and dismissal. Discipline shall be imposed only for just cause.

\*For FLSA-exempt employees, except for penalties imposed for infractions of safety rules of major significance, no reduction in pay and only suspensions without pay in one (1) or more full workweek increments unless or until FLSA restrictions on economic sanctions for exempt employees are eliminated by statute or a court decision the



State determines dispositive. Safety rules of major significance include only those relating to the prevention of serious danger to the Agency, or other employee.

**Section 2. Suspension With Pay or Duty Stationed at Home Pending an Investigation by the Agency's Human Resource Office.** The employee shall be notified in writing of the initial reason for the action within seven (7) calendar days of the effective date of the action. The Agency will conduct the initial interview with the employee within thirty (30) calendar days of notification of the action. The investigation shall be completed within one-hundred twenty (120) calendar days. However, if the investigation is not concluded within the timeline, the Agency will notify DAS and the Union of the specific reason(s) and the amount of additional time needed which shall be no more than thirty (30) days at a time.

**Section 3.** A written pre-dismissal notice shall be given to a regular status employee who is being considered for dismissal. Such notice shall include the then known complaints, facts, and charges, and a statement that the employee may be dismissed. The employee shall be afforded an opportunity to refute such charges or present mitigating circumstances to the Appointing Authority 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 or, at the option of the employee, by written response by that date. The employee shall be permitted to have an official representative present. At the discretion of the Appointing Authority, the employee may be suspended with or without pay or be allowed to continue to work as specified in the pre-dismissal notice. Should an employee be suspended without pay, the employee will first be afforded notice and right to present mitigating circumstances to the Appointing Authority or designee.

**Section 4. Dismissal, Reduction, Suspension Without Pay, Demotion, Written Reprimands, Performance Pay Increase Denial, and any other form of Discipline.**

(a) An employee shall receive written notice of the discipline with the specific charges and facts supporting the discipline at the time disciplinary action is taken.

Copies of pre-dismissal and dismissal notices will be sent to the Union headquarters (Salem) within five (5) calendar days of being issued to the employee. Failure to send a copy of the pre-dismissal or dismissal notice to the Union will not void the disciplinary action.

Suspensions with pay will not be recorded in employee personnel files nor in any manner used against an employee if no disciplinary action is subsequently taken.

(b) The Employer will make a good faith effort to have the following statement appear on all dismissals and disciplinary notices covered in Section 4(a) above:

If you choose to contest this action you have a right to be represented by the SEIU Local 503, OPEU. SEIU must file an appeal within thirty (30) calendar days from the effective date of this action in accordance with [Article 21](#).

Failure to include this notice will not void the disciplinary action.

**Section 5.** Employees in initial trial service with the State shall have no right to appeal removals from state service under this Article. Employees in trial service as a result of promotion who are returned to their former classification shall have no right of appeal under this Article for such

removal. However, an employee in trial service as a result of promotion who is dismissed from state service may have his/her dismissal appealed by the Union under this Article.

**Section 6.** Upon request, an employee shall have the right to Union representation during an investigatory interview that an employee reasonably believes will result in disciplinary action. The employee will have the opportunity to consult with a local Union Steward or Organizer before the interview, but such designation shall not cause an undue delay.

(See Last Chance Agreements, [Article 21, Section 11.](#))

## **ARTICLE 21--GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1.** Grievances are defined as acts, omissions, applications, or interpretations alleged to be violations of the terms or conditions of this Agreement.

Grievances shall be filed within thirty (30) calendar days of the date the grievant or the Union knows or by reasonable diligence should have known of the alleged grievance.

Grievances shall be reduced to writing, stating the specific Article(s) alleged to have been violated and clear explanation of the alleged violation, sufficient to allow processing of the grievance. Grievances shall be filed through the appropriate steps of this procedure on the form identified as the Official Statement of Grievance Form. Except during the initial thirty (30) calendar day filing period at Step 1 or Step 2, whenever a grievance is properly filed at that step, and provided there has been no response from Agency management to the filed grievance, the Union shall not expand upon the original elements and substance of the written grievance. The Union may add other relevant Articles to the list of Articles allegedly violated at Step 2.

All grievances shall be processed in accordance with this Article and it shall be the sole and exclusive method of resolving grievances, except for the following Articles:

- [Article 2--Recognition](#)
- [Article 5--Complete Agreement/Past Practices](#)
- [Article 22--No Discrimination](#)
- [Article 56--Sick Leave \(FMLA/OFLA\)](#)
- [Article 81--Reclassification Upward, Reclassification Downward, and Reallocation](#)

**Section 2.** Time limits specified in this and the above-referenced Articles shall be strictly observed, unless either Party requests a specific extension of time, which if agreed to, must be stipulated in writing and shall become part of the grievance record. "Filed" for purposes of Step 1 through Step 4 grievances shall mean postmarked (dated by meter or U.S. Post Office), date of email or other electronic format, or fax received by close of the business day or actual receipt.

Grievance filings and appeals shall include the grievance form and in the case of appeals management responses at the previous step. Any other documentation may be presented at the grievance meeting or a method other than email.

The timeline for the Employer response at each grievance step shall begin the first day following the day of receipt. The timeline for the Union appeal to the next higher step shall begin the first day following the day the Employer response is due or received.

If at any step of the grievance procedure, the Employer fails to issue a response within the specified time limits, the

grievance shall automatically advance to the next step of the grievance procedure unless withdrawn by the grievant or the Union. If the grievant or Union fails to meet the specified time limits, the grievance will be considered withdrawn and it cannot be resubmitted.

Grievance steps referred to in this Article may be waived by mutual agreement in writing. Such written agreements shall become part of the grievance file.

**Section 3.** When required by the Employer to investigate the grievance, any time spent by employee(s) to attend meetings during regular working hours, shall be considered as work time.

**Section 4. Group Grievances.** Where there are group grievances in Agencies involving two (2) or more supervisors, such grievances shall be filed and processed in accordance with Step 2 of the grievance procedure. When a grievance involves employees in more than one (1) Agency, such grievance shall be filed and processed in accordance with Step 3 of this Article. The grievance shall specifically enumerate, by name, the affected employees, when known. Otherwise, the affected employees will be generically described in the grievance.

**Section 5.** Grievances shall be processed as follows:

TIME TO FILE: Thirty (30) calendar days for initial filing	
PLACE TO FILE	TYPE OF GRIEVANCE
AGENCY HEAD (Step 2)	<ul style="list-style-type: none"> <li>• Article 20-- Discipline/Discharge</li> <li>• Article 22--Discrimination</li> <li>• Article 81--Reclass Down</li> <li>• Article 21, Section 4 - Group Grievances involving multiple supervisors in one Agency</li> <li>• Family Medical Leave (FMLA/OFLA)</li> </ul>
DAS, LABOR RELATIONS UNIT (LRU) (Step 3)	<ul style="list-style-type: none"> <li>• Article 21, Section 4 - Group Grievances involving multiple Agencies</li> </ul>
MANAGEMENT/ EXECUTIVE SERVICE SUPERVISOR (Step 1)	<ul style="list-style-type: none"> <li>• All other grievances/contract violations</li> </ul>

**See Appendix F for detailed table on grievance filing.**

**Step 1.** The grievant(s), with or without Union representation, shall, within thirty (30) calendar days, file the grievance except as otherwise noted to his/her management/executive service supervisor\*. Upon request of either Party, the Parties will meet to discuss the grievance. The supervisor shall respond in writing to the grievant(s) within fifteen (15) calendar days from the receipt of the grievance. In all cases, the grievant and his/her management/executive service supervisor will attempt to meet within the thirty (30) calendar day filing period in an attempt to resolve the grievance at the lowest possible level of management. Failure to meet will not invalidate the grievance.

All Step 1 grievance settlements are non-precedential and shall not be cited by either Party or their agents or members in any arbitration or fact-finding proceedings now or in the future. Step 1 grievance settlements shall be reduced to writing and signed by the grievant and management/executive service supervisor. Actions taken pursuant to Step 1 settlement agreements shall not be

deemed to establish or change practices under the Collective Bargaining Agreement, including but not limited to [Article 5](#), or [ORS Chapter 243](#), and shall not give rise to any bargaining or other consequential obligations.

\*In ODOT (Highway), this is the District Maintenance Supervisor; in OPRD, this is the District Park Manager; or, in either case, the equivalent Program Manager; and in Forestry, this is the District Forester or Program Director. In the State-owned Airports Branch of ODOA, this is the State Airports Manager. In the Statewide Services Branch of ODOA, this is the Agency Head. In ODFW, grievances filed at Step 1 are to be filed with the Division Administrator or Regional Manager, whichever is appropriate for that work unit.

**Step 2.** When the response at Step 1 does not resolve the grievance, the grievance must be filed by the Union within fifteen (15) calendar days after the Step 1 response is due or received. The appeal shall be filed in writing to the Agency Head or his/her designee, who shall respond in writing within fifteen (15) calendar days (thirty (30) calendar days for discipline) after receipt of the Step 2 appeal. Upon request of either Party, the Parties will meet to discuss the grievance.

“Agency Head” as used in this Section shall normally mean the appointed or elected executive head of the Agency, except as follows:

- Health-Related Licensing Boards—Chief Administrative Officer
- OHA Institutions—Institution or Facility Superintendent
- ODOT—Chief of Human Resources or designee
- OPRD—Parks Director or designee
- Forestry—State Forester or designee
- ODFW—Agency Director or designee

**Step 3.** Failing to settle the grievance in accordance with Step 2, the appeal, if pursued, must be filed by the Union and received by the Labor Relations Unit of the Department of Administrative Services within fifteen (15) calendar days after the Step 2 response is due or received. The Labor Relations Unit shall respond in writing within fifteen (15) calendar days from receipt of the Step 3 appeal. At this step the Parties agree that a face-to-face meeting (or the equivalent by phone) will occur between the Union and Labor Relations Unit. If the Union wishes to pursue a grievance involving only temporary employees beyond Step 3, the issue must first be submitted to grievance mediation. The request to initiate mediation shall be submitted by the Union to the Labor Relations Unit within fifteen (15) days of the Step 3 response.

**Step 4.** Grievances which are not satisfactorily resolved at Step 3 may be appealed to arbitration. If the Union intends to appeal to arbitration, the appeal must be received by the Labor Relations Unit of the Department of Administrative Services within forty-five (45) calendar days after the Step 3 response was due or received. If the Union has filed a notice of intent to arbitrate a grievance but has not requested selection of an arbitrator within two (2) months of such notice, LRU may require that an arbitrator be selected and a hearing date agreed upon. In this situation, a letter from the Union requesting an arbitrator shall be sent within fifteen (15) days of such request by LRU or the grievance will be deemed withdrawn.

## **Section 6. Arbitration Selection and Authority.**

(a) Arbitrations between the Parties shall be presented to one of the following arbitrators:

1. [James A. Lundberg](#)
2. [Ronald L. Miller](#)
3. [Sylvia P. Skratek](#)
4. [Kathryn T. Whalen](#)
5. [Timothy D. W. Williams](#)
6. [Jean Savage](#)
7. [Robert Landau](#)

Through mutual agreement, the Parties may elect to reopen this Section to modify the list of arbitrators.

- (b) Arbitrators shall be assigned on a rotational basis in the order set out above. Upon Labor Relations' receipt of a letter of intent to arbitrate and subsequent approval to proceed to arbitration from the SEIU Local 503, OPEU, a calendar for potential date selection will be offered which includes the three (3) month period beginning the second full month after receipt of the approval to proceed correspondence. However, when the arbitrator originally selected is unable to schedule a hearing within the three (3) month period, the next arbitrator in rotation will be sent the same dates to schedule the hearing. In instances where the Parties agree to consolidate cases, meaning combining a related disciplinary action with a pending arbitration case, the arbitrator assigned to handle the first case will also be assigned to handle the subsequent matter. Arbitrators will use cancellation days and any unused scheduled days for writing awards on any outstanding cases under this Agreement. Cancellation fees will be applied toward any writing days.
- (c) Within fifteen (15) calendar days of receiving confirmation of an appeal of a grievance to arbitration, the Labor Relations Unit shall assign the next arbitrator on the list for selection and shall simultaneously notify the interested Parties of such assignment.
- (d) Representatives of each Party, in conjunction with the chosen arbitrator, shall mutually select dates for arbitration within a reasonable period of time.
- (e) The arbitrator shall have the authority to hear and rule on all issues which arise over substantive or procedural arbitrability. Such issues, if raised, must be heard prior to hearing the merits of any appeal to arbitration. Upon motion by either Party that there exists issues involving substantive or procedural arbitrability, the arbitrator shall hear the arbitrability issue(s) first and the Parties shall make oral closing statements. The arbitrator shall issue a bench ruling by the end of the business day. When the arbitrator determines that the case is not arbitrable, the decision shall be affirmed in writing within seven (7) calendar days from the close of the hearing. If the grievance is arbitrable, the Parties shall continue with the hearing that day or the next business day, as time permits. In cases where arbitrability is affirmed, the arbitrator's award will include written findings on arbitrability.
- (f) The Parties agree that the decision or award of the arbitrator shall be final and binding on each of the Parties. The arbitrator shall issue his/her decision or award within thirty (30) calendar days of the closing of the hearing record. The arbitrator shall have no authority to rule contrary to, to amend, add to, subtract from, change or eliminate any of the terms of this Agreement. The arbitration will be handled in

accordance with the rules of the American Arbitration Association.

- (g) The Employer and the Union will develop stipulations of fact and use affidavits and other time-saving methods whenever possible and when mutually agreed upon in all cases proceeding to arbitration.
- (h) The Parties shall split the arbitrator's charges equally. All other expenses shall be borne exclusively by the Party requiring the service or item for which payment is to be made.
- (i) Arbitrations for cases involving Articles exclusively applying to temporary workers shall be processed using the expedited grievance procedure outlined in [LOA 21.00-99-06](#).

**Section 7.** Upon request, an employee shall have the right to Union representation during an investigatory interview that an employee reasonably believes will result in disciplinary action. The employee will have the opportunity to consult with a local Union Steward or Organizer before the interview, but such designation shall not cause an undue delay.

**Section 8.** A grievant shall be granted leave with pay for appearance before the Employment Relations Board or arbitration, including the time required going and returning to his/her headquarters. The Union Steward of record shall be granted leave with pay to attend the actual Board or arbitration hearing. The Steward shall not be eligible for overtime, travel expenses, penalty payments or premium payments as a result of this Section.

**Section 9.** No reprisals shall be taken against any employee for exercise of his/her rights under the provisions of this Article.

**Section 10.** Information requests concerning grievances shall be sent to the Agency Human Resources Office or Union with a copy to the Department of Administrative Services, Labor Relations Unit. The request(s) shall be specific and relevant to the grievance investigation. The Agency Human Resources Office/Union will provide the information to which the Party is lawfully entitled. Reasonable costs shall be borne by the requesting Party. The requesting Party shall be notified of any costs before the information is compiled.

Notwithstanding [Article 19--Personnel Records](#), and upon the Union's written request, the Agency, within a reasonable period of time, will provide a listed summary of redacted Agency-issued disciplinary actions or redacted disciplinary letters, whichever is requested by the Union.

**Section 11.** The Parties acknowledge that an Agency, at its own discretion, may offer a last chance agreement to an employee. Last chance agreements will be signed by the employee and the Union unless the employee affirms in writing that the Union not be a Party to the agreement. Such agreement, if offered, shall include the conditions, consequences of failure and term of agreement. This Section does not apply to temporary employees.

(See Letter of Agreement [21.00-99-06](#) in Appendix A.)

## **ARTICLE 22--NO DISCRIMINATION**

**Section 1.** It is the policy of the Employer and the Union not to engage in unlawful discrimination against any employee because of race, color, marital status, religion, sex, national origin, age, mental or physical disability, or any other protected class under State or Federal law. Neither will the Employer discriminate based on gender identity or sexual orientation. To this end, the Parties

further agree to apply the provisions of this Agreement equally to all employees in the bargaining unit without regard to their status in any of the categories specified above and to support application of federal and state laws and regulations, where applicable.

**Section 2.** Sexual harassment is considered a form of sex discrimination. No employee shall be subjected to sexual harassment by the Employer, Union, or other bargaining unit members. Unwelcome sexual advances, requests for sexual favors, and other deliberate or repeated unsolicited verbal or physical conduct of a sexual nature constitutes sexual harassment when:

- (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

**Section 3.** Any alleged violations of Article 22 may only proceed to the Agency Head or designee level, and are not arbitrable. Grievances alleging any form of discrimination as listed in Section 1 will be submitted in writing within thirty (30) days of date the grievant or the Union knows or by reasonable diligence should have known of the alleged grievance, directly to the Agency Head or designee as defined or used in [Article 21, Section 5](#). The Agency Head or designee shall respond within fifteen (15) calendar days after receipt of the grievance.

**Section 4.** Discrimination grievances may be submitted by the Union or the grievant to the Bureau of Labor and Industries or the EEOC for resolution, if not already so filed. Nothing in this Article shall preclude an employee from filing a charge of discrimination with the Bureau of Labor and Industries or the EEOC at any time.

(NOTE: Time lines for filing tort claims notice or legal actions are not suspended by filing a grievance under this Article. This note is for information only and is not part of the contract.)

## **ARTICLE 22T--NO DISCRIMINATION**

(Temporary Employees)

**Section 1.** It is the policy of the Employer and the Union not to engage in unlawful discrimination against any employee because of race, color, marital status, religion, sex, national origin, age, mental or physical disability, or any other protected class under State or Federal law. Neither will the Employer discriminate based on gender identity or sexual orientation. To this end, the Parties further agree to apply the provisions of this Agreement equally to all employees in the bargaining unit without regard to their status in any of the categories specified above and to support application of federal and state laws and regulations, where applicable.

**Section 2.** Any alleged violations of Article 22T may only proceed to the Agency Head or designee level, and are not arbitrable. Complaints alleging any form of discrimination as listed in Section 1 will be submitted in writing within fifteen (15) days of date the complainant or the Union knows or by reasonable diligence should have known of the alleged discriminatory act, directly to the Agency Head or designee. The Agency Head or designee shall respond

within fifteen (15) calendar days after receipt of the grievance.

**Section 3.** Discrimination complaints may be submitted by the Union or the complainant to the Bureau of Labor and Industries or the EEOC for resolution, if not already so filed. Nothing in this Article shall preclude an employee from filing a charge of discrimination with the Bureau of Labor and Industries or the EEOC at any time.

## **ARTICLE 23T--PUBLIC COMPLAINT INVESTIGATION**

(Temporary Employees)

If an Agency receives a complaint against an employee and the Agency chooses to conduct an investigation of the matter, the Agency shall notify the employee of the investigation. Such notice is not required in instances involving criminal investigations, undercover or confidential investigations, or in situations where the investigation may be jeopardized by such notice.

## **ARTICLE 23.2A--CLIENT COMPLAINT INVESTIGATION**

(OYA Youth Correctional Facilities and Camps)

**Section 1.** When the Institution receives a complaint against an employee and the complaint is not of a criminal nature, but concerns a violation of rules, policy, or procedure, the Institution shall fully discuss the complaint with the complainant(s). Prior to an employee being reassigned and/or suspended, the employee will be informed of the allegation(s) and receive a written statement of the allegation(s) within five (5) calendar days. If after initial review a comprehensive investigation is undertaken, the employee shall be given timely opportunity to provide information he/she deems relevant. Such opportunity is not required in instances involving investigations conducted by outside law enforcement Agencies. Investigations shall begin in a reasonable period of time.

**Section 2.** If the employee has reason to believe that such a discussion might adversely affect his/her employment he/she shall have the right to have a representative of his/her choice present.

**Section 3.** If the Institution chooses to remove the accused employee from his/her work assignment during the investigation, the employee may be assigned duties not related to his/her normal work. The Institution shall give the employee under investigation written notification of the status of the Institution's investigation of non-criminal complaints every sixty (60) days until completed.

**Section 4.** If disciplinary action is taken, the Institution must comply with [Article 20--Discipline and Discharge](#).

**Section 5.** If after a comprehensive investigation, the charges are unfounded, a letter stating same shall be given to the employee. Documents relating to the unfounded charges shall not be placed in the employee's personnel file.

**Section 6.** Upon completion of the investigation, the results and outcomes of the investigation shall be communicated in writing in a reasonable period of time. A copy of the written report of the results of the Institution investigation shall be provided, upon request, to the employee and to any involved party at the employee's request.

## **ARTICLE 23.2C,G,H--CLIENT COMPLAINT**

### **INVESTIGATION** (OSH, BMRC, Pendleton Cottage)

**Section 1.** When the Institution or Facility receives a complaint against an employee and the complaint is not of a criminal nature but concerns a violation of rules, policy, or procedure, the Institution or Facility shall fully discuss the complaint with the employee. Prior to an employee being reassigned and/or suspended, the employee will be informed of the allegation(s) and receive a written statement within ten (10) calendar days of the allegation(s). If pertaining to abuse of patients, residents, and clients, the investigation results and any resulting personnel action shall be completed and communicated in writing within sixty (60) calendar days from notification to the employee, except when an extension is granted pursuant to [OAR 407-045-0470 \(Department of Human Services, Administrative Services Division and Director's Office Administrative Rules\)](#). The employee shall be given timely opportunity to provide information he/she deems relevant. Such opportunity is not required in instances involving investigations conducted by outside law enforcement Agencies. If the investigation and personnel action, if any, are not completed within these time frames provided in the Rules, the employee may request and the Institution or Facility shall provide an update to the employee on the status of the investigation including the reason(s) for the delay and the anticipated time for completion of the investigation.

**Section 2.** If the employee being investigated has reason to believe that the investigatory interview might adversely affect his/her employment, he/she shall have the right to have a Union representative present. When an employee who is not the subject of the investigation is notified of the need to give testimony, he/she will be asked if he/she has reason to believe that his/her testimony may result in future disciplinary action against him/her. If the employee has reason to believe that he/she may be disciplined because of his/her testimony, the employee may request to discuss the matter with the Superintendent or his designee and will be allowed to consult with or have present a Union representative.

**Section 3.** If the Institution or Facility chooses to remove the accused employee from his/her work assignment during the investigation, the employee may be assigned duties not related to his/her normal work.

**Section 4.** If disciplinary action is taken, the Institution or Facility must comply with [Article 20--Discipline and Discharge](#).

**Section 5.** If after a comprehensive investigation, the client abuse charges are unfounded, the Agency will send a letter stating that the investigation has been concluded and no client abuse charges will be brought against the employee as a result of the investigation. The letter shall be provided upon request to the employee and to any involved party at the employee's request. Documents relating to the unfounded charges shall not be placed in the employee's personnel file.

**Section 6.** A copy of the written report of the results of the Institution or Facility investigation shall be provided, upon request, to the employee and to any involved party at the employee's request.

## **ARTICLE 23.2K--CLIENT COMPLAINT**

### **INVESTIGATION**

(OYA Administration and Field Services)

**Section 1.** Reasonable notice will be provided to an employee if or when the Agency receives a complaint of merit which is non-criminal in nature. The employee will be given an opportunity to respond as early in the process as is feasible. The employee's response, if in writing, shall be attached permanently to the complaint and copies thereof. In the event that the Agency determines that a formal investigation is necessary and so notifies the employee, upon the employee's request, he/she shall have the right to Union representation during the investigatory interview that the employee reasonably believes will result in disciplinary action.

**Section 2. Alleged Criminal Law Complaint.** See [Article 20--Discipline and Discharge, Section 6](#).

**Section 3.** During a formal investigation, the employee may be assigned duties not related to his/her normal work if the Agency chooses to remove the employee under investigation.

**Section 4.** The Agency shall give the employee under investigation written notification of the result of the Agency's investigation of non-criminal complaints upon request of the employee, if available.

## **ARTICLE 26--DIFFERENTIAL PAY**

### **Section 1. Geographic Area Pay.**

(a) Classifications C4001, C4003, C4004, C4005, C4007, C4008, C4009, C4018, C4020, C4021, C4116:

Prevailing basic rates in specific geographic areas for employment of limited duration less than one-hundred twenty (120) days will be approved. Employees paid at such rates will not be eligible for vacation, sick leave, or holiday benefits. Such rates will be paid only for construction work.

(b) A differential, not to exceed twenty-five percent (25%) over the base rate, may be paid a permanent, nonresident classified employee upon request of the Appointing Authority. The amount of the differential must be approved by administrators of the Budget Division and Labor Relations Unit. An employee would not be entitled to a per diem expense allowance in lieu of the differential.

### **Section 2. Special Duty Pay.**

(a) **High Work Differential:** When an employee is required to perform work more than twenty (20) feet directly above the ground or water and use of safety ropes, scaffolds, boatswain chairs, or other similar safety devices are required for support, the employee shall receive a high work differential.

**Rate:** Seventy-five cents (\$0.75) per hour.

(b) Effective October 1, 2009, Forestry employees who work from light fixed-wing aircraft or helicopters for work assignments involving flying grid patterns or low-altitude spotting shall receive a differential of one dollar and fifty cents (\$1.50) per hour for actual air-time time only.

Employees who are being transported to a job site, normal courier duties, point-to-point travel, or similar circumstances shall not qualify for this differential. (Pilots are excluded from any part of this provision.)

(c) **Application:** C6214—Institution RN.

**Definition:** Charge differential shall be defined as a temporary hourly differential for an eight (8) hour shift

for an Institution RN who has been assigned charge duties.

**Rate:** Institution RN's who are assigned and are performing charge duties will receive an additional thirty-three cents (\$0.33) per hour. When this special duty pay condition occurs on a holiday worked or in an overtime period worked, this additional special duty premium pay shall be paid at the rate of time and one-half (1 ½).

(d) **Application:** C6135--Licensed Practical Nurse.

**Eligibility:** Charge differential shall be defined as a temporary hourly differential for an eight (8) hour shift for a Licensed Practical Nurse who has been assigned charge duties by the Employer.

**Rate:** Licensed Practical Nurses who are assigned and are performing charge duties shall receive an additional five percent (5%) above their current rate of pay for all hours worked during the assignment. When this special duty pay condition occurs on a holiday worked or in an overtime period worked, this additional special duty premium pay shall be paid at the rate of time and one-half (1 ½).

Licensed Practical Nurses at the DHS Mental Health Institutions who are classified as Mental Health Therapist 2 (C6712) will receive the higher salary rate of that classification in lieu of the LPN Charge Differentials of five percent (5%) above their current rate of pay. Mental Health Therapists 2 with LPN certification will continue to have a working title of Licensed Practical Nurse.

(e) **Diving Differential:**

**Eligibility:** Employees whose work assignment requires the use of self-contained underwater breathing apparatus or other sustained underwater diving equipment and who pass current certification for the use of such equipment will receive a differential of five dollars (\$5.00) per hour or any fraction thereof, for actual diving time.

(f) **Application:** C6710--Mental Health Therapy Technician, C6711--Mental Health Therapist 1, and C6725--Habilitative Training Technician.

**Eligibility:** Full-time employees in classification C6710, C6711, or C6725 who are designated in writing by the Agency to perform assigned duties of "shift charge" where two (2) or more other employees are scheduled to work during that shift, shall be eligible for a pay differential of thirty-four cents (\$0.34) per hour for each full eight (8) hour shift worked in such assignment. When this special duty pay occurs on an overtime period worked, this additional premium pay shall be added to the basic rate for computation of pay.

(g) **Administration of Medications.**

**Application:** C6710--Mental Health Therapy Technician, C6711--Mental Health Therapist 1, C6712--Mental Health Therapist 2, C6718--Mental Health Therapy Coordinator, C6717--Mental Health Therapy Shift Coordinator.

**Eligibility:** Employees in the above-referenced classifications and Mental Health Therapist 2s who have the working title of, and certification as, LPNs who are assigned medication administration duties shall be eligible for the differential.

**Rate:** Twenty-seven cents (\$0.27) per hour for all shifts so assigned.

(h) **DMV Inmate Differential.** DMV employees assigned to work directly with inmates inside the security fences at State of Oregon correctional facilities will receive a five percent (5%) pay differential. The employees will receive this additional five percent (5%) above their current rate of pay for all hours worked during this assignment.

(i) An employee who is working as direct care in the classification of Institution Registered Nurse (C6214) or Nurse Practitioner (C6255) and possesses a Baccalaureate degree with relevant course work shall receive an additional four and seventy-five one-hundredths percent (4.75%) of his/her salary rate or possesses a Master's degree with relevant course work shall receive an additional nine and five-tenths percent (9.5%) of his/her salary rate. The differentials are based on a full-time employee and will be prorated for part-time employees on the basis of hours paid.

(j) MCEO 2's. Employees in the classification of Motor Carrier Enforcement Officer 2 (C5858) shall be paid a differential of five percent (5%) above their base rate of pay.

**Section 3. Special Qualifications Pay.**

(a) **Application:** C2306--Vocational Training Instructor.

**Eligibility:** Five (5) year certificate and twelve (12) quarter hours shall receive twenty-five dollars (\$25.00) above their normal step. Five (5) year certificate and twenty-four (24) quarter hours shall receive fifty dollars (\$50.00) above their normal step.

(b) **Application:** C6294, C6295--Clinical Psychologists 1 & 2.

**Eligibility:** American Board of Professional Psychology Diploma--fifty dollars (\$50.00) above normal step.

(c) **Medical Consultants:** Medical Consultants (U7538) working in the DHS-DDS program shall receive a Board Certification differential of an additional seven and one-half percent (7.5%) for the first Board Certification in one (1) specialty held and ten percent (10%) if two (2) or more specialty certifications are held. This differential will only be paid for those specialties or certifications recognized by the American Board of Medical Specialties, American Osteopathic Association, American Board of Professional Psychology, American Board of Professional Disability Consultants, or American Board of Medical Psychotherapists.

(d) **Bilingual:** A differential of five percent (5%) over base rate will be paid to employees in positions which specifically require bilingual skills (i.e., translation to and from English to another foreign language or the use of sign language\*) as a condition of employment. The interpretation and translation skills must be assigned and contained in an employee's individual position's position description.

\*NOTE: This differential will be paid to School for the Deaf employees excluding intermittents whose assignments require the use of sign language. Such payment will be made in accordance with the level of proficiency assigned by management, beginning the first day of the month following the employee's successful evaluation of the expected sign skill level for his/her position. Employees in the other Agencies will be paid this differential only when such bilingual sign requirements are assigned.

(e) Emergency Medical Technician Certification (Strike-Prohibited Unit Only).

Application: Employees in the classification of Transporting Mental Health Aide (C6101) who are required to possess certification as Emergency Medical Technicians shall be paid an additional five percent (5%) above their current rate of pay.

(f) Certified Bridge Worker: Employees in the classifications of Transportation Maintenance Specialist 2 (C4152), Transportation Maintenance Coordinator 1 (C4161) and Transportation Maintenance Coordinator 2 (C4162) who are members of a Bridge Crew and hold a certification in either structural welding or boom operation will, upon submitting proof of such certification, receive a five percent (5%) "Certified Bridge Worker" pay differential above his/her base rate of pay. Employees receiving this differential are not eligible for the High Work differential (Section 2(a)).

(g) Pesticide/Herbicide Spray. An employee who possesses a valid pesticide/herbicide license and the Agency assigns the employee to apply pesticides/herbicides shall receive seventy-five cents (\$0.75) per hour for actual hours worked mixing and applying pesticides/herbicides and cleaning the equipment after application.

(h) Surveyor License (Forestry). A five percent (5%) differential over an employee's base pay rate will be paid to an employee occupying a position classified as Natural Resource Specialist 3 (C8503) and who meets all of the following criteria:

(1) Possess a current Oregon Professional Surveyor's License; and

(2) The Agency designates in writing that the employee perform all professional land surveyor duties as reflected in the employee's position description.

(i) Group Life Coordinator. Group Life Coordinators who are assigned in writing to facilitate agency-approved treatment curricula for youth offenders shall be paid a differential of one dollar and fifty cents (\$1.50) per hour for time spent in actual youth group facilitation and for time not to exceed one (1) hour, used for preparation and post group documentation in the Juvenile Justice Information System (JJIS).

**Section 4. Student Trainee Pay.**

(a) Student Professional Forester Worker (C8235)

The following steps are recommended:

- Step 3—Completion of one (1) year of forestry at a recognized college of forestry.
- Step 4—Completion of two (2) years of forestry at a recognized college of forestry.
- Step 5—Completion of three (3) years of forestry at a recognized college of forestry.
- Step 6—Completion of four (4) years of forestry at a recognized college of forestry.

**Section 5. Shift Differential.**

(a) Eligibility. Shift differential shall apply to all employees except part-time employees working less than thirty-two (32) hours per month. In order to qualify for the shift differential, an employee must be in a job classification which is allocated to Salary Range 22 or below. All employees shall be paid a differential as outlined in Subsections (b) and (c) below, for each hour or major portion thereof (thirty (30) minutes or

more), worked between 6:00 p.m. and 6:00 a.m. and for each hour or major portion thereof worked on Saturday or Sunday.

(b) Registered Nurses, Nurse Practitioners, and Licensed Practical Nurses will receive a shift differential of one dollar and eighty-five cents (\$1.85) per hour. Employees in Mental Health Therapist 2 positions who are certified LPNs and also have the working title of Licensed Practical Nurse will receive this shift differential.

(c) All other personnel will receive a differential of seventy-five cents (\$0.75) per hour.

**Section 6. Leadwork Differential.**

(a) 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 to standards; and provide informal assessment of workers' performance to the supervisor.

(b) 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.

(c) 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.

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

(e) If an employee believes that he/she is performing the duties that meet the criteria in Subsection (a), leadworker, but the duties have not been formally assigned in writing, the employee may notify the Agency Head in writing. The Agency will review the duties within fifteen (15) calendar days of the notification. If the Agency determines that leadwork duties were in fact assigned and are appropriate, the leadwork differential will be effective beginning with the day the employee notified the Agency Head of the issue.

If the Agency determines that the leadwork duties were in fact assigned but should not be continued, the Agency may remove the duties during the fifteen (15) day review period with no penalty.

If the Agency concludes that the duties are not leadwork, the Agency shall notify the employee in writing within fifteen (15) calendar days from receipt of the employee's notification to the Agency Head.

**Section 7. Leadwork Differential. Employment Department.**

(a) Leadwork differential will be paid to employees who are formally assigned in writing to perform leadwork

provided the leadwork or team leader duties are not included in the classification specification for the employee's position. Leadwork is where an employee has been formally assigned to do substantially all of the following: 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 to standards; and provide informal assessment of workers' performance to the supervisor.

- (b) The differential shall be five percent (5%) beginning from the first day the duties were formally assigned in writing.
- (c) If an employee receives more than one (1) differential (except overtime as mandated by the FLSA), the differentials will be calculated on the base so that no "pyramiding" occurs (i.e., if an employee is receiving the leadworker differential and an out-of-classification differential, the two (2) differentials would be calculated separately and then added on to the base pay).
- (d) Leadwork differential shall not apply for voluntary training and development purposes which are mutually agreed to in writing between the supervisor and the employee.
- (e) If an employee believes that he/she is performing the duties of a leadworker but the duties have not been formally assigned in writing, he/she may submit the matter for resolution as per the dispute resolution process, or through the grievance procedure (as for example, classification review, work out-of-class).

**Section 8. Leadwork Differential. ODOT Highway Division, TMS1, TMS2 and Transportation Operations Specialist.**

- (a) Leadwork differential shall be defined as a differential for employees who have been formally assigned by their supervisor "leadwork" duties for five (5) days or longer in a calendar month; or five (5) consecutive calendar days or longer that span the end of one (1) month and the beginning of the next month. In no case shall days be counted twice to meet the leadwork pay qualification.
- (b) Leadwork is where, on a recurring daily basis, while performing essentially the same duties as the workers led, 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 9. Leadwork Differential. State Library.**

- (a) Team Coordinator differential shall be defined as a differential for employees who have been formally assigned in writing "team coordinator" responsibilities for a specific team on a recurring daily basis, for a designated length of time that extends beyond ten (10) consecutive calendar days.
- (b) Team Coordinator responsibilities shall include substantially the following roles: monitor team progress in meeting performance goals; coordinate team workflow to accomplish the work efficiently; coordinate team development processes; identify,

plan, and approve training; assist in hiring of new team members, orient new employees; review team member timesheets; give feedback to team members concerning work procedures; and serve as communication liaison between the team and management.

- (c) The Team Coordinator 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.
- (d) If an employee receives more than one (1) differential (except overtime as mandated by the FLSA), the differentials will be calculated on the base so that no "pyramiding" occurs (i.e., if an employee is receiving the Team Coordinator differential and an out-of-classification differential, the two (2) differentials would be calculated separately and then added on to the base pay).

**Section 10. Work Out-of-Classification.**

- (a) When an employee is assigned for a limited period to perform the duties of a position at a higher level classification for more than ten (10) consecutive calendar days, the employee shall be paid five percent (5%) above the employee's base rate of pay or the first step of the higher salary range, whichever is greater.

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

When an employee is assigned to work out-of-classification pending approval of a reclassification upward, the employee will be paid at the next higher rate of pay or first step of the higher salary range, whichever is greater.

- (b) 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.
- (c) 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.
- (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 11. Work Out-of-Classification. ODOT.**

- (a) Transportation Maintenance Specialists. In addition to any entitlement to work out-of-classification pay pursuant to Section 10 of this Article, notwithstanding Transportation Maintenance Specialist 1s who are assigned to a TMS 2 Maintenance crew by their supervisor and who independently perform work consisting of sweeping, snow removal, sanding, de-icing or removal of land/rock slide materials from roadways at the Transportation Maintenance Specialist 2 (TMS 2) level shall be paid a differential of five percent (5%) over their base rate of pay for all hours of such work. Operation of heavy earth-moving



equipment on land/rock slides and operation of a pick-up broom for sweeping are considered TMS 2 level work, whereas traffic control activities such as flagging, operating pilot vehicles and setting signs are not considered TMS 2 level work.

- (b) **Self-Managed Crews.** Where the Agency utilizes self-managed work crews, crew members, including positional leaders, may not be entitled to work out-of-classification payments at the supervisory level unless they assume a majority of duties specific to that classification.

(See Letters of Agreement [26.00-99-14](#) & [26.00-99-15](#) Appendix A.)

**ARTICLE 27--SALARY INCREASE**

For purposes of contract administration, see Letter of Agreement [27.00-11-211](#) in Appendix A.

**Section 1. Public Employees Retirement System ("PERS") Members.** For purposes of this Section 1, "employee" means an employee who is employed by the State on August 28, 2003 and who is eligible to receive benefits under [ORS Chapter 238](#) for service with the State pursuant to Section 2 of Chapter 733, Oregon Laws 2003.

**Retirement Contributions.** On behalf of employees, the State will continue to "pick up" the six percent (6%) employee contribution, payable pursuant to the law. The Parties acknowledge that various challenges have been filed that contest the lawfulness, including the constitutionality, of various aspects of PERS reform legislation enacted by the 2003 Legislative Assembly, including Chapters 67 (HB 2003) and 68 (HB 2004) of Oregon Laws 2003 ("PERS Litigation"). Nothing in this agreement shall constitute a waiver of any Party's rights, claims or defenses with respect to the PERS Litigation.

**Section 2. Oregon Public Service Retirement Plan Pension Program Members.** For purposes of this Section 2, "employee" means an employee who is employed by the State on or after August 29, 2003 and who is not eligible to receive benefits under [ORS Chapter 238](#) for service with the State pursuant to Section 2 of Chapter 733, Oregon Laws 733.

**Contributions to Individual Account Programs.** As of the date that an employee becomes a member of the Individual Account Program established by Section 29 of Chapter 733, Oregon Laws 2003, and pursuant to Section 3 of that same Chapter, the State will pay an amount equal to six percent (6%) of the employee's monthly salary, not to be deducted from the salary, as the employee's contribution to the employee's account in that program. The full amount of the contributions paid by the Employer on behalf of employees, pursuant to the Agreement shall not be considered to be "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to Section 32 of Chapter 733, Oregon Laws 2003.

**Section 3. Effects of Changes in Law (other than PERS Litigation).** In the event that the State's payment of a six percent (6%) employee contribution under Section 1 or under Section 2, as applicable, must be discontinued due to a change in law, valid ballot measure, constitutional amendment, or a final, non-appealable judgment from a court of competent jurisdiction (other than in the PERS Litigation), the State shall increase by six percent (6%) the base salary rates for each classification in the salary schedules in lieu of the six percent (6%) pick-up. This

transition shall be done in a manner to assure continuous payment of either the six percent (6%) contribution or a six percent (6%) salary increase.

For the reasons indicated above, or by mutual agreement, if the State ceases paying the applicable six percent (6%) pickup and instead provides a salary increase for eligible bargaining unit employees during the term of the Agreement, and bargaining unit employees are able, under then-existing law, to make their own six percent (6%) contributions to their PERS account or the Individual Account Program account, as applicable, such employees' contributions shall be treated as "pre-tax" contributions pursuant to Internal Revenue Code, Section 414(h)(2).

**Section 4.** Effective December 1, 2011, Compensation Plan salary rates shall be increased by one-point-five percent (1.5%), to be paid January 1, 2012. Effective January 1, 2013, Compensation Plan salary rates shall be increased by one-point-forty-five percent (1.45%), to be paid February 1, 2013.

**Section 5. Compensation Plan for Non-Strikeable Unit.** The Parties agree to maintain a separate wage compensation plan for SEIU Local 503, OPEU-represented employees in the non-strikeable unit, including employees at Oregon State Hospital in positions designated as security, with the representation code of OXN or OXS. (See Appendix D.)

**Section 6. Compensation Plan Changes.**

Effective the first of the month following the signing of this Agreement, the following classifications shall be adjusted as indicated below:

CLASS #	CLASS TITLE RANGE	SALARY	
		FROM	TO
8503	Natural Resource Spec. 3 (Hydrogeologist)	27	28
8503	Natural Resource Spec. 3 (Reg.Sanitarian)	27	28
8504	Natural Resource Spec. 4 (Hydrogeologist)	30	31
8504	Natural Resource Spec. 4 (Toxicologist)	30	31
8504	Natural Resource Spec. 4 (Reg.Sanitarian)	30	31
8505	Natural Resource Spec. 5 (Hydrogeologist)	32	33
6503	Physical Therapist	25	29

Effective September 1, 2011, all employees will retain their current salary rate in the new range except that employees whose current rate is below the first step of the new range shall be moved to the first step in the new range and a new salary eligibility of September 1, 2012 will be assigned. For an employee whose rate is within the new salary range, but not at a corresponding salary step, his/her salary shall be adjusted to the next higher rate closest to his/her current salary, effective September 1, 2011. "Red-circle" under [Article 81, Section 3](#) will apply when appropriate, (i.e., in cases of downward reclassification).

(See Letter of Agreement [27.00-11-211](#) in Appendix A.)

**ARTICLE 29--SALARY ADMINISTRATION**

For purposes of contract administration, see Letter of Agreement.

**Section 1. Pay.**

- (a) Pay for employees in the bargaining unit shall be in accordance with the Compensation Plan adopted by the Department of Administrative Services and approved by the Governor as modified by this Agreement. No changes shall be made in the Compensation Plan which affect SEIU Local 503, OPEU bargaining unit employees unless the Parties to

this Agreement have negotiated the changes and reached agreement on what changes will be made. This is not intended to prevent mechanical changes or other minor changes necessary to administer the Compensation Plan.

- (b) All employees shall be paid no later than the first day of the month. However, employees who begin work after payroll cutoff will be paid in the subsequent mid-month payroll for time worked in the affected pay period. When a payday occurs on Monday through Friday, payroll checks shall be released to employees on that day. When 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. When an employee is not scheduled to work on the payday, the paycheck may be released prior to payday if the paycheck is available and the employee has completed the "Request for Release of Payroll Check" Form AD20. However, the employee may not cash or deposit the check prior to the normal release time. Any violation of this provision may be cause for disciplinary action. All checks released early under this Article shall be accompanied by written notice from the Employer as to the normal release time and date for that employee and a statement that early cashing or depositing of the check may be cause for disciplinary action. However, this shall not apply to appropriate mid-month payroll. 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 purposes.
- (c) Employees shall be paid no less than the minimum rate of pay for their classification upon appointment to a position in state service. An entrance salary rate may exceed the minimum rate when the Appointing Authority believes it is in the best interest of the State to do so.
- (d) Release of sixty percent (60%) of an employee's earned gross wages prior to the employee's designated payday shall be authorized subject to approval of the Appointing Authority or designee, in emergency cases upon receipt of a written request from the employee that describes the emergency. An emergency situation shall be defined as an unusual, unforeseen event or condition that requires immediate financial attention by an employee. 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--one (1) draw)
8. Moving due to transfer or promotion.

### **Section 2. Submission of Salary Increases.**

Recommendations for salary increases must be made to be effective on the first day of the month and must be submitted prior to the proposed effective date. However, retroactive six (6) month and annual salary increases to correct errors or oversights and retroactive payments resulting from grievance settlements shall be authorized. The proposed effective date for retroactive six (6) month

and annual salary increases must be the first day of the month no more than twelve (12) months prior to the time of submitting the correcting recommendation.

**Section 3. Performance Increase.** Salary administration shall be based upon a performance-based system. Employees shall be granted an annual performance pay increase on their eligibility date if the employee is not at the top of the salary range of their classification, and provided the employee's performance has not been deficient. Employees who do not receive an annual performance pay increase shall receive timely notice of deficient performance or conduct during the evaluation period. Employees shall receive a notice related to the deficiencies as they are noted prior to the completion of the performance evaluation period. "Timely" shall be a reasonable amount of time, taking into consideration the specific alleged deficient performance. Such notice shall provide the employee with adequate opportunity to correct the problem prior to the end of the evaluation period.

Employees shall be eligible for performance increases at the first of the month following the intervals of:

- (a) Annual periods after the initial date of hire until the employee has reached the top step in his/her salary range. However, should an employee be promoted during the first year of service with the Employer, the employee shall not receive this increase, but shall be eligible for increases in Section 3(b).
- (b) The first six (6) months after promotion and annual periods thereafter until the employee has reached the top step in his/her salary range.

Performance-based pay shall use the following criteria:

- (1) Classification specifications developed and promulgated by the Employer.
- (2) An individual position description reduced to writing.
- (3) Written memoranda including letters of instruction, when necessary. Work plans where used will not be accepted as a substitute for notice of deficiency.
- (4) Disciplinary action.

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

**Section 4. 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 5. Salary on Promotion.**

- (a) An employee shall be given no less than an increase to the next higher rate in the new salary range effective on the date of promotion.

If an employee is demoted or removed during trial service as a result of a promotion, his/her salary shall be reduced to the former step, and the previous salary eligibility date shall be restored.

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

- (b) **Salary on Recall from Demotion in Lieu of Layoff.** Upon recall to his/her former classification, an employee demoted in lieu of layoff shall retain his/her previous salary eligibility date and, as of the date of recall, be restored at the salary the employee would have been eligible for had a demotion not occurred, unless the employee is denied the increase as a disciplinary action.

**Section 6. Salary on Lateral Transfer.** An employee's salary shall remain the same, except where the Appointing Authority or designee determines that exceptional circumstances justify payment of a higher rate, when transferring from one (1) position to another which has the same salary range.

**Section 7. Effect of Break-In-Service.** When an employee separates from state service and subsequently returns to state service, except as a temporary employee, the employee's salary eligibility date shall be determined by the Agency as follows:

- (a) **Return from Recall List.** The employee's previous salary eligibility date, adjusted by the amount of break-in-service, shall be restored.
- (b) **Return from Reemployment.** The employee's previous salary eligibility date, adjusted by the amount of break-in-service, shall represent the earliest salary eligibility date following return. However, the salary eligibility date may be established as the first of the month in any future month up to twelve (12) months from the date of reemployment.

**Section 8. Rate of Pay on Appointment from Layoff List.** When an individual is appointed from a layoff list to a position in the same classification in which the person was previously employed, the person shall be paid at the same salary step at which such employee was being paid at the time of layoff. The salary eligibility date of an individual who is appointed from a layoff list shall be determined in accordance with Section 7.

### **Section 9.**

- (a) **Rate of Pay on Return to State Service by Reemployment.** When a former employee is appointed from reemployment to a position in the same classification in which he/she was previously employed or in a related classification with the same salary range, he/she may be paid at or below the step at which he/she was being paid at the time of his/her termination. If a person is reemployed in a position in a classification with a lower salary range than that of his/her previous position, he/she may be paid at any step in the lower salary range not exceeding the rate he/she was being paid in the higher classification, except where exceptional circumstances justify payment of a higher rate. The salary eligibility date of a former employee who is appointed from

reemployment shall be determined in accordance with Section 7.

- (b) **Rate of Pay on Reemployment Without a Break-In-Service.**

(1) When a current employee is returning from demotion to a position in the same classification in which he/she was previously employed or in a related classification with the same salary range, the employee shall be restored at the salary step the employee would have been eligible for had a demotion not occurred, not to exceed the top step.

(2) When a person is reemployed in a position in a classification with a lower salary range than that of his/her previous position as referenced in Subsection (b)(1), the employee may be paid at any step in that lower salary range not to exceed the top step or the rate he/she would have received pursuant to Subsection (b)(1). However, if an employee's current rate of pay is below the top step of the lower classification's salary range, she/he retains that rate unless the employee is eligible to receive a higher rate pursuant to Subsection (b)(1) or (b)(4) not to exceed the top step.

(3) In both instances, the former salary eligibility date (SED) is restored unless the SED is changed in compliance with the Collective Bargaining Agreement (e.g., [Article 61, Leave Without Pay](#)).

(4) Pay of a higher rate, not to exceed the top step, may be granted subject to exceptional circumstances, upon approval of the appointing authority.

### **Section 10. Recoupment of Wage and Benefit 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.
- (b) The Agency shall be limited in using the payroll deduction process to a maximum period of three (3) years before the notification. 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) For purposes of recovering overpayments of fifty dollars (\$50.00) or less, notice will be provided on the employee paystub.
- (d) For purposes of recovering overpayments of more than fifty dollars (\$50.00) by payroll deduction, the following shall apply:
- (1) The employee and the Agency shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.
- (2) 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 Subsection (d)(3) below.
- (3) 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 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(s).

(4) Subsections (d)(1) through (d)(3) of this Section 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. For example, if an employee utilizes leave without pay near the end of a month but is paid for such time because such leave without pay was not anticipated at the payroll cutoff date for that month, the employee's pay and benefit entitlements may be adjusted on the following month's paycheck.

However, under limited conditions (listed below) an exception to lump sum recoupment of wage overpayments greater than five percent (5%), as a result of leave without pay, shall apply. In these cases:

(A) An employee may request a repayment schedule not to exceed three (3) months:

- i. When entries are made by a person authorized by the Agency to complete a timesheet on behalf of an absent employee which results in overpayment.
- ii. When entries on the timesheet made by an employee were correct, but the timesheet data was incorrectly input by the Agency which results in an overpayment.

(B) Subject to extenuating circumstances beyond the control of the employee, an employee may request a longer repayment schedule. The Appointing Authority or designee has the sole discretion to deny or grant the employee's request. The decision is not subject to the grievance procedure.

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(s).

(5) 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.

## **ARTICLE 29T--SALARY ADMINISTRATION**

(Temporary Employees)

### **Section 1. Pay.**

- (a) Pay for employees in the bargaining unit shall be in accordance with the Compensation Plan adopted by the Department of Administrative Services and approved by the Governor as modified by this Agreement. No changes shall be made in the Compensation Plan which affect SEIU Local 503, OPEU bargaining unit employees unless the Parties to this Agreement have negotiated the changes and reached agreement on what changes will be made. This is not intended to prevent mechanical changes or other minor changes necessary to administer the Compensation Plan.
- (b) All employees shall be paid no later than the first day of the month or semi-monthly, as appropriate. When a

payday occurs on Monday through Friday, payroll checks shall be released to employees on that day. When 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, or as appropriate for hourly employees. When an employee is not scheduled to work on the payday, the paycheck may not be released prior to payday if the paycheck is available and the employee has completed the "Request for Release of Payroll Check" Form AD20. However, the employee may not cash or deposit the check prior to the normal release time. Any violation of this provision may be cause for denial of future early release of paycheck. All checks released early under this Article shall be accompanied by written notice from the Employer as to the normal release time and date for that employee and a statement that early cashing or depositing of the check may be cause for denial of future early release of paycheck. However, this shall not apply to appropriate tenth (10<sup>th</sup>) of the month payroll. 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 purposes.

- (c) Employees shall be paid no less than the minimum rate of pay for their classification upon appointment as a temporary employee.
- (d) Release of sixty percent (60%) of an employee's earned gross wages prior to the employee's designated payday shall be authorized subject to approval of the Appointing Authority, in emergency cases upon receipt of a written request from the employee that describes the emergency. An emergency situation shall be defined as an unusual, unforeseen event or condition that requires immediate financial attention by an employee. 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--one (1) draw)
  8. Moving due to transfer or promotion.

### **Section 2. Recoupment of Wage and Benefit 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.
- (b) The Agency shall be limited in using the payroll deduction process to a maximum period of three (3) years before the notification. 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) For purposes of recovering overpayments of fifty dollars (\$50.00) or less, notice will be provided on the employee paystub.
- (d) For purposes of recovering overpayments of more than fifty dollars (\$50.00) by payroll deduction, the following shall apply:
  - (1) The employee and the Agency shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.
  - (2) 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 Subsection (d)(3) below.
  - (3) The overpayment shall be recovered in amounts not exceeding five percent (5%) of the employee's wage per pay period. 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(s).
  - (4) In the event the employee was paid for hours not worked, Subsections (b), (c), and (d) shall not apply and the overpayment is subject to immediate recoupment.
- (e) 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.

**ARTICLE 30--PAYROLL COMPUTATION PROCEDURES**

**Section 1. Definitions.**

- (a) Permanent Full-Time: A permanent position equivalent to eight (8) hours per day or forty (40) hours per week. A permanent full-time employee will be paid on a monthly salary basis, and all benefits will be calculated on a monthly pay status basis.
- (b) Permanent Part-Time: A permanent position less than permanent full-time. A permanent part-time employee will be paid on a fixed partial monthly or hourly salary basis, and all benefits will be calculated on a partial monthly or pay period, pay status basis. All permanent part-time employees whose work hours are regularly scheduled (work hours are based on a predetermined schedule) shall be paid on a fixed partial monthly basis.
- (c) Seasonal Full-Time: A seasonal position normally equivalent to eight (8) hours per day or forty (40) hours per week. An employee in such position will be paid on a monthly, hourly, or fixed partial monthly salary basis. All benefits will be calculated on a partial monthly or pay period, pay status basis, whichever is appropriate.
- (d) Seasonal Part-Time: A seasonal position normally less than equivalent to eight (8) hours per day or forty (40) hours per week. An employee in such position will be paid on an hourly basis and all benefits will be calculated on a partial pay period, pay status basis.
- (e) Temporary Full-Time: A temporary appointment equivalent to eight (8) hours per day or forty (40) hours per week. A temporary full-time employee will be paid on a monthly, hourly, or fixed partial monthly salary basis. Any applicable benefits will be calculated on a partial monthly or pay period, pay status basis, whichever is appropriate.

- (f) Temporary Part-Time: A temporary appointment less than full time. A temporary part-time employee will be paid on a monthly, hourly, or fixed partial monthly salary basis. Any applicable benefits will be calculated on a partial monthly or pay period, pay status basis, whichever is appropriate.
- (g) Number of Workdays in Month or Pay Period: Number of possible workdays in the month or pay period based on the employee's weekly work schedule, such as Monday-Friday, Tuesday-Saturday, etc. Holidays that fall within the employee's work schedule are counted as workdays for that month or pay period.
- (h) Hourly Rates of Pay: The hourly equivalent of the monthly base rates of pay as published in the Compensation Plan. The hourly rates are computed by dividing the monthly salary by 173.33 (or by 162.5 for certain Printer classifications).
- (i) Partial Month's Pay: A prorated monthly or pay period salary. The number of hours actually worked by an employee divided by the total number of possible hours in the month or pay period based on the work schedule, times the full monthly or pay period salary rate. For example, if the employee works 115 hours in a month or pay period with a possible work schedule of 121 hours, the partial month's pay is computed as follows:

$$\frac{115}{121} \times \text{Full Month Salary} = \text{Gross Partial Pay}$$

- (j) Days Worked: Includes all days actually worked, all holidays, and all paid leave, which occurs within an employee's service period.

**Section 2. General Compensation.**

- (a) Permanent Full-Time Employees: Pay and benefits will be computed on a monthly pay status basis.
- (b) Permanent Part-Time Employees:
  - (1) Pay and benefits will be computed on a prorated monthly or pay period basis, such as one-half (½) monthly or pay period pay for a half-time employee, or pay will be computed on an hourly basis, and pay and benefits will be normally prorated on a pay period, pay status basis. Permanent part-time employees in permanent full-time positions will be treated as permanent part-time for purposes of this Article.
  - (2) Employees paid on a fixed partial monthly basis shall have all extra hours worked over the regular part-time schedule paid at the hourly rate. Employees paid on a fixed partial monthly basis who work less than the regular part-time schedule shall have time deducted at the hourly rate.
- (c) Seasonal Full-Time Employees: Pay and benefits will be computed on a monthly, prorated monthly, or an hourly pay period, pay status basis.
- (d) Seasonal Part-Time Employees: Pay will be computed on an hourly basis, and pay and benefits will be normally prorated on a pay period, pay status basis.
- (e) Job Sharing Employees: The total time worked by all job share employees in one (1) position will not exceed 1.0 FTE.
- (f) Temporary Full-Time Employees: Pay and applicable benefits will be computed on a monthly, prorated monthly, or an hourly pay period pay status basis.
- (g) Temporary Part-Time Employees: Pay and applicable benefits will be computed on an hourly basis, and pay

will normally be prorated on a pay period, pay status basis.

(h) Partial Month's Pay or Partial Pay Period:

(1) Partial month's pay (or prorated monthly or pay period pay) is applied when:

(A) A full-time employee is hired on a date other than the first working day of the month or pay period (based on employee's work schedule).

(B) A full-time employee separates prior to the last workday in the month or pay period (based on the employee's work schedule).

(C) A full-time employee is placed on leave without pay or returns from leave without pay, or is unscheduled.

(D) An employee is appointed to a permanent part-time position.

(2) See definition for partial month's pay under Section 1(i) for computation procedures.

(i) Changes in Salary Rate: When an employee's salary rate changes in the middle of a month, pay will be computed on the fractional amount of hours worked at each salary rate during the month. For example:

$$\frac{\text{Actual Hours}}{\text{Possible Hours}} \times \text{Old Rate} + \frac{\text{Actual Hours}}{\text{Possible Hours}} \times \text{New Rate} = \text{Gross Pay}$$

**Section 3.** The Parties agree that if the Employer adopts a biweekly pay plan, this Article of the Contract will be open for renegotiation.

## **ARTICLE 31--INSURANCE**

### **Section 1. Employer Contribution.**

(a) An Employer contribution for health and dental benefits will only be made for each active employee who has at least eighty (80) paid regular hours in a month and who is eligible for medical insurance coverage.

(b) It is understood that the administrative intent of this Article is that the Employer contribution is made for individuals who are participants in the medical insurance coverages. Participation will mean that eligible less-than-full-time employees who drop out of coverage will be considered to participate. Additionally, employees who elect to opt out of coverage for a cash incentive will be considered to participate.

### **Section 2. Full-Time Employees.**

An Employer contribution shall be made for full-time employees who have at least eighty (80) paid regular hours in a month.

Effective January 1, 2011 through December 31, 2011, the Employer shall make a contribution sufficient to cover the premium costs for the PEBB health, dental and basic life benefits chosen by each eligible full-time employee who has at least eighty (80) paid regular hours in a month.

For plan years January 1, 2012 through December 31, 2013, the Employer will pay ninety-five percent (95%) and the employee will pay five percent (5%) of the monthly premium rate as determined by PEBB.

For employees with monthly salary rates of two-thousand eight-hundred and sixteen dollars (\$2,816) or below, the Employer will pay an additional forty dollars (\$40) monthly subsidy beginning December 1, 2011.

### **Section 3. Less-Than-Full-Time Employees.**

(a) For less-than-full-time employees (including part-time, seasonal, and intermittent employees), who have at least eighty (80) paid regular hours in the month, the Employer shall contribute a prorated amount of the contribution for full-time employees. This prorated contribution shall be based on the ratio of paid regular hours to full-time hours to the nearest full percent, except that less-than-full-time employees who have at least eighty (80) paid regular hours in a month shall receive no less than one-half (½) of the contribution for full-time employees.

(b) The following administrative procedures shall be used for the calculation of Employer health plan contributions for less-than-full-time employees, under this Section.

(1) "Regular hours" means all hours of work or paid leave except overtime hours, i.e., those above eight (8) hours in a day or forty (40) hours in a week. Thus, "regular hours" shall include additional non-overtime hours worked above an employee's regular work schedule.

(2) The formulas to be used for calculating the Employer's prorated health plan contribution shall be those provided in [Article 30--Payroll Computation Procedures](#).

(3) In the event that a less-than-full-time employee, who is regularly scheduled to work half-time or more, fails to maintain at least half-time paid regular hours because of the effect of prorated holiday time or other paid or unpaid time off, he/she shall be allowed to use available vacation or comp time to maintain his/her eligibility for benefits and the Employer's contribution for such benefits.

**Section 4. Coordination of Benefits.** The Public Employee Benefits Board (PEBB) may adopt any of the effect-on-benefit alternatives described in the National Association of Insurance Commissioners (NAIC) 1985 model acts and regulations, or any subsequent alternatives promulgated by the NAIC.

**Section 5. Administration.** Agencies will continue to pay employee insurance premiums directly to the appropriate insurance carriers and remit balances either to the employees' flex benefit account or to PEBB, as directed by PEBB.

**Section 6.** The State ceases to have a proprietary interest in its own contributions to the benefit plan premium when it pays such funds to the carrier or to persons who have an irrevocable duty to transfer such payments to the carriers when due.

(See Letters of Agreement [31.00-05-135](#) & [31.00-11-210](#) in Appendix A.)

## **ARTICLE 32--OVERTIME**

**Section 1. Definition of Time Worked.** All time for which an employee is compensated at the regular straight time rate of pay, except on-call time and penalty payment(s) (Articles 34 and 40) but including holiday time off, compensatory time off, and other paid leave, shall be counted as time worked. Holidays which fall on an employee's scheduled day off shall not count as time worked toward computation of overtime. (See Letter of Agreement [32.00-99-17](#) regarding sick leave exclusion in Appendix A.)

**Section 2. Overtime Work Definition.** Overtime for employees working a regular work schedule is time worked in excess of eight (8) hours per day or forty (40) hours per workweek. Overtime for employees working an alternate work schedule is time in excess of the daily scheduled shift or forty (40) hours per workweek. Overtime for employees working a flexible work schedule is time in excess of the agreed upon hours each day or time in excess of forty (40) hours per workweek. Time worked beyond regular schedules by employees scheduled for less than eight (8) hours per day or forty (40) hours per workweek is additional straight time worked rather than overtime until the hours worked exceed eight (8) hours per day or forty (40) hours per workweek. In a split shift, the time an employee works in a day after twelve (12) hours from the time the employee initially reports for work is overtime. For purposes of this Article, time worked includes telephone calls made to an employee or by an employee after his/her workshift for work-related purposes.

Paid sick leave shall not be counted as time worked for the purposes of overtime calculation, except that paid sick leave used shall be counted toward overtime calculation if the employee is mandated to work on a regularly scheduled day off.

Notwithstanding the foregoing eligibility criteria, in cases where the application of reporting time changes or a "penalty" payment is appropriate, the rate of compensation shall be the straight time hourly rate of pay.

**Section 3. Compensation.** All employees shall be compensated for overtime at the rates set out in Section 4. No application of this Article shall be construed or interpreted to provide for compensation for overtime at a rate exceeding time and one-half (1 ½), or to effect a "pyramiding" of overtime and penalty payments.

**Section 4. Eligibility for Overtime Compensation.**

(a) **Overtime Eligible Positions.** Time and one-half (1 ½) their regular hourly rate unless the position is executive, administrative or professional as defined by the Fair Labor Standards Act (FLSA) and [ORS 653.269\(5\)\(a\)](#) or unless the classification contains direct care nursing employees, in the following classifications or successor classifications:

- 6214 Institution RN
- 6255 Nurse Practitioner

(See Letter of Agreement regarding procedure for determining overtime exempt or non-exempt status in Appendix A.) Such time and one-half (1 ½) compensation shall be in the form of cash or compensatory time, pursuant to Articles 32.1-32.5.

In Agencies where there is no contractual limitation on the accumulation of compensatory time the Employer may:

(1) schedule unilaterally up to forty (40) hours of unused compensatory time per employee per fiscal year, after prior notice of at least five (5) working days to the affected employees; and/or

(2) pay off in cash some or all of an employee's unused compensatory time once per fiscal year.

(b) **Straight Time Eligible Positions.** Employees in positions, except as identified in Section 4 above, which have been determined to be executive, administrative, or professional as defined by the FLSA and [ORS 653.269\(5\)\(a\)](#) shall receive time off for authorized time worked in excess of eight (8) hours per day or forty (40) hours per week at the rate of one (1)

hour off for one (1) hour of overtime worked subject to limitations of Articles 32.1-32.5. (See Letter of Agreement [32.00-99-17](#) in Appendix A.)

This time off shall be utilized within the fiscal year earned or shall be lost, except when the scheduling has been extended by the Agency or as otherwise specified below. At ninety (90) days prior to loss of such compensatory time, employees shall be notified that they must use or lose the hours. Time earned in the last ninety (90) days may, at the discretion of management, be carried forward into the next fiscal year. However, such carry forward may not increase the total compensatory time that may be accrued in that year. If time off requests are denied for use of accrued leave before the year ends, these accrued hours will be paid in cash upon forfeiture. Employees will take all necessary steps to request use of compensatory time during the fiscal year.

(c) No overtime is to be worked without the prior authorization of management.

**Section 5. Schedule Change.** When a change of work schedule is requested by an employee and approved by the Agency, all forms of penalty pay shall be waived by the employee. When a change of work schedule is requested by an employee and approved by the Agency, overtime compensation for that workday, but not for work over forty (40) hours per week, associated with the changed schedule shall be waived.

**Section 6. Record.** A record of all overtime worked shall be maintained by the Agency.

**Section 7.** See Articles 32.1-32.5, and Letter of Agreement [32.00-99-17](#) in Appendix A.

**ARTICLE 32--OVERTIME (Temporary Employees)**

**Section 1. Time Worked Definition.** Time worked is defined as actual hours worked.

**Section 2. Overtime Work Definition.** Overtime for non-exempt employees working any work schedule is actual time worked in excess of forty (40) hours per workweek.

**Section 3. Compensation.** All non-exempt employees shall be compensated for overtime at time and one-half (1 ½) of their regular hourly rate. No overtime is to be worked without the prior authorization of management.

**Section 4.** No application of this Article shall be construed or interpreted to provide compensation for overtime at a rate exceeding time and one-half (1 ½), or to effect a "pyramiding" of overtime and penalty payments.

**Section 5. Record.** A record of all overtime worked shall be maintained by the Agency.

**ARTICLE 32.2A--OVERTIME**

(OYA Youth Correctional Facilities and Camps)

**Section 1.** This Article is intended only to provide a basis for the calculation of overtime and none of its provisions shall be construed as a guarantee of any minimum or maximum hours of work or weeks of work to any employee or to any group of employees.

**Section 2.** The Institution shall give forty-eight (48) hours notice of overtime to be worked, except in cases of bona fide emergency, when they shall give as much notice as possible.

**Section 3.**

(a) In assigning overtime work, the Institution agrees to consider any circumstances which might cause such an assignment to be an unusual burden upon the

employee. When such circumstances do exist, the employee shall not be required to work unless his/her absence would cause the Institution to be unable to meet its responsibilities.

- (b) Overtime shall be distributed as equally as feasible among permanent employees performing the kind of work required, and currently assigned to the cottage or work unit in which the overtime is to be worked.

#### **Section 4.**

- (a) All overtime shall be first offered to volunteers within the cottage or work unit; overtime shall be assigned on a rotating basis within that cottage or work unit. The Institution shall not be required to contact employees on compensatory time, vacation, or sick leave to work overtime. In the event the employee is missed by rotation, the employee will notify his/her immediate supervisor, and through mutual agreement a make-up work period shall be assigned by the Manager or their designee.
- (b) Should no volunteers be found within the cottage or work unit, campus-wide volunteers who have notified the Manager or their designee in writing shall be considered. Institution-wide volunteers must report changes in their availability as they occur. Permanent employees will be offered all overtime opportunities prior to temporary employees.
- (c) Employees eligible for overtime except as provided under [Article 32, Section 4](#), shall be compensated for overtime in the form of cash unless the employee elects to receive time off in lieu of cash at the time of signing his/her next overtime report following the overtime shift. Cash payment shall be subject to the Institution's budgetary limitations and time off in lieu of cash subject to the Institution's work requirements as provided in [Article 97.2A--Scheduling of Compensatory Time Off](#). The Institution shall give the Union thirty (30) days notice of budgetary restrictions.

#### **Section 5.**

- (a) Any employee shall be allowed to accumulate no more than eighty (80) hours of compensatory time off. When an employee accumulates hours in excess of eighty (80) hours, he/she will be paid for the excess except as provided in [Article 32, Section 4](#).
- (b) All utilization of compensatory time off shall be in accordance with the Scheduling of Compensatory Time Off Article.

#### **Section 6.**

- (a) If an employee works two (2) consecutive shifts, or the greater part of the second shift, the employee will either:
  - (1) be provided a meal to be served at the regular mealtime of the Institution or, if the shift includes no such time, at a time mutually acceptable to the supervisor and the employee, or
  - (2) the employee will be eligible for a seven dollar and fifty cents (\$7.50) penalty payment from the Institution if the Institution is unable to provide the meal.
- (b) If the supervisor and the employee mutually agree to schedule a relieved meal break prior to starting the second shift, the above shall not apply.
- (c) This Section shall not apply if the employee is eligible for payment under [Article 36--Travel Allowance](#).

#### **ARTICLE 32.2C,G,H--OVERTIME** (OSH, BMRC, Pendleton Cottage)

**Section 1.** This Article is intended only to provide a basis for the calculation of overtime and none of its provisions shall be construed as a guarantee of any minimum or maximum hours of work or weeks of work to any employee or to any group of employees.

**Section 2.** The Institution or Facility shall give as much notice as possible of overtime to be worked. However, the Institution or Facility will consider any circumstances that might cause an assignment to be an unusual burden upon an employee and when such circumstances do exist, the employee shall not be required to work unless his/her absence would cause the Institution or Facility to be unable to meet its responsibilities or there is an emergency involving the public health or safety.

**Section 3.** Overtime shall be distributed as equitably as feasible among qualified employees customarily performing the kind of work required, and currently assigned to the work section in which the overtime is to be worked.

#### **Section 4.**

- (a) Where employees are subject to the provisions of the FLSA, they shall receive cash for overtime worked unless the employee requests in writing on or before the fifteenth (15th) of the month to receive compensatory time. Payment for overtime shall be made no later than the first (1st) of the month following the timekeeping period in which the overtime was worked.
- (b) Employees excluded from FLSA shall receive compensatory time pursuant to [Article 32--Overtime](#).

#### **Section 5.**

- (a) If an employee works two (2) consecutive shifts, or the greater part of the second shift, the employee will either:
  - (1) be provided a meal to be served at the regular mealtime of the Institution or Facility or, if the shift includes no such time, at a time mutually acceptable to the supervisor and the employee, or
  - (2) the employee will be eligible for a seven dollar and fifty cents (\$7.50) penalty payment from the Institution or Facility if the Institution or Facility is unable to provide the meal.
- (b) If the supervisor and the employee mutually agree to schedule a relieved meal break prior to starting the second shift, the above shall not apply.
- (c) This Section shall not apply if the employee is eligible for payment under [Article 36--Travel Allowance](#).  
(See Letters of Agreement [32.2C-07-159](#), [32.2C-11-221](#), [32.2CGH-11-220](#) in Appendix A.)

#### **ARTICLE 32.2K--OVERTIME**

(OYA Administration and Field Services)

**Section 1. Distribution of Overtime.** Overtime shall be distributed as equally as feasible among qualified employees customarily performing the kind of work required, and currently assigned to the work unit in which the overtime is to be worked. Overtime will be assigned to volunteers according to seniority, the most senior having priority. If there are not sufficient volunteers to meet the Agency's needs, mandatory overtime will be assigned according to inverse seniority. Seniority and volunteers notwithstanding, special qualifications or case handling continuity will be given first consideration in the assignment of overtime.



**Section 2. Notice of Overtime.** The Agency shall give as much notice as possible of overtime to be worked. No overtime is to be worked without the prior authorization of management except in emergent situations necessary to affect Agency services.

**Section 3. Payment of Overtime.** Payment of overtime shall be included in the payroll paid on the first of the month following the pay period in which overtime is worked if the overtime is reported prior to the payroll cut-off date. All eligible employees required to work overtime shall be compensated for authorized overtime, either in the form of cash or compensatory time off to be determined by the employee. The employee shall indicate his/her choice when notified of having to work the overtime or shall lose the choice option. In the event budgetary or staffing limitations exist, in fact, and the Agency so notifies the employee in writing of the fact, with a copy to the Union, the Agency may designate the form of overtime compensation. Compensatory time accrued by employee choice may accumulate to a maximum of eighty (80) hours. Compensatory time may be paid off quarterly at the option of the Employer.

**Section 4. Overtime Break.** When an employee is required to work overtime two (2) or more hours beyond the end of the shift, he/she, at the employee's discretion, may take a fifteen (15) minute paid break before beginning the overtime shift.

#### **ARTICLE 33.2A--MEAL ALLOWANCE**

(OYA Institutions)

**Meal Allowance While Not on Travel Status.** OYA Youth Correctional Facilities and Camps shall allow staff to eat facility meals with youth when assigned by management to supervise youth during regularly scheduled youth meal periods and those staff cannot be provided a duty-free meal period.

#### **ARTICLE 34--STANDBY DUTY/ON-CALL DUTY**

##### **Section 1. Standby Duty.**

- (a) An employee shall be on standby duty when required to be available for work outside his/her normal working hours, and subject to restrictions consistent with the FLSA which would prevent the employee from using the time while on standby duty effectively for the employee's own purposes.
- (b) Compensation for standby duty shall be at FLSA-eligible employee's straight time rate of pay or for FLSA-exempt employees hour for hour compensatory time off. Overtime hours shall be at the appropriate overtime pay rate pursuant to [Article 32](#).

##### **Section 2. On-Call Duty.**

- (a) Employees shall be paid one (1) hour of pay at the regular straight time rate for each six (6) hours of assigned on-call duty. Employees who are assigned on-call duty for less than six (6) hours shall be paid on a prorated basis.
- (b) An employee shall be assigned on-call duty when specifically required to be available for work outside his/her working hours and not subject to restrictions which would prevent the employee from using the time while on-call effectively for the employee's own purposes.
- (c) No employee is eligible for any premium pay compensation while on on-call duty except as expressly stated in this Article.

- (d) 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 3.** An employee shall not be on standby duty or on-call duty once he/she actually commences performing assigned duties and receives the appropriate rate of pay for time worked.

#### **ARTICLE 35.2K--PHONE CALLS**

(OYA Administration and Field Services)

Notwithstanding the provisions of [Article 32--Overtime, Section 2](#), when an employee responds to a telephone call at home outside normal working hours which requires emergent social services, but does not necessitate the employee leaving his/her home, compensation for the work activity shall be dependent on whether:

- (a) It is a stated responsibility of the employee to respond to such calls;
- (b) The employee is eligible for overtime;
- (c) The phone call is of at least fifteen (15) minutes duration; and,
- (d) A record of the call is maintained on a standard log format and is certified correct by the employee.

If all of the above conditions are met, compensation shall be for fifteen (15) minutes and every minute thereafter shall be counted as time worked. Individual calls will be combined when they represent a part of a single service.

NOTE: The term "emergent" as used above is in accordance with [Webster's 7<sup>th</sup> NEW Collegiate, 1972, #2 definition](#).

#### **ARTICLE 36--TRAVEL POLICY**

**Section 1.** Travel allowances and reimbursements, including meal, lodging and transportation expenses, shall be as provided in the [Department of Administrative Services, Oregon Accounting Manual Travel Policy \(OAM #40.10.00.PO\)](#). However, Section .105 of the policy shall read as follows: Personal telephone calls to immediate family members or significant others to confirm the traveler's well being while on travel status are allowed. Employees shall be reimbursed for one (1) phone call home on the first day of travel and every other day for a five (5) to ten (10) minute call. When authorized by the Agency, employees will be provided access to State phone cards or State phone card numbers. When State phone cards are not available or the employee does not charge the call to his/her hotel room, employees shall provide receipts. Personal telephone bills reflecting the eligible calls made during travel status can serve as a receipt.

The Employer shall give the Union at least thirty (30) days advance notice of any proposed changes to this policy. Such changes which involve a mandatory subject of bargaining shall be subject to negotiation if requested by the Union.

**Section 2. Travel Advances.** Section .103(c) of the [Travel Advance Policy \(OAM #40.20.00.PO\)](#) is clarified to mean that an Agency will grant a travel advance to employees who: 1) specifically request a travel advance pursuant to Employer and Agency procedures and requirements; 2) travel infrequently where the employee's regularly assigned duties do not include traveling; and 3) who are unable or not required by the Agency to obtain a State credit card for travel purposes.

**Section 3. State Vehicle Use.** For purposes of authorized travel, an employee is allowed personal use of the assigned state vehicle consistent with [OAR 125-155-0520](#).

### **ARTICLE 36T--TRAVEL POLICY**

(Temporary Employees)

Travel allowances and reimbursements, including meal, lodging, and transportation expenses, shall be as provided in the [Department of Administrative Services Travel, Oregon Accounting Manual Policy \(OAM #40.10.00.PO\)](#) as provided in the SEIU Local 503, OPEU Master Agreement for other represented employees. The Employer shall give the Union at least thirty (30) days advance notice of any proposed changes to this policy. Such changes which involve a mandatory subject of bargaining shall be subject to negotiation if requested by the Union.

### **ARTICLE 36.2A--TRAVEL POLICY** (OYA Institutions)

**Meal Allowance and Reimbursement.** An employee shall be eligible for meal allowance and, in addition, shall be reimbursed actual costs for the meal of a client(s) who is/are in the care, custody, and control of the State when it is reasonably necessary to transport/supervise a client(s) through a meal period.

### **ARTICLE 36.2K--TRAVEL POLICY**

(OYA Administration and Field Services)

**Conference Meals and Other Meal Reimbursement.**

- (a) An employee shall be eligible for meal allowance and, in addition, shall be reimbursed actual costs for the meal of a client(s) who is/are in the care, custody, and control of the State when it is reasonably necessary to transport/supervise a client(s) through a meal period.
- (b) The employee is traveling on a commercial bus, airline, or train, exclusive of transportation within the conference city and its metropolitan area, and a meal is not provided by the carrier.

### **ARTICLE 37--MILEAGE REIMBURSEMENT**

Use of private vehicles in the pursuit of official business and reimbursement for such use shall be as provided in the [Department of Administrative Services, Oregon Accounting Manual Policy \(OAM #40.10.00.PO\)](#). The Employer shall give the Union at least thirty (30) days advance notice of any proposed changes to this policy. Such changes which involve a mandatory subject of bargaining shall be subject to negotiation if requested by the Union.

### **ARTICLE 38--MOVING EXPENSES**

Reimbursement for moving shall be as provided in the [Department of Administrative Services, Human Resources Services Division Policy, Employee Relocation Allowance \(#40.055.10\)](#). The Employer shall give the Union at least thirty (30) days advance notice of any proposed changes to this policy. Such changes which involve a mandatory subject of bargaining shall be subject to negotiation if requested by the Union.

## **ARTICLE 40--PENALTY PAY**

(All Coalitions Except ODOT)

### **Section 1. Call Back Compensation.**

- (a) Call back is an occasion where an employee has been released from duty and is called back to work prior to his/her normal starting time. On such occasions, the employee's scheduled or recognized shift shall be made available for work, except that the Agency shall not be obligated to work the employee more than twelve (12) consecutive hours and the employee may choose not to work more than twelve (12) consecutive hours, excluding meal periods, of combined call back time and regular shift time.
- (b) An employee who is called back to work outside his/her scheduled workshift shall be paid a minimum of the equivalent of two (2) hours pay at the overtime rate of pay computed from when the employee actually begins work. After two (2) hours work, in each call back situation, the employee shall be compensated at the appropriate rate of pay for time worked.
- (c) This provision does not apply to telephone calls at home or overtime work which is essentially a continuation of the scheduled workshift.

### **Section 2. Reporting Compensation.**

- (a) Reporting time is the time designated or recognized as the start of the daily workshift or weekly work schedule.
- (b) An employee's reporting time may be changed two (2) hours earlier or two (2) hours later, or less, without penalty, if the employee is notified a minimum of twelve (12) hours before the next regularly scheduled reporting time. If the employee's reporting time is changed without proper notice, the employee shall be entitled to a penalty payment of fourteen dollars (\$14.00).
- (c) An employee's reporting time may be changed more than two (2) hours, earlier or later, without penalty, if the employee is notified a minimum of five (5) workdays in advance. If the employee's reporting time is changed without the required notice, the employee shall be entitled to a penalty payment of twenty-one dollars (\$21.00). The penalty payment shall continue until the notice requirement is met or the employee is returned to his/her reporting time(s), whichever occurs first.

**Section 3. Show-Up Compensation.** An employee who is scheduled for work and reports for work, except for situations addressed in [Article 123--Inclement or Hazardous Conditions](#), and is released from work shall be paid the equivalent of two (2) hours pay at the appropriate rate. When an 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.

**Section 4. Modification of Work Schedule.** When a change of work schedule is requested by an employee and approved by the Agency, all forms of penalty pay and daily overtime compensation shall be waived by the employee for the requested change in schedule, but not for work over forty (40) hours per week.

## **ARTICLE 43--CAREER DEVELOPMENT**

Bargaining unit employees may contact their Human Resource Office to identify promotional paths within their Agency.

## **ARTICLE 44--AFFIRMATIVE ACTION**

The State agrees to have a designee from each Agency meet, upon specific request, with the SEIU Local 503, OPEU Affirmative Action, Equal Opportunity Committee to present and discuss their affirmative action plan including, but not limited to, efforts to recruit, retain, and promote minorities, women, and people with disabilities.

## **ARTICLE 45--FILLING OF VACANCIES**

**Section 1.** Vacancies will be filled based on merit principles with a commitment to upward mobility through the use of lists of eligible candidates, except for direct appointments, transfers, demotions, or reemployments. Lists shall be established through the use of tests which determine the qualifications, fitness, and ability of the person to perform the required duties. The Department and the Agency retain all rights, except as modified in Articles 45.1--45.5, to determine the method(s) of selection and to determine the individuals to fill vacancies.

**Section 2.** Except for the Agency layoff list, Articles 45.1-45.5, and Secondary Recall List ([Article 70, Section 11.](#)), the Employer retains all rights to fill a vacancy using any of the following methods or lists as appropriate. The appropriate Agency layoff list shall take precedence over all other lists, reemployment, and direct appointment.

(a)

(1) **Agency Layoff Lists.** Names of regular status employees of the Agency who have separated from the service of the State in good standing by layoff or who have demoted in lieu of layoff shall be placed on lists established by the classification from which the employee was laid off or demoted in lieu of layoff and by geographic area. The order of certification on this list shall be determined by seniority computation procedures as defined in [Article 70--Layoff](#).

The term of eligibility of candidates placed on the lists shall be two (2) years from the date of placement on the lists.

(2) **Secondary Recall Lists.** See [Article 70, Section 11.](#)

(b) **Statewide Promotion List.** The statewide promotion list shall consist of the names of all employees who have passed the appropriate promotion test. The term of eligibility of candidates placed on the list will be determined by the Employer, not to exceed two (2) years from the date of placement on the list or the date of adoption of the list, whichever is later.

(c) **Agency Promotion List.** The Agency promotion list shall consist of the names of all employees of the Agency who have passed the appropriate promotion test. The term of eligibility of candidates placed on the list will be determined by the Employer, not to exceed two (2) years from the date of placement on the list or the date of adoption of the list, whichever is later.

(d) **Open Competitive List.** The open competitive list shall consist of the names of all persons who have passed the appropriate tests. The term of eligibility of

candidates placed on the list will be determined by the Employer, not to exceed one (1) year from the date of placement on the list or date of adoption of the list, whichever is later.

(e) **Reemployment.** An employee who separated from a position in good standing may be reemployed within two (2) years to a position in the same or lower classification upon approval of the Appointing Authority. The employee must meet the minimum and special qualifications of the position and must make written application for reemployment.

(f) **Transfer.** An employee may transfer or be transferred from one (1) position to another in the same classification or salary range. To voluntarily transfer the employee must make written application for transfer to the Appointing Authority or Employer as appropriate and must meet the minimum and special qualifications of the position.

(g) **Demotion.** An employee may demote or be demoted from a position in one (1) classification to a position in a lower classification or salary range. To voluntarily demote, the employee must make written application to the Appointing Authority or Employer as appropriate, and must meet the minimum and special qualifications of the position.

(h) **Direct Appointment.** The Employer may use noncompetitive selection and appointment for unskilled or semi-skilled positions, or where job-related ranking measures are not practical or appropriate, or if there is no appropriate list available and establishing a list could cause an undue delay in filling the position, or affirmative action appointments.

**Section 3.** The Employer agrees to give employees a minimum of ten (10) days notice regarding open examinations. The timeline shall begin the first business day following the posting. The notice shall include duties and pay of the position, the qualifications required, the time, place, and manner of making application, and other pertinent information. The Employer further agrees to notify employees of their examination results.

**Section 4.** Names of candidates may be rejected from examinations or removed from lists for any of the following reasons:

(a) Certification and appointment from a list to fill a permanent position;

(b) Certification and appointment to fill a permanent position from a different list to a position of equal or higher salary range;

(c) Failure to respond to an Agency written inquiry within five (5) days relative to availability for appointment;

(d) Refusal of employment offer without adequate explanation;

(e) Failure to report for duty within the time specified by the Agency;

(f) Expiration of term of eligibility on list;

(g) In the case of promotion lists, separation from state service or from the Agency for which the list is established;

(h) Cancellation of a list;

(i) If found to lack the qualifications prescribed for admission to the test; has used or attempted to use political pressure or bribery to secure an advantage in testing or appointment; has made false statements of any material fact or has practiced, or attempted to practice, deception or fraud in the application or test; or

has some unique undesirable characteristic that removes the candidate from consideration for any or all positions in the classification, in the Agency or in the State;

- (j) If found to be not suitable for job-related reasons for a given position or for all positions in the Agency due to poor employer references or work performance, poor driving record, or criminal conviction.

Except for the expiration of the term of eligibility on a list, any person whose name is removed from a list shall be notified of the reason for such removal.

**Section 5.** See Articles 45.1-45.5.

(See Letters of Agreement [45.00-05-97](#) & [45.00-09-175](#) in Appendix A.)

## **ARTICLE 45.2A--FILLING OF VACANCIES**

(OYA Youth Correctional Facilities and Camps)

**Section 1.** Any vacancy within the Agency shall be filled first through exhaustion of the shift vacancy procedures in [Article 90.2A](#), secondly through exhaustion of the transfer process of [Article 70.2A\(2\)](#) and lastly by hiring from the Agency Layoff list or secondary recall list. All subsequent parts of this Article apply when there is no Agency layoff list or secondary recall list.

**Section 2.** When a vacant position is to be filled after exhaustion of the shift vacancy procedures in [Article 90.2A](#) and Section 1, it shall be publicized throughout the Agency and posted on bulletin boards for five (5) consecutive days.

**Section 3.** An employee desiring a lateral transfer shall submit a written request for transfer to the supervisor of the vacant position. The hiring supervisor, in filling the vacancy, will consider qualified applicants requesting lateral transfer within the Agency, and may consider applicants from any other list. The most qualified applicant shall be selected.

If the senior employee requesting transfer is not selected, he/she may request in writing an explanation of the denial and it shall be provided, in writing.

**Section 4.** It shall be the employee's responsibility to see that he/she has taken the appropriate tests, is on the appropriate lists, and that the lists reflect his/her current Employer.

**Section 5.** The Agency will maintain a list of employee requests for intra-Agency lateral transfer. If a qualified employee requests a transfer because of extreme economic hardship or serious medical need he/she shall be selected provided that employee possesses the knowledge, skills, and abilities essential to the particular assignment. For purposes of this Section, a qualified employee means one who has not been subject to discipline or denial of a performance pay increase, reduction in pay, demotion, or suspension within the previous six (6) months.

**Section 6.** The Appointing Authority has the right to reassign personnel in cases not involving a reduction in force. Volunteers for the organizational unit from which the position is being reassigned will be given first consideration. The most senior volunteer with the Agency and who is qualified, both by classification and knowledge, skills, and abilities essential for the particular assignment, shall be selected. In the absence of volunteers, the transferee shall be that employee in the organizational unit from which the reassignment is being made who is the least senior and who is qualified both by classification and knowledge, skills, and abilities for the particular position.

**Section 7.** Prior to the opening of a new facility, the Agency shall identify the method it will use to fill the position(s). The Agency will convey the method to the Local and include the method on the transfer notice.

## **ARTICLE 45.2C,G--FILLING OF VACANCIES**

(OSH, BMRC)

### **Section 1. Promotions.**

- (a) When the Institution chooses to fill a vacancy by promotion, it shall use an Institution promotion list or selective certification, from the Institution, provided such a list is available.
- (b) Employees will be considered for promotion on the basis of each candidate's qualifications and the requirements of the position. If two (2) or more candidates for final selection are equally qualified for the position in the judgment of the Institution, the candidate with the greatest length of service in the Institution will be selected for promotion.
- (c) When the Institution chooses to fill the vacancy from an open competitive certificate, an employee in the Institution who is in rank order by score will be offered an interview and considered.
- (d) Any employee who was interviewed may request and shall receive in writing an explanation of the reasons he/she was not selected.

### **Section 2. Transfers Within Classification.**

- (a) A vacancy is defined as an unfilled position in the Institution which it intends to fill. Seniority is defined as continuous service in the Institution. At Oregon State Hospital: Seniority includes continuous service at Oregon State Hospital and Dammasch State Hospital. At BMRC: Seniority includes continuous service at EOSS. For purposes of voluntary transfer only, seniority is defined as continuous service in the Institution in the same classification. Any absence without pay for longer than fifteen (15) days, except for maternity, illness, injury, educational leave, or military service, breaks continuous service. Time spent on such leave without pay, excluding job-related disabilities, military service, and educational leave, shall not count towards seniority.
- (b) The vacancy shall be filled by transfer of employees within the program or department, or consistent with the past practice at BMRC, in the following manner except for classifications listed in Subsection (c):
- (1) Regardless of the Campus, the most senior regular employee from the program or department, or consistent with the past practice at BMRC, having seniority as defined in Subsection (a) above and who has the special qualifications to perform the job and who requests the transfer shall be selected. Employees having a record of disciplinary action within six (6) months prior to the vacancy announcement shall not be eligible for transfer.
- (2) If no qualified employee from the department or program requests a transfer, a notice of vacant position to be filled shall be posted for five (5) consecutive days on a central bulletin board and on the unit bulletin board where the vacancy exists and shall state the job classification, the hours of work, the scheduled days off, and the special qualifications necessary to perform the job. Any employee in the same classification as the vacancy who desires the posted job shall submit a request for a transfer to that

position, in writing, to the office indicated in the notice. Trial service employees may make requests under this procedure but the Institution is not obligated to consider their requests. Employees having a record of disciplinary action within six (6) months prior to the vacancy announcement shall not be eligible for transfer.

The hiring manager may consider any other available list in filling the vacancy. The most qualified applicant shall be selected.

(3) If the senior employee requesting transfer is not selected, he/she may request in writing an explanation of the denial and it shall be provided, in writing.

(4) An employee whose request for transfer is granted shall not be eligible to utilize the procedure of Section 2(b) to request another transfer within the following nine (9) months.

(5) Should an employee who is denied transfer opportunity because of disciplinary action, and when said discipline is subsequently completely removed through grievance resolution, that employee shall be allowed to receive the appropriate consideration for two (2) subsequent vacancies of his/her choice, regardless of seniority considerations for Section 2 and in accordance with their seniority for Section 1.

(c) Transfers shall be done in the following manner for these SEIU Local 503, OPEU-represented classifications: Psychologist 1, 2, Social Service Worker, Sociologist, Social Worker, Rehabilitation Therapist, Occupational Therapist, Mental Health Specialist, Teachers, Speech Therapists, and Licensed Practical Nurses.

(1) Notice of the vacancy shall be posted on a central board for five (5) days.

(2) Each employee who desires a transfer shall submit his/her request to the office indicated on the notice.

(3) Any employee who requests a transfer may request the reasons for denial of the transfer and the Institution shall provide the reasons in writing.

(d) Temporary assignments without regard to seniority may be made until permanent assignments can be made through the procedures of Subsection (b).

(e) The Institution has the right to mandatorily transfer employees in the following circumstances:

(1) When a transfer is necessary to meet the needs of the Institution, volunteers will be given first consideration. The volunteer with the longest continuous service with the Institution and who is qualified, both by classification and knowledge, skills, and abilities essential for the particular assignment, shall be selected. In the absence of volunteers, the transferee shall be that employee in the organizational unit from which the reassignment is being made who has the least continuous service with the Institution and who is qualified, both by classification and knowledge, skills, and abilities for the particular position.

(2) When a transfer of a specific employee is necessary for training, deficient performance, discipline, or because of special qualifications, management shall inform the employee in writing of the reason for the transfer ten (10) days in advance.

(f) Assignments of new employees for on-the-job training may be made without regard to provisions of this Article.

(g) When no employee requests a transfer to the vacancy and the Institution chooses to fill the vacancy by promotion, Section 1 of this Article will be followed.

(See Letters of Agreement [45.2C-11-198](#) & [45.2C-11-222](#) in Appendix A.)

## **ARTICLE 45.2K--FILLING OF VACANCIES**

(OYA Administration and Field Services)

**Section 1.** Unless precluded by federal or state law, any vacancy within the Agency which is to be filled shall be filled by hiring from the Agency layoff list first, followed by the Secondary Recall list. All subsequent parts of this Article apply when there is neither of the previously mentioned lists.

**Section 2.** At the point that an Agency proceeds to fill a vacant bargaining unit position by promotion, lateral transfer or open competition, such information shall be fully publicized within the Agency for a minimum of five (5) working days. This will include posting of a notice on appropriate bulletin boards. Such publicity shall not prevent the Agency from proceeding to request any appropriate list.

**Section 3.** An employee desiring a lateral transfer shall submit a written request for transfer to the office of Employee Services.

Whenever a transfer list is used to fill a position, all employees on the list will be offered an interview and be considered for the vacant position.

**Section 4.** Whenever an open competitive or statewide promotion list is used to fill a position, those candidates indicated thereon as Agency employees will be offered an interview and considered for the vacant position.

**Section 5.** It shall be the employee's responsibility to see that he/she has taken the appropriate tests, is on the appropriate lists, and that the lists reflect his/her current Employer.

If an employee is not selected for the promotion or transfer, he/she will have the opportunity to discuss with the hiring supervisor why he/she was not selected for the position.

**Section 6.** The Agency will maintain a list of employee requests for intra-Agency lateral transfer. If a qualified employee requests a transfer because of extreme economic hardship or serious medical need he/she shall be selected provided that employee possesses the knowledge, skills, and abilities essential to the particular assignment. For purposes of this Section, a qualified employee means one who has not been subject to discipline or denial of a performance pay increase, reduction in pay, demotion, or suspension within the previous twelve (12) months.

**Section 7.** The Appointing Authority has the right to reassign personnel in cases not involving a reduction in force. Volunteers for the organizational unit from which the position is being reassigned will be given first consideration. The volunteer with the most seniority who is qualified, both by classification and knowledge, skills, and abilities essential for the particular assignment, shall be selected. In the absence of volunteers, the transferee shall be that employee in the organizational unit from which the reassignment is being made who has the least seniority

and who is qualified both by classification and knowledge, skills, and abilities for the particular position.

The term "organizational unit" as used in this contract provision refers to the Central Office as a single organizational unit and each of the field branch offices as individual organizational units.

#### **ARTICLE 46--RETURN TO CLASSIFIED SERVICE**

**Section 1.** After termination of unclassified, exempt, or management service for reasons other than specified by [ORS 240.555](#), employees who held, immediately prior to appointment, regular status positions in their former Agency shall be restored to their former status in classified service. If a reduction in force is required in connection with such return, it shall be accomplished through [Article 70--Layoff](#), as if the employee returning had always been a part of the bargaining unit.

**Section 2.** Management service employees without prior classified service may be placed in vacant positions only in accordance with [Article 45](#), 45.1-45.5. The reassignment of management service employees without prior classified service shall not be used to circumvent [Article 70--Layoff](#). (See [Article 70, Section 3](#), regarding language concerning cross-bumping.)

#### **ARTICLE 47.2A--SENIORITY**

(OYA Youth Correctional Facilities and Camps)

For OYA Institutions, seniority, for other than calculating layoff, is defined as continuous service with the Agency without a break due to resignation, dismissal, or separation (except for layoff). Seniority will be adjusted for layoff.

**Tie Breakers.** If two (2) or more employees have equal seniority, the tie breaker will be determined in the following manner:

- Recognized Service Date with the State;
- Draw Numbers.

This tie breaker will be in effect for each event only.

#### **ARTICLE 48--VETERANS' PREFERENCE**

[ORS 408.225 to 408.280](#) shall be applied as appropriate to all Articles covered by this Agreement.

#### **ARTICLE 49--TRIAL SERVICE**

**Section 1.** Each employee appointed to a position in the bargaining unit by initial appointment or promotion shall, with each appointment, serve a trial service period.

**Section 2.** The trial service period is recognized as an extension of the selection process and is the time immediately following appointment and shall not exceed six (6) full months. For part-time employees trial service shall be 1,040 hours.

Trial service will be nine (9) months for employees hired in the classification of Child Support Case Manager (Entry) in DOJ; Client Care Surveyor and Disability Analyst (Entry). Trial service will be twelve (12) months for new employees hired as Industrial Hygienist 1 and 2, Occupational Safety Specialist 1 and 2 in DCBS, and Adult Protective Service Specialist in Department of Human Services.

**Section 3.** Trial service may be extended in instances where a trial service employee has been on a cumulative leave without pay for fifteen (15) days or more and then

only by the number of days the employee was on such leave, or when the Appointing Authority has established a professional or technical training program for positions requiring graduation from a four (4) year college or university or the satisfactory equivalent thereof in training and experience, including but not limited to the training of accountants and auditors, and which is for the purpose of developing the skills or knowledge necessary for competent job performance in the specialized work of such Authority, the employee may be required to train under such program for a period not exceeding six (6) months and the trial service period for such employee shall be the length of the approved training program plus six (6) full months.

**Section 4.** When, in the judgment of the Appointing Authority, performance has been adequate to clearly demonstrate the competence and fitness of the trial service employee, the Appointing Authority may at any time appoint the employee to regular status.

**Section 5.** Trial service employees may be removed from service when, in the judgment of the Appointing Authority, the employee is unable or unwilling to perform his/her duties satisfactorily or his/her habits and dependability do not merit continuance in the service. Removals under this Article are not subject to the Grievance and Arbitration Procedure.

**Section 6.** An employee who is removed from trial service following a promotion shall have the right of return to the Agency and the classification or comparable salary level from which the employee was promoted, unless charges are filed and he/she is discharged as provided in [Article 20--Discipline and Discharge](#).

**Section 7.** If any employee is removed from his/her position during or at the end of his/her trial service period and the administrator determines that he/she is suitable for appointment to another position, his/her name may be restored to the list from which it was certified if still in existence.

#### **ARTICLE 49.2K--TRIAL SERVICE FOR SOCIAL SERVICE SPECIALISTS**

(OYA Administration and Field Services)

**Section 1.** Each person appointed to a Social Service Specialist position shall serve a trial service period of one (1) year. This period is recognized as an extension of the selection process during which time the employee shall receive extensive orientation, supervision, and training.

**Section 2.** The employee shall receive a position description and training/orientation plan within the first thirty (30) days; an informal evaluation at three (3) months; a written performance appraisal at six (6) months; and an updated training plan for the second six (6) months with informal evaluations at eight (8) months and ten (10) months.

**Section 3.** When, in the judgment of the Appointing Authority, performance has been adequate to clearly demonstrate the competence and fitness of the employee, the Appointing Authority may at any time appoint the employee to regular status. If the employee does not receive a written performance appraisal by the end of the first six (6) months, that employee will automatically assume permanent status.

**Section 4.** Nothing in this provision is intended to modify any other provisions and benefits which the employee

would otherwise be entitled to receive after an initial six (6) month trial service.

#### **ARTICLE 50--TRANSFER DURING TRIAL SERVICE**

**Section 1.** An employee who is transferred to another position in the same classification or a different classification at the same or lower salary level in the same Agency shall complete the trial service period by adding the service time in the former position.

**Section 2.** An employee who is transferred to another position in the same classification or a different classification at the same or lower salary level in another Agency prior to the completion of the trial service must complete a full trial service period in the new position.

#### **ARTICLE 51--LIMITED DURATION APPOINTMENT**

**Section 1.** Persons may be hired for special studies or projects of uncertain or limited duration which are subject to the continuation of a grant, contract, award, or legislative funding for a specific project. Such appointments shall be for a stated period not exceeding two (2) years but shall expire upon the earlier termination of the special study or projects. An employee's limited duration appointment with an Agency may not exceed two (2) years except by mutual agreement of the Parties. For a limited duration appointment that exceeds two (2) years, the employee shall be placed on the Agency recall list in the affected geographic area when the limited duration appointment ends.

**Section 2.** Persons may be hired as limited duration appointments, for workload purposes, when needed to fill short-term or transitional assignments, such as, but not limited to, legislative directive, reorganizations, unanticipated workload needs or when position reduction is anticipated. These appointments will not be used in a manner that subverts or circumvents the filling of budgeted positions pursuant to [Article 45](#) and Article 45.1-45.5. The Employer will not end a limited duration appointment to circumvent Section 3(b) below. Such appointments shall not exceed two (2) years in duration. The Agency, in collaboration with DAS, will monitor the utilization of limited duration appointments for workload reasons during the contract term and a summary report will be provided to DAS, Budget and Management and the Union every six (6) months.

#### **Section 3.**

- (a) No newly-hired person on a limited duration appointment, pursuant to Section 1, shall be entitled to layoff rights.
- (b) Persons hired on a limited duration appointment, pursuant to Section 2, shall be entitled to layoff rights after seventeen (17) months of employment.
- (c) A person appointed from regular status to a limited duration appointment shall be entitled to rights under the layoff procedure within the new Agency, regardless of the length of the limited duration appointment.

**Section 4.** A person accepting such 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 the appointment may cease at any time.
- (c) That persons who accept a limited duration appointment who were not formerly classified state

employees shall have no layoff rights except as provided in Section 3(b).

- (d) Those persons who accept a limited duration appointment, who were formerly classified state employees, are entitled to rights under the layoff procedure within the new Agency starting from the prior class or the classification of the workload limited duration appointment, provided the employee meets the requirements in Section 3(b), whichever is the greater salary range for layoffs initiated pursuant to [Article 70, Section 2.](#)
- (e) That in all other respects, limited duration appointees have all rights and privileges of other classified employees including but not limited to wages, benefits, and Union representation under this Agreement.

**Section 5.** The Employer agrees to provide a monthly report to the Union listing all limited duration appointments, and the reason for those appointments, per [Article 10, Section 15\(g\)](#), from the personnel data files.

#### **ARTICLE 52--JOB SHARING**

**Section 1.** "Job sharing position" means a full-time position that may be held by more than one (1) individual on a shared time basis whereby each of the individuals holding the position works less than full-time.

**Section 2.** Job sharing is a voluntary program. Any employee who wishes to participate in job sharing may submit a written request to the Appointing Authority to be considered for job share positions. An employee may also request that his/her position be considered for job share. The Appointing Authority 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 Appointing Authority agrees to provide written notification to all job share applicants of available job share positions in their office in the Agency. Where job sharing is determined inappropriate, the Appointing Authority agrees to provide written notification of the reason(s) to the employee.

**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 (1) full-time position based on a prorate of regular hours scheduled per week or per month, whichever is appropriate. In any event, the Employer contribution for insurance benefits in a job share position is limited to the amount authorized for one (1) 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 (1) job sharing partner in a job sharing position is removed, dismissed, resigns, or otherwise is separated from state service, the Appointing Authority has the right to determine if job sharing is still appropriate for the position. If the Appointing Authority determines that job sharing is not appropriate for the position or the Appointing Authority is unable to recruit qualified employees 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 Appointing Authority, 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 acceptable, the employee agrees to resign.

## **ARTICLE 53--VOLUNTARY DEMOTION**

An employee may make a request in writing to the Appointing Authority for a demotion from a position in one (1) classification to a vacant position in a classification of a lower rank for which the employee is qualified. If the Appointing Authority approves the request, the employee so demoted may, at a later date, request that his/her name be placed on an appropriate list for reemployment to the higher classification.

(See Letter of Agreement [00.00-99-51](#) in Appendix A.)

## **ARTICLE 55--PERSONAL LEAVE DAYS**

**Section 1.** All employees after completion of six (6) months of service shall be entitled to receive personal leave days in the following manner:

- (a) All full-time employees shall be entitled to twenty-four (24) hours of personal leave with pay each fiscal year;
- (b) Part-time, seasonal, and job share employees shall be granted such leave in a prorated amount of twenty-four (24) hours based on the same percentage or fraction of month they are hired to work, or as subsequently formally modified, provided it is anticipated that they will work 1,040 hours during the fiscal year.

**Section 2.** Should any employee fail to work 1,040 hours for the fiscal year, the value of personal leave time used may be recovered from the employee.

**Section 3.** Personal leave shall not be cumulative from year to year nor is any unused leave compensable in any other manner.

**Section 4.** Such leave may be used by an employee for any purpose he/she desires and may be taken at times mutually agreeable to the Agency and the employee.

## **ARTICLE 56--SICK LEAVE**

**Section 1. Sick Leave with Pay.** Sick leave with pay for employees shall be determined in the following manner:

- (a) **Eligibility for Sick Leave with Pay.** Employees shall be eligible for sick leave with pay immediately upon accrual.
- (b) **Determination of Service for Sick Leave with Pay.** Actual time worked and all leave with pay, except for educational leave, shall be included in determining the pro-rata accrual of sick leave credits each month, provided that the employee is in pay status for thirty-two (32) hours or more in that month.
- (c) **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 they are in pay status. Employees who are in pay status for less than a full month but at least thirty-two (32) hours shall accrue sick leave with pay on a prorated basis. An SEIU Local 503, OPEU-represented temporary employee appointed to a status position in any SEIU Local 503, OPEU bargaining unit in the same Agency without a break-in-service of more than fifteen (15) calendar days, shall accrue sick leave credits from the initial date of temporary appointment. An SEIU Local 503, OPEU-represented temporary employee appointed to a status position in a different SEIU Local 503, OPEU-represented Agency without a break-in-

service shall accrue sick leave credits from the initial date of the temporary appointment provided the employee has worked as a temporary employee for the same Agency for six (6) consecutive calendar months or more.

## **Section 2. Utilization of Sick Leave with Pay.**

Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, attendance at an employee assistance program, exposure to contagious disease, for the emergency repair of personal assistive devices which are medically necessary for the employee to perform assigned duties, attendance upon members of the employee's or the employee's spouse's immediate family, or the equivalent of each for domestic partners, (parent, wife, husband, children, brother, sister, grandmother, grandfather, grandchild, or another member of the immediate household) where the employee's presence is required because of illness or death. The employee has the duty to insure that he/she makes 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 Agency to support the employee's claim for sick leave if the employee is absent in excess of seven (7) days, or if the Agency has evidence that the employee is abusing sick leave privileges. The Agency may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the Agency has reason to believe that the employee's return to work would be a health hazard to either the employee or to others. In cases of pregnancy, the Agency may require a certificate from the attending physician to determine if the employee should be allowed to work. (See Section 9 for FMLA & OFLA.)

## **Section 3. Sick Leave Exhausted.**

- (a) After earned sick leave has been exhausted, the Agency shall grant sick leave without pay for any job-incurred injury or illness for a period which shall terminate upon demand by the employee for reinstatement accompanied by a certificate issued by the duly licensed attending physician that the employee is physically and/or mentally able to perform the duties of the position.
- (b) After earned sick leave has been exhausted, the Agency may grant sick leave without pay for any non-job-incurred injury or illness of a continuous and extended nature to any employee upon request for a period up to one (1) year. Extensions of sick leave without pay for a non-job-incurred injury or illness beyond one (1) year may be approved by the Agency.
- (c) The Agency or the administrator may require that the employee submit a certificate from the attending physician or practitioner in verification of a disability, or its continuance resulting from a job-incurred or non-job-incurred injury or illness. Any cost associated with the supplying of a certificate concerning a job-incurred injury or illness that is not covered by Workers' Compensation benefits shall be borne by the employing Agency. Any cost associated with the supplying of a certificate concerning a non-job-incurred injury or illness shall be borne by the employee. In the event of a failure or refusal to supply such a certificate,



or if the certificate does not clearly show sufficient disability to preclude that employee from the performance of duties, such sick leave may be canceled and the employee's service terminated.

- (d) After all earned sick leave has been exhausted an employee may request in advance, in cases of illness, to use other paid leave. The Employer may grant such requests and may require that the employee provide verification from an attending physician of such continuous and extended illness. Such requests shall not be unreasonably denied.

**Section 4. Restoration of Sick Leave Credit.**

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

**Section 5. Transfer of Accruals.** An employee shall have all of his/her accrued sick leave credits transferred when the employee is transferred to a different state Agency.

**Section 6. Workers' Compensation Payment.** Sick leave resulting from a condition incurred on the job and also covered by Workers' Compensation, shall, if elected to be used by the employee, be used to equal the difference between the Workers' Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued sick leave. Should an employee who has exhausted earned sick leave elect to use accrued leave during a period in which Workers' Compensation is being received, the salary paid for such period shall be equal to the difference between the Workers' Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued leave.

No employee shall be required to utilize leave while receiving time loss benefits.

**Section 7. Assumption of Sick Leave.** Whenever an Agency of the State assumes control over the functions of a local government Agency within the State of Oregon, such state Agency may assume the unused sick leave that was accrued by an employee of the local government Agency during employment therewith, provided the employee accepts an appointment, without a break-in-service, to that Agency. Should the monthly sick leave accrual rate of the local government Agency be greater than that of the state Agency, the maximum amount of sick leave assumable by the state Agency shall be computed on the basis of the following formula:

$$\frac{\text{Monthly Accrual Rate of State Agency}}{\text{Monthly Accrual Rate of Local Agency}} \times \text{Sick Leave Balance of Local Agency} = \text{Maximum Sick Leave Assumable}$$

Should the monthly sick leave accrual rate of the local government Agency be less than that of the state Agency, the maximum amount of sick leave assumable by the state Agency shall be the amount of unused sick leave accrued during employment with the local government Agency.

**Section 8. Hardship Leave.**

These provisions shall apply for the purpose of allowing employees to donate accrued vacation leaves and compensatory time for use by eligible recipients as sick leave. Agencies will allow employees to make donations of accumulated compensatory time or vacation leave, not to

exceed the hours necessary to cover for the qualifying absence as provided in paragraph (d), to a coworker in that Agency or different Agency. To donate to a specific employee in a different Agency, the employee (donor) must submit a written request to his/her appointing authority/designee. Such donation is subject to approval by both the donor's and recipient's appointing authority/designee. For purposes of this Agreement, hardship leave donations will be administered under the following stipulations and the terms of this Agreement shall be strictly enforced with no exceptions.

- (a) The recipient and donor must be regular employees.
- (b) The Employer shall not assume any tax liabilities that would otherwise accrue to the employee.
- (c) Use of donated leave shall be consistent with those provisions found under Article 56, Section 2.
- (d) Applications for hardship leave shall be in writing and sent to the Agency's Personnel Section and accompanied by the treating physician/practitioner's written statement certifying that the illness or injury will continue for at least fifteen (15) days following donee's projected exhausting of the accumulated leave and the total leave is at least thirty (30) consecutive calendar days of absence in combination of paid and unpaid leave. Donated leave may be used intermittently for the same event after the employee has satisfied the eligibility requirements to receive donated leave.
- (e) Donations shall be credited at the recipient's current regular hourly rate of pay. Donations shall be used to reimburse the Agency for insurance contributions made pursuant to [Article 31](#), unless health insurance payments are mandated under the Family Medical Leave Act.
- (f) Accumulated leave includes but is not limited to sick, vacation, personal, and compensatory leave accruals.
- (g) Employees otherwise eligible for or receiving workers' compensation, or on parental leave will not be considered eligible to receive donations under this agreement.

**Section 9. Oregon Family and Medical Leave Act (OFLA) and Family Medical Leave Act (FMLA).**

Paid leave is to be used in conjunction with the FMLA or OFLA consistent with the leave provisions of this Article and other leave provisions of this Agreement. As long as the employee's compensatory time balance does not exceed forty (40) hours, an employee may retain up to forty (40) hours of vacation leave for use upon returning to work as long as the combined total of compensatory time and vacation hours do not exceed forty (40) hours. Designation to retain the leave shall be made in writing within five (5) business days of the beginning of the qualifying leave. In no instance shall an Agency restore leave or recoup pay as the result of such designation. Once the designation has been made and approved and the employee is on leave without pay status, that status will continue for the duration of the leave. Such employees are not eligible to receive hardship leave donations.

For purposes of applicability of the FMLA and OFLA, administration of the state and federal regulations includes:

- (a) The "FMLA and OFLA year" is considered to be a twelve (12) month period rolling backward for each employee.
- (b) The Employer's determination of FMLA or OFLA eligibility may require medical certification that the leave is needed due to a FMLA or OFLA qualifying

condition of the employee or that of a member of the family. At an Agency's expense, a second opinion may be requested.

For employees covered by the FMLA/OFLA, the Employer can request certification earlier when permitted by FMLA/OFLA.

Where there is a conflict between FMLA and OFLA, the more generous provisions will apply.

- (c) Any grievance alleging a violation of FMLA or OFLA will be submitted in writing within thirty (30) days of the date the grievant or the Union knows, or by reasonable diligence should have known, of the alleged grievance, directly to the Agency Head or designee. The Agency Head shall respond within fifteen (15) calendar days after receipt of the grievance. All unresolved grievances may be submitted by the grievant or the Union to BOLI or the Department of Labor, whichever is appropriate.

(See Letter of Agreement [00.00-99-51](#) in Appendix A.)

### **ARTICLE 57--BEREAVEMENT LEAVE**

Employees shall be eligible for a maximum of twenty-four (24) hours paid bereavement leave, prorated for part-time employees. If additional bereavement time is needed, an employee may request to use earned sick leave credits, pursuant to [Article 56](#), or leave without pay, at the option of the employee. The Agency may request documentation for use of bereavement leave.

Employees may, with prior authorization, use accrued leave other than sick leave to discharge additional obligations such as, but not limited to, handling estate issues or administrative/family matters. If no accrued leave is available, the employee may request authorization to use leave without pay.

Notwithstanding [Article 56](#), Section 8 (a), (c), and (d), regular and trial service employees may be eligible to receive up to forty (40) hours of donated leave, to be used consecutively. The employee must have exhausted all available accumulated leave and qualify to receive hardship leave.

For purposes of this Article, "immediate family" shall include the employee's or the employee's spouse's parent (includes one who stood in loco parentis (in place of a parent) when the employee was a child), wife, husband, child (and child's spouse) (includes a child whom the employee stood in loco parentis), brother, sister, grandmother, grandfather, grandchild, or the equivalent of each for domestic partners, or another member of the immediate household.

NOTE: Immediate family shall include the current in-laws and step family members who qualify per the above list.

### **ARTICLE 58--HOLIDAYS**

**Section 1.** The following holidays shall be recognized and paid for at the regular straight time rate of pay:

- (a) New Year's Day on January 1.
- (b) Martin Luther King, Jr.'s Birthday on the third Monday of January.
- (c) Presidents' Day on the third Monday in February. (This does not apply to the Oregon Student Assistance Commission)
- (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. (This does not apply to the Board of Dentistry.)
- (h) Thanksgiving Day on the fourth Thursday in November.
- (i) For the Oregon Student Assistance Commission and the Board of Dentistry only, the Friday after Thanksgiving.
- (j) Christmas Day on December 25.
- (k) Every day appointed by the Governor as a holiday.

**Section 2. Special Day.** In addition to the holidays specified in this Article, full-time employees shall receive eight (8) hours of paid leave. Part-time, seasonal, and job share employees shall receive a prorated share of eight (8) hours of paid leave at their regular straight time rate of pay based upon the same percentage or fraction of month, as they are normally scheduled to work. Paid leave granted in this Section, shall be accrued by all employees employed no later than December 24 of each year. Eligible employees may request the option of using this paid leave on any workday from the day before Thanksgiving through January 15, or, when these days are not available to an employee, on another day of the employee's choice; provided that, approved usage of this leave shall be taken in a single block of time and granted on a basis which shall preclude the closure of state facilities.

**Section 3. Holiday Eligibility.** All employees will receive up to eight (8) hours of holiday pay for recognized holidays in Section 1 above, pursuant to (a) and (b) below, provided the employee works thirty-two (32) hours or more during the month or appropriate pay period and meets the pay status test as specified below. Holiday pay shall be based on an eight (8) hour day.

- (a) Full-time employees shall receive eight (8) hours of holiday pay, provided they are in pay status at least one-half (½) of the last workday before the holiday and one-half (½) of the first workday after the holiday.
- (b) Part-time, hourly, seasonal part-time and seasonal full-time hourly employees will receive a prorated share of the eight (8) hours of holiday pay based on the number of hours actually worked as compared to the total number of possible work hours in the month or pay period. The holiday shall not count as part of the total possible work hours in the month or pay period or the total hours worked and shall be calculated as follows:

$$\frac{\text{Total Hours Worked}}{\text{Total Hours in Month or Pay Period}} \times \text{Holiday Hours in the Month}$$

To be eligible for this pay, such employees must be in pay status at least one-half (½) of the last scheduled workday before the holiday and at least one-half (½) of the first scheduled workday after the holiday, provided such scheduled workdays occur within seven (7) calendar days before and after the holiday.

NOTE: Nothing in this Article is intended to change the Employer's practice with respect to scheduling and closures permitted under this Agreement, nor the granting of paid leave during such times.

- (c) **Transfers To and From Another Agency:**

(1) When compensable, non-workdays such as a holiday, sick leave, or vacation leave which come between the separation date in the losing Agency unit and the subsequent hire date in the gaining Agency, the gaining Agency is liable for all of the compensable non-workdays.

(2) The beginning date of employment in the gaining Agency must be the first compensable non-workday following separation from the losing Agency.

**Section 4. Work on a Holiday.** Employees required to work on days recognized as holidays which fall within their regular work schedules shall be entitled, in addition to their regular monthly salary, to compensatory time off, or to be paid in cash as provided in Articles 32.1-32.5 (Overtime). Compensatory time off or cash paid for all time worked shall be at the rate of time and one-half (1 ½). The rate at which an employee shall be paid for working on a holiday shall not exceed the rate of time and one-half (1 ½) his/her straight time rate of pay.

**Section 5. Observance.**

(a) When a holiday specified in Section 1 of this Article falls on a Saturday, the preceding Friday shall be recognized as the holiday. When a holiday specified in Section 1 of this Article falls on a Sunday, the following Monday shall be recognized as the holiday.

(b) However, the Parties recognize that some positions must be staffed on holidays, and that employees in these positions cannot be released from duty on those holidays. Part (a) of this Section shall not apply to employees in these positions and the holiday shall be observed on the actual day specified in Section 1. Employees filling such positions will be notified in writing prior to hiring or when their work assignment is changed that they may have to work on certain holidays.

**Section 6. Leave Accounts.** An employee's leave account shall not be charged for a holiday which occurs during the use of earned vacation or earned sick leave.

**Section 7. Work Out-of-Class.** Employees assigned to work out-of-classification in accordance with [Article 26--Work Out-of-Classification, Section 10](#), shall receive holiday pay at the higher rate of pay, if the holiday falls during his/her work out-of-classification assignment.

**ARTICLE 58T--HOLIDAYS** (Temporary Employees)

**Section 1.** Any temporary employee who works a holiday as defined in Article 58, Section 1 shall be paid at the rate of time and one-half (1 ½) for all hours worked on the holiday.

**Section 2.** A full-time or part-time temporary employee who is not scheduled to work a holiday that falls on the employee's scheduled workday will receive up to eight (8) hours of holiday pay. Eligibility and the appropriate rate of pay shall be consistent with [Article 58, Section 3](#). Nothing in this Section requires the Agency to schedule an employee for more hours than he/she would normally work in a week.

**Section 3. Observance.**

(a) When a holiday specified in [Article 58, Section 1](#) falls on a Saturday, the preceding Friday shall be recognized as the holiday. When a holiday specified in [Article 58, Section 1](#) falls on a Sunday, the following Monday shall be recognized as the holiday.

(b) However, the Parties recognize that some positions must be staffed on each and every holiday, and that employees in these positions cannot be released from duty on those holidays. Part (a) of this Section shall not apply to temporary employees required to work and the holiday shall be observed on the actual day specified in [Article 58, Section 1](#).

**ARTICLE 58.2--HOLIDAY SCHEDULING** (Institutions Coalition, except OYA Administration and Field Services)

Where an employee has been approved to work a schedule other than a regular schedule and a holiday falls within that week, the work schedule for that week may be reverted to a regular workweek schedule.

(See Letter of Agreement [58.2A-11-197](#) in Appendix A.)

**ARTICLE 58.2C--HOLIDAY SCHEDULING** (OSH)

The Institution will determine appropriate staffing levels for work areas which must be staffed on holidays in relation to anticipated workload in each area. Employees whose regular scheduled workday falls on a holiday will be scheduled first to work the holiday. If anticipated workload requires greater or fewer than the normal number of staff, employees will be scheduled so as to distribute the extra work or holiday off as equally as feasible among qualified employees customarily performing the kind of work involved in the work section.

**ARTICLE 58.2G--HOLIDAY SCHEDULING**

(BMRC)

The Institution will determine appropriate staffing levels for work areas which must be staffed on holidays in relation to anticipated workload in each area. Employees whose regular scheduled workday falls on a holiday will be scheduled first to work the holiday. If anticipated workload requires greater or fewer than the normal number of staff, requests shall be granted on a rotating basis so that each employee's desires will be met as many times as possible each year. Schedules shall be posted on the department or work area bulletin board prior to any holiday indicating by name the employee(s) who will work and the employee(s) who will be off duty.

**ARTICLE 59--ELECTION DAYS**

Work and travel will be arranged to allow employees the opportunity to vote on their own time on recognized state and federal election days unless they are given sufficient notice to enable time to obtain an absentee ballot.

**ARTICLE 60--LEAVES WITH PAY**

**Section 1.** An employee shall be granted leave with pay for service with a jury. The employee may keep any money paid by the court for serving on a jury. The Agency reserves the right to petition for removal of the employee from jury duty if, in the Agency's judgment, the operating requirements of the Agency would be hampered.

**Section 2.** Whenever possible, subject to Agency operating requirements, employees selected by proper authority for jury duty will be placed on a day shift, Monday through Friday, during the period they are obligated to jury duty. The Agency shall not suffer any penalty payments for the change in the work schedule of the employee on jury duty.

**Section 3.**

(a) When any employee is not the plaintiff or defendant, he/she shall be granted leave with pay for appearance before a court, legislative committee, or judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority for matters other than the employee's officially assigned duties. When the employee is granted leave with pay,

the employee shall turn into the Agency any money paid in connection with the appearance.

- (b) When any employee represents an outside business interest and/or acts as an independent expert, he/she shall be granted accrued vacation, compensatory or personal business leave for appearance before a court, legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority for matters other than the employee's officially assigned duties. The employee may keep any money paid in connection with the appearance.

**Section 4.** An employee shall be on Agency time for attendance in court in connection with an employee's officially assigned duties, including the time required going to court and returning to his/her official station. When the employee is granted Agency time, the employee shall turn into the Agency any money received for such attendance during duty hours.

**Section 5.** In the event a night or swing shift employee is called to appear under Sections 1, 2, 3(a), or 4 above, he/she shall have release time the day of attendance. Time spent in attendance and in travel to and from his/her headquarters shall be deducted from the regular shift following the attendance with no loss of wages or benefits.

**Section 6.** The State will comply with State and Federal laws for 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.

(See also Institutions Coalition Letter of Agreement [60.2C-11-223](#) in Appendix A.)

#### **ARTICLE 60T--LEAVES WITH PAY**

(Temporary Employees)

**Section 1.** When required by the Agency, an employee shall be on Agency paid time for attendance in court in connection with an employee's officially assigned duties, including the time required going to court and returning to his/her official station. When the employee is granted Agency paid time, the employee shall turn in to the Agency any money received for such attendance during duty hours.

**Section 2.** In the event a night or swing shift employee is called to appear under Section 1 above, he/she shall have release time the day of attendance. Time spent in attendance and in travel to and from his/her headquarters shall be deducted from the regular shift following the attendance with no loss of wages.

#### **ARTICLE 61--LEAVES OF ABSENCE WITHOUT PAY**

**Section 1.** Approved leaves of absence of up to one (1) year shall not be considered a break-in-service. During this time, employees shall continue to accrue seniority and to receive all protections under this Agreement. Where appropriate, partial benefits will be provided as specifically indicated in this Agreement.

**Section 2.** A state 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](#).

**Section 3.** Subject to the operational requirements of the Agency, employees in the bargaining unit shall be granted a leave of absence without pay of not less than three (3) months and no more than one (1) year to work for the Union. Such requests shall be made by the SEIU Local 503, OPEU. Both minimums as well as extensions of leaves shall be subject to mutual agreement.

A shorter period of no less than two (2) weeks may be requested and release shall be subject to the Agency's operational requirements, provided sufficient notice is received and there is no increased cost to the Agency, e.g., penalty payments, overtime.

All leave requests under this Section shall be made directly to the Agency's Human Resource Manager.

Upon return to service, the employee shall be returned to the same class and the same work location as held when the leave was approved. Where return to the employee's former position can be reasonably accommodated such return shall be made.

**Section 4. Educational Leave.** Upon written approval of the Agency and subject to operating requirements, an employee may be granted an educational leave of absence without pay for up to one (1) year when the educational program is related to the employee's current job.

#### **ARTICLE 61.2--LEAVES OF ABSENCE WITHOUT PAY** (Institutions Coalition)

**Section 1.** In instances where the work of the worksite or Institution or Facility shall not be seriously handicapped by the temporary absence of an employee, the employee may be granted a leave of absence without pay, educational travel, or educational leave without pay for up to one (1) year subject to Institution or Facility approval. Any authorized leave of absence without pay does not constitute separation from State service.

**Section 2.** Time spent on leave without pay in excess of one (1) year shall not be considered as service in determining the employee's eligibility date for a salary increase unless such time has been spent on leave resulting from job-incurred disability or military leave consistent with [Veterans' Reemployment Rights Leave, Title 38, USC Chapter 43](#).

**Section 3.** Any unauthorized absence of an employee from duty shall be deemed to be an absence without pay. Any employee who absents himself/herself for five (5) consecutive workdays without authorized leave shall be deemed to have resigned and shall be considered a voluntary separation from State service. Such absence may be covered however, by a subsequent grant of leave with or without pay, when extenuating circumstances are found to have existed.

**Section 4.** Leaves of absence without pay shall be granted all regular employees who enter the military service of the United States. Such employees shall be returned to State service in compliance with the [Veterans' Reemployment Rights Law, Title 38, USC Chapter 43](#).

**Section 5. Peace Corps Leave Without Pay.** Upon completion of his/her service in the Peace Corps, a regular employee shall have the right to return to a position in the same classification as his/her last held position and at the prevailing salary rate without loss of seniority or other employment rights.

**Section 6. Court Appearance Leave Without Pay.** An employee may request and shall be granted leave without pay for the time required to make an appearance as a

plaintiff or defendant in a civil or criminal court proceeding that is not connected with the employee's officially assigned duties.

**ARTICLE 63--PARENTAL LEAVE**

A parent shall be granted a leave of absence up to twelve (12) weeks to care for a new baby. Such leave can be less than twelve (12) weeks, if so requested by the employee, or at the discretion of management more than twelve (12) weeks, depending on the needs of the Agency. During the period of parental leave, the employee is entitled to use accrued vacation leave, compensatory time, leave without pay, or consistent with state and federal regulations, sick leave.

(NOTE: See [Article 56--Sick Leave](#), for pregnancy-related temporary disability.)

**ARTICLE 64--PRE-RETIREMENT COUNSELING LEAVE**

**Section 1.**

- (a) If an employee is sixty (60) years of age or older or at least forty-five (45) years old and within five (5) years of his/her chosen retirement date, he/she shall be granted up to twenty-eight (28) hours of leave with pay to pursue bona fide pre-retirement counseling programs. However, an employee may draw up to four (4) hours of his/her twenty-eight (28) hours of pre-retirement counseling leave after completion of ten (10) years of service prior to reaching age sixty (60) or five (5) years from retirement. Employees shall request the use of leave provided in this Article at least five (5) days prior to the intended date of use.
- (b) Authorization for the use of pre-retirement counseling leave shall not be withheld unless the Agency determines that the use of such leave shall handicap the efficiency of the employee's work unit.
- (c) When the dates requested for pre-retirement leave cannot be granted for the above reason, the Agency shall offer the employee a choice from three (3) other sets of dates. The leave herein discussed may be used to investigate and assemble the employee's retirement program, including PERS, Social Security, insurance, and other retirement income.

**Section 2.** Requests for use of leave on shorter notice may be allowed subject to operating needs of the Agency.

**ARTICLE 65--SEARCH AND RESCUE**

An employee shall be allowed to take leave with pay to participate without pay and at no further cost to the Agency, in a search or rescue operation within Oregon at the request of any law enforcement Agency, the Director of the Department of Aviation, the United States Forest Service, or any certified organization for Civil Defense for a period of no more than five (5) consecutive days for each operation. The employee, upon returning to duty at the Agency, will provide to the Agency documented evidence of participation in the search operation.

**ARTICLE 66--VACATION LEAVE**

**Section 1. Vacation Leave Accrual.** After having served in the state service for six (6) full calendar months, employees shall be credited with the appropriate earned vacation leave and thereafter vacation leave shall be accumulated or prorated on the appropriate schedule as

follows for (a) full-time employees; (b) seasonal employees; and (c) part-time employees:

Length of State Service:	Vacation Accrual Rate:
After six months (minimum 1,040 hours) through 5 <sup>th</sup> year; (a) through 5 <sup>th</sup> year; (b) 5 <sup>th</sup> annual season; or, (c) 60 <sup>th</sup> months.	12 workdays for each 12 full calendar months of service (8 hours per month)
After (a) 5 <sup>th</sup> year through 10 <sup>th</sup> year; (b) 5 <sup>th</sup> annual season through 10 <sup>th</sup> annual season; or, (c) 60 <sup>th</sup> month through 120 <sup>th</sup> month	15 workdays for each 12 full calendar months of service (10 hours per month)
After (a) 10 <sup>th</sup> year through 15 <sup>th</sup> year; (b) 10 <sup>th</sup> annual season through 15 <sup>th</sup> annual season; or, (c) 120 <sup>th</sup> month through 180 <sup>th</sup> month.	18 workdays for each 12 full calendar months of service (12 hours per month)
After (a) 15 <sup>th</sup> year through 20 <sup>th</sup> year; (b) 15 <sup>th</sup> annual season through 20 <sup>th</sup> annual season; or, (c) 180 <sup>th</sup> month through 240 <sup>th</sup> month.	21 workdays for each 12 full calendar months of service (14 hours per month)
After (a) 20 <sup>th</sup> year through 25 <sup>th</sup> year; (b) 20 <sup>th</sup> annual season through 25 <sup>th</sup> annual season; or, (c) 240 <sup>th</sup> month through 300 <sup>th</sup> month.	24 workdays for each 12 full calendar months of service (16 hours per month)
After (a) 25 <sup>th</sup> year; (b) 25 <sup>th</sup> annual season; or, (c) 300 <sup>th</sup> month.	27 workdays for each 12 full calendar months of service (18 hours per month)

Employees who work at least thirty-two (32) hours per month shall accrue vacation leave on a prorated basis.

**Part-Time Employees Computation.** A part-time employee shall accrue vacation leave and shall earn eligibility for additional vacation credits only in those months during which the employee has worked thirty-two (32) hours or more. Such leave shall be accrued on a prorata basis per the same schedule as full-time employees.

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

**Seasonal Employees Computation.** Seasonal employees are entitled to use vacation credits (or to have them paid upon separation) when the seasonal employee has completed a combination of seasonal periods totaling six (6) full calendar months (a minimum of 1,040 hours). To earn vacation leave the employee must work or be paid for at least thirty-two (32) hours in each calendar month or pay period. In accumulating this initial six (6) calendar months of service, time worked prior to a break-in-service may be credited if the break does not exceed two (2) seasons. An employee may not be credited with more than one (1) season during a calendar year.

**Section 2. Vacation Leave for New or Separating Employees.**

(a) New employees who begin work in the middle of a month or pay period earn vacation credits on a prorated basis for the first partial month or pay period provided they work at least thirty-two (32) hours.

Although new employees will earn vacation credits on a prorated basis during the first partial month or pay period of service, they are not entitled to use vacation credits (or be paid upon separation) until the employee has completed six (6) full calendar months or pay periods. The employee must work or be paid for at least thirty-two (32) hours in each calendar month or pay period, to be eligible.

(b) Separating employees who are eligible will be paid for unused vacation leave accrued through the last full

calendar month or pay period of service, based on each employee's work schedule. If the employee does not work or is not in pay status through the last regularly scheduled workday in the last calendar month or pay period, payment for such month or period shall be made on a pro-rata basis.

Separation of an employee may fall on any given day of the month, either as designated by the employee in his/her letter of resignation or by the Agency in the notice of involuntary separation.

- (c) Separating employees who are eligible will be paid for accumulated vacation leave and compensatory time at the hourly rate equivalent to his/her base rate at the time of separation. An employee shall not be eligible for vacation pay-out upon separation unless the employee has completed six (6) full calendar months or the equivalent.

**Section 3.** Compensation for use of accrued vacation shall be at the employee's prevailing straight time rate of pay.

**Section 4.** In the event of separation or layoff any unused vacation up to two-hundred fifty (250) hours will be paid to the employee.

**Section 5.** In the event of an employee's death, all monies due him/her for accumulated vacation and salary shall be paid as provided by law.

**Section 6.** An employee who has lost work because of a job-related illness or injury shall not suffer a reduction in vacation credits. Vacation credits shall continue to be earned while an employee is using earned sick leave.

**Section 7.** Service with a jury shall be considered time worked.

**Section 8.** 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.

**Section 9.** Time spent in actual State service or on Peace Corps, military, educational, or job-incurred disability leave without pay shall be considered as time in the State service for determining length of service for vacation accrual rate.

**Section 10.** Vacation hours may accumulate to a maximum of three-hundred twenty-five (325) hours.

**Section 11. Authorization of Use.** Upon transfer of an employee with six (6) full months of State service to a different Agency covered by the Agreement, the employee may elect to have a maximum of eighty (80) hours of accrued vacation credits transferred to the gaining Agency, except the gaining Agency may agree to accept a greater amount of accrued vacation credits. The employee shall be paid in cash for that portion of accrued vacation credits not transferred.

Upon transfer of an employee with less than six (6) full months of service to a different Agency represented by SEIU Local 503, OPEU, all vacation credits accrued shall be transferred to the gaining Agency.

**Section 12.** Should an employee who has exhausted earned sick leave elect to use vacation leave during a period in which Workers' Compensation is being received, the salary paid for such period shall be equal to the difference between the Workers' Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued vacation leave. No employee shall be required to utilize vacation leave while receiving time loss benefits.

**Section 13.** After all earned sick leave has been exhausted an employee may request in advance, in cases of illness, to use earned vacation leave. The Employer may grant such requests and may require that the employee provide verification from an attending physician of such illness. Such leave shall not be unreasonably denied.

**Section 14.** No employee may be placed on vacation leave and no accrued vacation time may be utilized without specific authorization of the employee except:

- (a) That employees shall have their vacation time paid in full when they take education leave without pay in excess of ninety (90) days;
- (b) That in any other leave of absence without pay that exceeds fifteen (15) days, the employees shall be required to use their accumulated vacation. Bargaining unit members may not be required to take vacation when leaving for military or reserve service as per Title 38, USC Chapter 43, or parental leave until after thirty (30) days;
- (c) As provided for set-off of damages or misappropriation of state property or equipment on termination;
- (d) To avoid losing vacation the employee must request vacation leave. When such leave is impossible a cash payment of not more than sixty (60) hours shall be made. In lieu of cash payment, the Employer shall schedule time off in excess of three-hundred twenty-five (325) hours within sixty (60) days prior to the date the vacation leave would reach three-hundred twenty-five (325) hours. Hours earned over three-hundred twenty-five (325) hours will be immediately lost to the employee if the equivalent of those hours is not used prior to the month of maximum accrual.

**Section 15. Military Donated Leave.** The Parties acknowledge that the State of Oregon administers a donated leave program to supplement military wages. As such, an employee may donate any portion of his/her accrued vacation to an eligible individual participant or to the program donation pool for distribution to eligible participants, as long as the program continues to exist.

## **ARTICLE 66.2A--VACATION SCHEDULING**

(OYA Youth Correctional Facilities and Camps)

**Section 1.** The Institution shall provide a sign-up period for vacation between the dates of March 1 and April 1, for the twelve (12) month period of May 1 through April 30. The results will be posted no later than April 15. Subject to the operating requirements of the unit, an employee shall have his/her choice of vacation time. If two (2) or more employees in the same first line supervisory work unit request the same periods of time and the matter cannot be resolved by agreement of the Parties concerned, the employee having the greatest seniority shall be granted the time off once a year. After April 1, employees may request vacation for the following month and any employee who first requests to schedule a vacation date in the following month not in conflict with a previously scheduled vacation shall be granted the time.

**Section 2.** Vacations that have been scheduled and approved may not be canceled by the Institution except in the event of an emergency. When unrecoverable vacation deposits are incurred by an employee, and the vacation is canceled by the Institution, the Institution shall pay the unrecoverable deposits. The Institution may require proof of unrecoverable deposits.

## **ARTICLE 66.2C,G,H--VACATION SCHEDULING**

(OSH, BMRC, Pendleton Cottage)

**Section 1.** Vacation time shall be scheduled within the workload and scheduling requirements of the Institution or Facility. If two (2) or more employees request the same period of time off more than sixty (60) days in advance and the matter cannot be resolved by agreement of the Parties concerned, the employee having the greatest length of continuous service with the Institution or Facility shall be granted the time off provided, however, that an employee shall not be given this length of service consideration more than once in every two (2) years. The Institution or Facility may facilitate this process by providing a designated sign-up period. After the designated sign-up period, vacation requests will be approved on a first-come first-served basis subject to the operating needs of the Agency.

**Section 2.** The Institution or Facility will grant or deny the request for vacation within five (5) calendar days of the employee's request received by the employee's supervisor or their designee. Requests will not be unreasonably denied. Grievances concerning this Section may be pursued only until the expiration of this Contract and shall terminate at that time.

**Section 3.** Vacations that have been scheduled may not be canceled by the Institution or Facility except in the event of an emergency. When unrecoverable vacation deposits in excess of fifty dollars (\$50.00) are incurred by an employee, the vacation shall not be canceled by the Institution or Facility. In the event of a schedule change caused by seniority or a transfer at the request of an employee, the provisions of this Section shall not apply.

**Section 4.** If an employee requests a lateral transfer, his/her choice of vacation made during his/her previous assignment shall be subjugated to any employee request in the new unit made prior to the transfer which is protected under Section 1. If an employee is transferred by the Institution or Facility, Sections 1 and 3 will apply.

## **ARTICLE 66.2K--VACATION SCHEDULING**

(OYA Administration and Field Services)

**Section 1.** An employee shall request the dates of his/her vacation in advance and the Agency shall grant or deny the request for vacation within a reasonable period of time. Requests will not be unreasonably denied. If two (2) or more employees request the same days off and the matter cannot be resolved by agreement of the Parties concerned, the employee having the greatest length of continuous service with the Agency shall be granted the time off, provided however, that an employee shall not be given his/her length of service consideration more than once in every two (2) years.

**Section 2.** Vacations that have been scheduled and approved may not be canceled by the Agency except in the event of an emergency. When unrecoverable vacation deposits are incurred by an employee and the vacation is canceled by the Agency, the Agency shall pay the unrecoverable deposits, proof of which may be required for reimbursement. In the event of a schedule change caused by seniority or a transfer at the request of an employee the provisions of this Section shall not apply.

## **ARTICLE 70--LAYOFF**

**Section 1.** A layoff is defined as a separation from the service for involuntary reasons other than resignation, not reflecting discredit on an employee. An employee shall be

given written notice of layoff at least fifteen (15) calendar days before the effective date, stating the reasons for the layoff. (See Sections 9 and 10 on statewide recall rights and intergovernmental transfers, and see Section 11 regarding Secondary Recall Rights.)

**Section 2.** The layoff procedure shall occur in the following manner:

- (a) The Agency shall determine the specific positions to be vacated and employees in those positions shall be notified of layoff. The Agency shall notify in writing all affected employees of his/her seniority and his/her contractual bumping rights. The Agency shall notify the Union of the seniority of all employees in all affected positions in writing. In addition, the Agency shall provide each Union Steward in the geographic area affected by layoff with one (1) written copy of the seniority of employees in all affected positions in that geographic area. The Agency shall also post a copy of the seniority of all affected positions in the geographic area on the employee bulletin board.
- (b) Temporary employees working in the classification and geographic area in which a layoff occurs shall be terminated prior to the layoff of trial service or regular employees.
- (c) Employees shall be laid off and seniority calculated within a geographic area and within the following separate categories:
  - (1) Permanent full-time positions;
  - (2) Permanent part-time positions;
  - (3) Seasonal full- and part-time positions; or
  - (4) Academic year positions (OSD):
    - Full-time academic year positions; or
    - Part-time academic year positions.
  - (5) The Employment Department shall maintain the following layoff lists:
    - (A) Full-time employees plus seasonal employees with more than twelve (12) months continuous full-time employment immediately preceding layoff;
    - (B) Seasonal employees with less than twelve (12) months continuous full-time employment immediately preceding layoff;
    - (C) Part-time employees.An initial trial service employee cannot displace any regular status employee.
- (d) An employee notified of a pending layoff shall have one (1) opportunity to prioritize the following options and communicate such choice(s) in writing to the Agency within seven (7) calendar days from the date the employee is notified in writing. If the date the employee's response is due falls on a Saturday, Sunday or holiday, the employee will provide his/her choice to the Agency on the next business day. However, this seven (7) day notice will not be required if the employee is involved in a meeting to make such choice as long as seniority has been posted prior to this seven (7) day notice as specified in Section 2(a).
  - (1) The employee may displace the employee in the Agency with the lowest seniority in the same classification for which he/she is qualified in the same geographic area in the Agency where the layoff occurs.
  - (2) If no positions are accessible under option one (1), the employee may displace the employee in the Agency with the lowest seniority in the same geographic area in any classification with the same

salary range in which the employee previously held regular status, including any predecessor classification; or, if this choice is not available to the employee, the employee may move into vacant positions in classifications with the same salary range that the Agency intends to fill in the same geographic area.

(3) The employee may identify and prioritize up to three (3) classifications in lower salary ranges for which he/she is qualified within the Agency and same geographic area. The employee may demote to the lowest seniority position in one of the identified classifications considered in the order listed by the employee, pursuant to this Section. 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.

(4) The employee may elect to be laid off. An employee who elects to be laid off shall be placed on any geographic area layoff list of his/her choice within the Agency for the classification from which he/she was laid off.

The options provided by Subsections 2(d)(1), (2) and (3) above shall apply to regular status (i.e., non-limited duration) employees displacing limited duration employees only when the limited duration positions are expected to continue for at least ninety (90) days beyond the time of layoff.

For purposes of bumping under Section 2(d)(1), (2) and (3), a vacant position that management intends to fill is considered to have the least seniority.

- (e) To be qualified for the options under Section 2(d)(1), (2) and (3), the employee must meet the minimum qualifications for the position's classification and must be capable of performing the specific requirements of the position within a reasonable period of time. A reasonable period of time is defined as approximately thirty (30) calendar days. If an employee meets the minimum qualifications but is not capable of performing the specific requirements of the lowest seniority position, he/she may displace or demote to the next lowest seniority position in the classification, provided that the incumbent in the next lowest position has a lower seniority than the employee displacing or demoting.
- (f) When exercising an option under Section 2(d)(1), (2) and (3), an employee shall only be eligible to displace another employee with lower seniority.
- (g) When an employee is laid off because of being separated from state service per Section 2(d)(4) of this Article, moving expenses will be paid once by the Agency. In other words, moving expenses will be reimbursed only when that employee has in fact, left State service and is called back from the layoff list to a geographic area other than the one in which he/she was laid off. Moving expenses will not be paid by the Agency for any other moves associated with displacement, demotion, or return from a layoff list.
- (h) Limited Duration Appointments—Workload Reasons. Eligible employees, as defined in [Article 51 Section 2](#), shall have their seniority calculated within a geographic area and may bump limited duration or permanent employees based on their seniority within the following separate categories:
- (1) full-time status;

(2) part-time status.

- (i) Limited Duration Appointments—Non-Workload Reasons. Eligible employees, as defined in [Article 51, Section 1](#), whose limited duration appointment that exceeds two (2) years shall have their seniority calculated within a geographic area. These employees shall be placed on the Agency recall list for the affected geographic area when the limited duration appointment ends. These employees will not be eligible to bump any employees, but shall be placed on the affected agency layoff recall list for the class they held as a limited duration employee.
- (j) An initial trial service employee cannot displace any regular status employee (see Section 5 for more on treatment of trial service employees).
- (k) Job Share Positions.
- (1) Individuals filling a job-sharing position which totals a full-time equivalent at the time of calculation of seniority shall be considered as one (1) full-time equivalent or, if either Party chooses, as part-time employees.
- (2) If the employees in a job-share position choose to be treated as a full-time employee, seniority for the position shall be determined by averaging the two (2) individuals' Layoff Service Date.
- (3) If either employee in a job-share position chooses to be treated as a part-time employee, seniority for each employee will use individual Layoff Service Date.
- If only one (1) person is filling a job-share position, he/she shall be considered as a full-time equivalent.
- (l) If an employee is overfilling or underfilling a position, the employee will be considered in the position classification for the purposes of this Article. If an overfill employee is displaced, demoted in lieu of layoff or is laid off, the employee shall retain his/her overfill status upon return to his/her classification.
- (m) Any employee displaced by another employee exercising options under Section 2(d)(1), (2) and (3) may also exercise any option available under Section 2(d).
- (n) Designation of Classification for Layoff.
- (1) Classification for layoff purposes is the employee's classification of record on the date the seniority list is frozen.
- (2) Classification changes (reallocations, reclassifications) approved for implementation after the seniority list is frozen, but before the layoff effective date, will not be implemented until the day after the layoff date at the earliest and shall not be arbitrarily delayed.
- (3) Both the incumbent and bumping in employee cannot equally benefit from a successful change resulting from reallocation change, whether requested by the Agency or employee appeal (e.g., both be reallocated, both have recall rights to the higher class, etc.).
- (A) Bumped-out employees should benefit from reallocation for pay purposes up to the layoff date and be eligible for recall back to the reallocated class.
- (B) Bumping-in employees should receive benefit for pay purposes beginning the effective date of landing in the new class until or unless management removes the higher level duties.



Recall rights should be to the employee's former classification, rather than to the newly designated class for the bumped into position.

(4) Both the incumbent and bumping-in employee cannot equally benefit from a successful Agency requested reclassification or employee initiated classification appeal.

(A) Bumped-out employees should benefit from reclassification for pay purposes up to the layoff date.

(B) Bumping-in employees should receive benefit for pay purposes beginning the effective date of landing in the new class until or unless management removes the higher level duties. Recall rights should be to the employee's former classification, rather than to the newly designated class for the bumped into position.

(5) Pay will be reconciled, as appropriate, for employees laid off or bumped-out of positions affected by a successful reallocation or reclassification.

**Section 3.** For purposes of this Article, the term "Agency" does not include employees represented by other unions. There will be no cross-bumping between unions. If, however, the Employer and/or the Agency permits another union to cross-bump into SEIU Local 503, OPEU positions, such rights shall be extended to SEIU Local 503, OPEU bargaining unit members also. There shall not be cross-bumping between the Management Service and the bargaining unit.

In instances where there is more than one (1) classification in the same salary range affected by a concurrent layoff, employees in the multiple classifications will have their layoff option selection notices processed by seniority (state service) within the salary range as opposed to classification. However, should two (2) or more employees continue to have equal seniority it will be decided in accordance with Section 4(d).

In instances where the first round of layoffs have been completed and a vacancy which the Agency intends to fill occurs prior to the initiation of a second round of layoffs, employees who are on an Agency geographic area layoff list may have priority rights to such vacancy in accordance with the Filling of Vacancies Articles.

**Section 4. Seniority.**

(a) **Seniority Definition.** Seniority is the Layoff Service Date which is the date the employee began state service (except as a temporary appointee) as adjusted for break(s)-in-service.

(See Letter of Agreement [70.00-09-179](#) in Appendix A).

(b) **Break-In-Service.** A break-in-service is a separation or interruption of employment without pay of more than two (2) years. If an employee has a break-in-service that does not exceed two (2) years, he/she shall be given credit for the time worked prior to the break-in-service. Seniority will also be adjusted for leaves without pay in excess of one (1) year.

(c) **Seniority Frozen.** When an Agency intends to initiate a layoff, the Agency will notify the Union in writing that all seniority will be frozen from the date of notice for a period not to exceed three (3) months. However, during the period when seniority is frozen, the employee will continue to accumulate time towards seniority for purposes of future computations. The

three (3) month freeze may be extended by mutual written agreement of the Union and the Agency.

(d) **Equal Seniority.** If it is found that two (2) or more employees in the Agency in which the layoff is to be made have equal seniority, then the greatest length of continuous service in the Agency shall be used. If ties between employees still exist, the order of layoff shall be determined by the Agency in such manner as to conserve for the State the services of the most qualified employee.

**Section 5.** Any trial service employee who is laid off or demoted in lieu of layoff shall not be placed on the Agency layoff list, but shall be restored to the eligible list from which certification was made if the eligible list is still active. Restoration of the list shall be for the remaining period of eligibility that existed at the time of appointment from the list.

**Section 6.** Regular and eligible limited duration employees laid off or demoted in lieu of layoff shall be placed on the reemployment list for the classification in which they were laid off.

**Section 7.** Regular status seasonal employees laid off prior to the end of the season shall be placed in order of seniority on the Agency layoff list for seasonal reappointment and shall be limited so as to encompass only those seasonal employees in a classification who are employed at that specific geographic location and the Agency where the reduction occurs. The eligibility for such seasonal employees shall be canceled at the end of each season.

**Section 8.** 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 9. Agency Layoff Lists.** Names of regular employees of the Agency who have separated from the service of the State in good standing by layoff or who have demoted in lieu of layoff, or employees transferred outside State government due to intergovernmental transfers, shall be placed on layoff lists in seniority order established by the classification from which the employee was laid off or demoted in lieu of layoff and by geographic area.

Names of eligible workload limited duration employees of the Agency, who have separated from the service of the State in good standing by layoff or who have demoted in lieu of layoff, shall be placed on appropriate Agency layoff list in seniority order established by the classification from which the employee was laid off or demoted in lieu of layoff and by geographic area.

Names of eligible non-workload limited duration employees shall be placed on appropriate Agency layoff list in seniority order established by the classification from which the employee was laid off and by geographic area.

The employee shall designate in writing the geographic area layoff list(s) on which he/she wishes to be placed.

An employee currently on a layoff list prior to the effective date of this Agreement, shall be placed on the geographic layoff list from which he/she was laid off and shall be notified by the Agency of his/her right to designate additional geographic layoff list(s) in accordance with this Article.

**Section 10. Recall.** Employees who are on an Agency layoff list shall be recalled by geographic area in seniority order beginning with the employee with the greatest seniority.

- (a) Same Geographic Area Recall/Recall to a Permanent Position. If an employee (permanent or limited duration) is certified from a layoff list and is offered a permanent position in the geographic area from which he/she demoted or was laid off, he/she shall have one (1) right of refusal. Upon a second refusal, however, the employee's name will be removed from the layoff list in that geographic area.
- (b) Different Geographic Area Recall/Recall to a Permanent Position. If an employee (permanent or limited duration) is certified from a layoff list and is offered a permanent position in a different geographic area from which he/she demoted or was laid off, he/she shall have one (1) right of refusal. Upon a second refusal, which must be more than fifteen (15) days after the first refusal, the employee's name will be removed from the layoff list for that geographic area. An employee who has other refusals during this fifteen (15) day period shall not have his/her name removed from the list.
- (c) An employee appointed to a permanent or seasonal position from a layoff list shall be removed from all other layoff lists for that classification.
- (d) When an employee is laid off because of being separated from state service per Section 2(d)(4) of this Article, moving expenses will be paid once by the Agency, except for recall of employees transferred outside State government due to intergovernmental transfer. In other words, moving expenses will be reimbursed only when that employee has in fact, left State service and is called back from the layoff list to a geographic area other than the one in which he/she was laid off. Moving expenses will not be paid by the Agency for any other moves associated with displacement, demotion, or return from a layoff list.
- (e) If a temporary appointment is necessary in any geographic area and is expected to last longer than forty-five (45) days and there is a layoff list for that classification in the geographic area, employees on the layoff list shall first be offered the temporary appointment prior to hiring any other temporary. Refusal of 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 and will not be eligible for any benefits covered under this Agreement.
- (f) If a limited duration appointment is necessary in any geographic area and is expected to last longer than ninety (90) days, and there is a layoff list for that classification in the geographic area, employees on the layoff list shall first be offered the limited duration appointment prior to hiring any other limited duration employee. Refusal of a limited duration appointment does not constitute a right of refusal under this Section.

**Section 11. Secondary Recall Rights.**

- (a) Application: These rights apply to all employees and Agencies represented by the Union except employees who are laid off during initial trial service.
- (b) Definitions:
  - (1) Geographic areas are the groupings of work locations in event of layoff and the scope of recall rights after a layoff as defined in the Agency-specific provisions of [Articles 70.1](#), [70.2](#), [70.3](#), and [70.5](#).

(2) Agency Layoff Lists are intra-Agency layoff lists, as defined in [Article 45, Section 2\(a\)](#), and as further defined by geographic areas for layoff for each Agency in [Articles 70.1](#), [70.2](#), [70.3](#), and [70.5](#).

(3) Secondary Recall List is an inter-Agency layoff list, which consists of regular status employees who have been separated by layoff from Union-represented positions in Union-represented Agencies and who have elected to be placed on such list, consistent with the definitions of geographic areas for layoff for each Agency in [Articles 70.1](#), [70.2](#), [70.3](#), and [70.5](#).

- (c) Coordination with [Articles 45](#) and [70](#): The recall options provided herein shall be consistent with the priority of recall to positions from layoff within an Agency, as specified in this Article and [Article 45](#), except that recall from Agency Layoff Lists shall take precedence over recall from the Secondary Recall List.

- (d) Procedures:

(1) Placement on the Secondary Recall List.

(A) Regular status employees and eligible workload limited duration employees, who are separated from the service of the State in good standing by layoff or transferred outside State government due to intergovernmental transfer shall, in addition to their right to be placed on Agency Layoff Lists, be given the option of electing placement on the Secondary Recall List by geographic area for other SEIU Local 503, OPEU-represented Agencies which utilize the same classification from which they were laid off. The term of eligibility of candidates placed on the list shall be two (2) years from the date of placement on the list or the termination of this Agreement whichever occurs first.

(B) Employees who elect to be placed on the Secondary Recall List shall specify in writing the Agencies and geographic areas of their choice.

(2) Use of the Secondary Recall List.

(A) Notwithstanding any other provision regarding the use of the Secondary Recall List, designated individuals on the secondary list may be given first preference for appointments to positions in order to ensure adequate numbers of protected class employees, based on the goals of the Affirmative Action Plan developed by the Agency effecting the recall, consistent with applicable law.

(B) After the exhaustion of any Agency Layoff List for a specific classification within a geographic area, the Secondary Recall List shall be used to fill all positions within a specific classification and geographic area consistent with Section (c) above, until such secondary list is exhausted.

(C) To be eligible for appointment from the Secondary Recall List, a laid off employee on such list must meet the minimum qualifications for the classification and any special qualifications for the position.

(D) Prior to initiating other methods to fill a vacancy, except an agency layoff list, agencies shall utilize the Secondary Recall List to fill positions. The Agency will call for certifications from the list of the five (5) most senior employees who meet the minimum qualifications for the classification and any special qualifications for the position to be filled. The Agency will select one of the five (5) employees from

the list. Seniority for this purpose shall be computed as described in Section 4 of this Article.

(E) Where fewer than five (5) eligible employees remain on the Secondary Recall List, the Agency shall select one (1) of these employees who meets the minimum qualifications for the class and any special qualifications for the position.

(3) Appointments/Refusals of Appointments from the Secondary Recall List.

(A) Recall to a Permanent Position. A laid off regular status or eligible workload limited duration employee on the Secondary Recall List who is offered a permanent appointment from the list and refuses to accept the appointment shall have his/her name removed from the Secondary Recall List.

(B) Employees appointed to positions from the Secondary Recall List shall have their names removed from all other Agency Layoff Lists and the Secondary Recall List.

(C) Employees appointed to positions from the Secondary Recall List shall serve a trial service period not to exceed three (3) full months. Administration of the trial service period shall be consistent with Sections 2, 4, and 5 of [Article 49](#). However, employees who fail to successfully complete this trial service period shall have their names restored only to the Agency Layoff Lists on which they previously had standing. Restoration to the Agency Layoff List shall be for the remaining period of eligibility that existed at the time of appointment from the Secondary Recall List.

(D) Employees appointed to positions from the Secondary Recall List shall not be entitled to moving expenses.

**Section 12. Geographic Area.** See Articles 70.1-70.5.

**Section 13.** When the Employer declares that a lack of funds will necessitate a layoff, the Parties will meet, if requested by either the Employer or the Union, to consider such alternatives to layoffs as: voluntary reductions in hours; voluntary paid leaves of absence; 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 this Agreement. The Parties agree that any and all discussions that take place under this Section shall not be subject to Article 5--Complete Agreement of this Agreement, or constitute interim negotiations under PECBA. In addition, the Parties will not be required to use the dispute resolution processes contained in PECBA.

**Section 14.** Prior to transferring a program to an Oregon non-profit corporation that is not a PERS participant, a regular status employee shall be afforded layoff and bumping rights.

(See Letter of Agreement [70-00-09-179](#) in Appendix A.)

**ARTICLE 70.2A--GEOGRAPHIC AREA FOR LAYOFF**  
(OYA Youth Correctional Facilities and Camps)

**Section 1.** For purposes of [Article 70--Layoff](#), the geographic area is the employee's Institution or Camp. If there is no opportunity in the employee's Institution or Camp, employees in those Institutions or Camps will have an option at one (1) Institution or Camp within one (1)

geographic area of the employee's choice. Geographic areas are defined as follows:

- Northwestern Area
- Northern Valley Area
- Central/Eastern Area
- Southern Valley Area
- Southern Area

(a) The Southern Valley Area and Southern Area shall be considered one (1) geographic area until such time as there is more than one (1) Institution or Camp in the Southern Area.

**Section 2.** OYA employees who move from one (1) organizational unit to another as a result of the layoff provision shall have the option to return to their previous Institution or Camp according to [Article 45.2A](#), Section 1.

(a) It is the employee's responsibility to notify Employee Services in writing of their desire to utilize this transfer provision. Such notice must be provided within forty-five (45) days after their initial transfer to another organizational unit.

(b) The employee shall receive only one (1) offer to transfer under this Article. If an employee rejects the offer, they will be removed from this transfer list. An employee shall remain on this transfer list for two (2) years from date of their initial transfer in Section 2(a).

**ARTICLE 70.2C,G,H--GEOGRAPHIC AREA FOR LAYOFF**  
(OSH, BMRC, Pendleton Cottage)

**Section 1. OSH.** For purposes of [Article 70--Layoff](#), the geographic areas shall be defined as all Oregon work locations.

Employees recalled from layoff shall not be eligible for moving allowance pursuant to Article 70, Section 10.

**Section 2. BMRC, Pendleton Cottage.** For purposes of [Article 70--Layoff](#), a geographic area is defined as the Institution or Facility in which the employee works.

**ARTICLE 70.2K--GEOGRAPHIC AREA FOR LAYOFF**  
(OYA Administration and Field Services)

For the purposes of layoff, the geographic area is the employee's office. If there is no bumping opportunity in the employee's office, the employee will have an option at one (1) office within one (1) geographic area of the employee's choice. Geographic areas are defined as follows:

- Northwestern Area
- Northern Valley Area
- Central/Eastern Area
- Southern Valley Area
- Southern Area

Until such time as there is more than one (1) Institution or Camp in the Southern Area, the Southern Valley Area and Southern Area shall be considered one (1) geographic area.

**ARTICLE 71--SEASONAL AND INTERMITTENT EMPLOYEES**

**Section 1.** Positions which occur, terminate, and recur periodically and regularly, regardless of the duration thereof, shall be designated as seasonal positions.

**Section 2.** Seasonal employees will complete trial service after having served a combination of seasonal periods totaling six (6) full calendar months (a minimum of 1,040 hours).

**Section 3.** A regular status seasonal employee shall be eligible for a salary increase upon returning to the same Agency in the same classification the next annual season regardless of the length of the period of time that has lapsed since the previous six (6) month or annual increase granted. "Annual season" means a period of twelve (12) months, regardless of the number of seasons occurring during that period.

**Section 4.** A seasonal employee shall be given notice at the time of hire of the length of the season and the anticipated end of the season. A seasonal employee shall be given at least ten (10) calendar days advance notice of the end of the season, except when conditions are beyond the control of the Agency. In advance of the season or as soon as the seasonal employee becomes aware of the need to end his/her season early, the seasonal employee may submit a request to his/her supervisor. Subject to the agency operating requirements, the supervisor may approve the employee's request without jeopardizing his/her recall rights the following season. (See also [Article 70, Section 7.](#))

**Section 5.** Regular status seasonal employees terminated at the end of the season shall be placed on the reemployment roster in order of seniority and shall be recalled by geographic area the following season in order of seniority to the extent that work is available to be performed. Such recall rights shall not apply to regular status seasonal employees who work full-time in another state Agency.

**Section 6.** Seasonal employees shall accrue all rights and benefits accrued by full-time employees during their employment season, except as otherwise modified by this Agreement.

**Section 7.** Employees in seasonal positions who have reached regular status and who are not participating members of the Public Employees Retirement System shall receive a special differential in lieu of the state "pickup" of employee contributions to the Retirement System. Such special differential shall not increase pay rates in the Compensation Plan or be applicable to other seasonal, temporary, trial service, or regular positions or employees. Such special differential shall terminate immediately prior to the first full pay period after the employee becomes a participating member of the Retirement System and becomes eligible for State "pickup" of employee contribution to the System, pursuant to [Article 27.](#)

An employee shall receive a premium of six percent (6%) in addition to their regular rate of pay. This premium shall be discontinued in the event that the PERS "six percent (6%) pickup" is discontinued, pursuant to [Article 27](#) of the Agreement.

**Section 8. Intermittent Appointments.**

(a) Only the following seasonal, part-time, or unfunded positions may be designated as intermittent positions in that work assigned to these positions is available on an irregularly fluctuating basis because of conditions beyond the control of the Appointing Authority: Employment Department, DHS Children, Adult, and Family-related services and programs, OYA Administration and Field Services (on-call and unfunded positions), Department of Forestry (co-op positions, Forest Lookouts, and Schroeder Seed Orchard), Department of Education (relief workers at the School for the Deaf).

- (b) A person appointed to an intermittent position during the term of this Agreement shall be informed in writing at the time of appointment that the position has been designated as an intermittent position and that the employee may expect to work only when work is available. A person who is appointed to an intermittent position may be scheduled for work at the discretion of the supervisor when the workload for the position so justifies without any penalty pay provision for short notice.
- (c) The unscheduling of an employee appointed to an intermittent position shall not be considered a layoff. Whenever possible, an intermittent employee shall be given ten (10) calendar days notice of scheduling and unscheduling of work. When such notice cannot be given, such employees may be unscheduled without advance notice. The Agency shall not use unscheduling of work as a method of unofficially disciplining or discharging intermittent employees.
- (d) Intermittent employees will be scheduled and unscheduled for work in seniority order by work unit.
- (e) Except as specifically modified above, intermittent employees shall have all the rights and privileges of seasonal employees.

**ARTICLE 74--TEMPORARY INTERRUPTION OF EMPLOYMENT--LACK OF WORK**

**Section 1.** Any temporary interruption of employment because of lack of work or unexpected or unusual reasons which does not exceed fifteen (15) days, shall not be considered a layoff if, at termination of such conditions, employees are to be returned to employment. Such interruptions of employment shall be by work unit and recorded and reported as leave without pay. Under no circumstances shall this Article be used to remedy shortage of funds.

**Section 2.** An employee who is affected by a temporary interruption of employment shall be allowed to use any form of paid leave including vacation, compensatory time off, or personal leave provided the leave has been accrued. Such employee shall continue to accrue all benefits during this period. This Section shall only apply to FLSA-exempt employees where the interruption is for one (1) or more full workweek(s).

**Section 3.** For periods longer than fifteen (15) days, the Appointing Authority shall follow the procedures described in [Article 70--Layoff.](#) In instances where temporary interruption of employment is an established practice that the Agency used in connection with cyclical or scheduled shortage of work for more than fifteen (15) days, such practice may continue. Provided, however, that when such periods are for longer than fifteen (15) days, the Appointing Authority shall use seniority of employees by classification in the affected work unit in determining employees to be placed on leave without pay. The Appointing Authority will determine the work unit in each instance. If all such employees available for work cannot be returned to their positions, seniority shall be used to determine the order of recall.

**ARTICLE 80--CHANGE IN CLASSIFICATION SPECIFICATIONS**

**Section 1.** The Employer shall notify the Union of intended classification studies.

**Section 2.** The Union may recommend classification studies be conducted by the Labor Relations Unit, indicating the reasons for the need of such studies. The Labor Relations Unit shall reply, setting a preliminary date for completion of the study or explaining the reasons for a decision not to conduct such a study within ninety (90) days of receipt of the request.

**Section 3.**

- (a) Whenever a change in classification specifications or a new classification is proposed, it is agreed that the Labor Relations Unit shall submit the classification specification changes to the Union to provide it an opportunity to review and comment on the specifications. If the changes of the specifications substantially revise the specifications, the Parties shall negotiate the salary range for the newly revised specification.
  - (b) When the Union requests a classification study, negotiations for salary ranges for new classifications shall commence no later than ninety (90) days following the Employer's written notification to the Union of the finalization of the class specification.
  - (c) Proposals for the salary rate and effective date for changes in classification specifications may be submitted throughout the term of this Agreement. If the Parties are able to reach agreement, the new classification will be implemented. Any classes on which salary is not agreed can be submitted with overall proposals for a successor Agreement.
- (See Letter of Agreement [80.00-09-181](#) in Appendix A.)

**ARTICLE 81--RECLASSIFICATION UPWARD, RECLASSIFICATION DOWNWARD, AND REALLOCATION**

**Section 1.** Reclassification must be based on findings that the purpose of the job is consistent with the concept of the proposed classification and that the class specification for the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities of the position. As used herein:

- (a) 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;
- (b) The concept of the proposed classification shall be determined by the general description and distinguishing features of its class specification; and
- (c) 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.

**Section 2. Reclassification Up.**

- (a) Reclassification upward is a change in classification of a position by raising it to a higher classification. Employees may seek reclassification to any non-supervisory or non-managerial classification in the Executive Branch (DAS) of government whether or not the classification is included in Appendix B of this Agreement provided that:
  - (1) the classification exists in the unrepresented compensation plan or in multiple bargaining units' compensation plans, and
  - (2) the classification is not specific to another Agency.

In the event that the proposed new classification is not in the bargaining unit, the classification shall be added to the SEIU Local 503, OPEU compensation plan at the Employer-proposed salary range. However, if the Employer-proposed range is lower than the classification salary range in another DAS compensation plan, the Parties will negotiate the salary range.

- (b) Employees may request reclassification by submitting a written explanation of the request, a Human Resource Services Division Position Description Form signed by the supervisor and employee, and all other relevant evidence for the proposed reclassification to the Agency Appointing Authority. Within sixty (60) days, unless otherwise mutually agreed in writing, the Agency shall review the merits of the request based on the final position description signed by the Appointing Authority. The Union shall be entitled during the sixty (60) day review period and prior to issuance of the Agency decision to meet with the Agency or to present further written arguments in support of the request. The Agency will notify the employee of its decision and provide a copy of the final position description signed by the Appointing Authority. Should the duties of the position support the proposed reclassification, the Agency shall make a determination whether to seek legislative approval for reclassification or remove selected duties within one-hundred twenty (120) days, however, this time period may be extended upon mutual agreement of the Parties.
- (c) If approved by the Legislative Review Agency or the Department of Administrative Services, the effective date shall be the first of the month following the month in which the reclassification request was received by the Agency. The employee will receive a lump sum payment for the difference between the current salary rate, including work out-of-class pay if any and the proposed salary rate, for the time period beginning the first of the month following the month in which the reclassification request was received by the Agency to the effective date.
- (d) Rate of pay upon upward reclassification shall be given no less than the first step of the new salary range. If the old salary range rate of pay is equal to or higher than the first step of the new salary range, the employee shall receive a salary increase no less than an increase to the next higher step in the new salary range. At the discretion of management, the salary eligibility date may, in either case, remain the same or be established twelve (12) months thereafter.

If the reclassification upward is approved, the Agency may cease paying work out-of-classification pay or adjust the effective date of the reclassification to avoid overpayment of any work out-of-classification pay received by the employee.
- (e) If a reclassification request does not receive legislative approval or the Agency removes selected duties to be consistent with its current classification, the employee will receive a lump sum payment for the difference between the current salary rate, including work out-of-class pay if any and the proposed salary rate, for the time period beginning the first of the month following the month in which the reclassification request was received by the Agency to the date the duties were removed.

### **Section 3. Reclassification Down.**

- (a) Reclassification downward is a change in the classification of a position by reducing it to a lower classification.
- (b) The Agency shall, sixty (60) calendar days in advance of a reclassification downward of any position, notify the employee in writing of the action, including the specific reasons, and the HRSD Position Description used for the action, which shall be signed by the Appointing Authority.
- (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 of one (1) full step within the new salary range plus that amount that his/her current salary rate is below the next higher rate in the salary range. This increase shall not exceed the highest step in the new salary range.

- (d) Employees who are reclassified downward for non-disciplinary reasons shall be given the same recall rights as employees demoted in lieu of layoff pursuant to [Article 70](#) of this Agreement for reemployment to the classification from which they were reclassified downward.

### **Section 4. Reclassification Equal or Lateral.**

- (a) Reclassification equal or lateral is a change in an employee's job classification from one classification to another with the same salary range base number.
- (b) Rate of pay upon equal or lateral reclassification shall be given no less than the first step of the new salary range.
- (c) 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 that rate in the new classification until the next salary eligibility date.
- (d) 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 of one (1) full step within the new salary range pay scale plus that amount the current salary rate is below the next higher rate in the salary range pay scale. This increase shall not exceed the highest rate in the new salary range.
- (e) If an employee's previous salary 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 range shall be adjusted to that step.

### **Section 5. Reclassification Appeals.**

- (a) Filing.

Reclass Upward. A decision of the Agency to deny a reclassification request may be appealed in writing by the Union to DAS Labor Relations for further review within thirty (30) calendar days after receipt by the Union of the Agency's decision. Such appeal shall include copies of the documents originally provided to the Agency Appointing Authority, including, the written explanation, the position description signed by the Appointing Authority, and all other relevant evidence for the proposed reclassification. No new evidence or information will be considered by the Committee.

Reclass Down. Within thirty (30) calendar days from the date the employee receives notice that the Agency will reclassify his/her position downward, he/she may grieve this action by filing a grievance at the Agency Head level in the grievance procedure, providing a written explanation of the request and all relevant evidence demonstrating why the reclass is in conflict with [Article 81, Section 1](#). The Agency Head shall respond in writing in accordance with the appropriate time limits contained in the Agency grievance procedure. A decision of the Agency to deny a grievance under this Article may be appealed in writing by the Union to DAS Labor Relations for further review within thirty (30) calendar days after receipt by the Union of the Agency's decision. Such appeal shall include copies of the documents originally provided to the Agency, including the written explanation of the request and all relevant evidence. No new evidence or information will be considered by the Committee.

- (b) Once appealed to DAS Labor Relations, the matter shall be considered by the Employer designee (or the alternate) and the Union designee (or the alternate) who shall form the Committee charged with the responsibility to consider appeals pursuant to this Article and make decisions which maintain the integrity of the classification system by correctly applying the classification specifications. Each designee (and each alternate) shall have experience making classification decisions.

Should the Union designee or the Union alternate be a bargaining unit member, to participate in the process, that employee shall be granted reasonable paid release time during their scheduled workday or a mutually-agreed alternate work schedule. Further, where the Union designee or the Union alternate is a bargaining unit member and the Employer believes the time required by the process presents a hardship for the employing Agency, the Employer may require the Union to designate a qualified replacement for the Committee. Either Party may discontinue this part of the appeals process upon two (2) weeks notice to the other.

The designees 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 in [Article 81, Section 1](#). In this process each of the designees may identify one (1) alternate class that he/she determines most accurately depicts the purpose of the job and overall assigned duties. If an alternate class is identified, both the Union and DAS Labor Relations shall be notified.

If the Parties concur on the alternate class, that shall end the appeal. The Committee will send a written initial decision to the Agency and Union within sixty (60) days from receipt, which will include the reasons for its decision. The Agency or the Union may ask the Committee to reconsider its decision by sending a written reconsideration request which must be based on incorrect or incomplete information in the initial decision. Additional or new evidence/information will not be considered by the Committee. The reconsideration request must be received by DAS Labor Relations within fifteen (15) calendar days from the date of receipt of the decision. If there is no timely request for reconsideration, the Committee's decision will be final and binding. A copy of the reconsideration request will be provided to the other party, who will have the opportunity to provide a written rebuttal to the reconsideration request, which must be received by DAS Labor Relations within fifteen (15) calendar days from date of receipt. The Committee will reconsider its initial decision and issue a final decision within forty-five (45) calendar days from the date of receipt by DAS Labor Relations of the reconsideration request. 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.

- (c) The Committee may extend, up to thirty (30) days, the time to issue its decision to the Union through notification to the Parties. The Committee may request an additional extension of time to issue its decision to the Union, which, if agreed to, must be stipulated in writing with copy to DAS Labor Relations and shall become part of the grievance record.
- (d) If these efforts do not result in resolution of the matter within sixty (60) days of the appeal to DAS Labor Relations, or from the extension, then the Union may request final and binding arbitration under this clause of the Agreement by a written notice to DAS Labor Relations within the next forty-five (45) calendar day period. Except as specified in this Section, arbitration shall proceed as indicated in [Article 21--Grievance and Arbitration](#).

Each Party may go forward with only one (1) class. Each Party may choose to take to arbitration either the current class, class appealed to, or an alternate class identified by a committee member.

The Parties will agree upon a permanent appointment of one (1) arbitrator to hear grievances arising from this Article. This arbitrator shall have special qualifications to hear these matters; however, each side retains the right to initiate a change in that assignment upon notice to the other side. The change in the assigned arbitrator shall be effective for any case not yet scheduled for arbitration.

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 using the criteria specified in Section 1.

In the event the arbitrator finds in favor of the proposed or alternate classification, management retains the right to, on a timely basis, adjust duties consistent with its current classification.

**Section 6.** An incumbent employee who appealed his/her classification allocation to a final decision through the classification appeals boards as part of the new class system implementation which was effective April 1, 1990, or who has appealed a reclass decision to final decision through the Committee or through an arbitration since that date, shall not be eligible to either submit a new reclassification review request or to be reclassified downward by management, unless a change of assigned duties has occurred since that decision or a revised classification has been adopted.

**Section 7.** An employee's classification status change from a Management Service classification to a represented classification may correctly occur through reclassification where it is found that there has been a significant change of position duties, authority, and responsibilities, and as a consequence, the class specification for the proposed classification more accurately depicts the assigned duties, authority, responsibility, and distinguishing characteristics of the position.

**Section 8. Reallocation Appeal Process for New Classes.** Employees in positions allocated to a new classification, who dispute their placement in a new classification can appeal their placement using the following process:

- (a) An appeal may be filed by an individual employee or a Steward or a Union Organizer on behalf of the employee, to the Agency Human Resource Office within thirty (30) calendar days of written notification by the Agency of placement into the new classification. 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 new classification placement, and the new classification placement believed to be correct by the affected employees. The appeal must include the signed position descriptions used for allocation. In the event that the old classifications are to be abolished, correct placement cannot be back to the prior classification. Using the criteria in Section 1, the Agency shall conduct a review of the allocation. This decision shall be made within thirty (30) calendar days of receipt of the appeal and provided to the affected employees in writing and with a summary of the classification analysis.
- (b) If denied, the Union may appeal the Agency's decision in writing to DAS Labor Relations within thirty (30) calendar days of receipt of the written denial. The appeals will be considered by designees of the Parties using the process set forth in Section 5(b), with the addition of two (2) resource persons, one (1) designated by each Party, to provide technical expertise within the specific series. Appeals shall be decided in order of receipt by DAS Labor Relations. Decisions shall be rendered by the designees no later than sixty (60) calendar days after receipt of the appeal by the Committee.
- (c) The Committee may extend, up to thirty (30) days, the time to issue its decision to the Union through notification to the Parties. The Committee may request an additional extension of time to issue its decision to the Union, which, if agreed to, must be stipulated in

writing with copy to DAS Labor Relations and shall become part of the grievance record.

- (d) The decisions of the designees shall be binding on the Parties. However, Agencies may elect to remove duties consistent with this Article or at any point during the process.
- (e) If the appeals Committee cannot make a decision, the matter may be appealed to arbitration per Section 4(c) of this Article.
- (f) The effective date for pay changes shall be the same as that negotiated for implementation of the new classification.
- (g) Appeals of all filled positions will occur first. Where a position is vacated during the appeals process, the Union may continue the appeal provided no changes in duties are anticipated.

## **ARTICLE 85--POSITION DESCRIPTIONS AND PERFORMANCE EVALUATIONS**

**Section 1. Position Descriptions.** Individual position descriptions shall be reduced to writing and delineate the duties currently assigned to an employee's position. A dated copy of the position description shall be given to the employee upon assuming the position and when the position description is amended. The individual position description shall be subject to at least an annual review with the employee. Nothing contained herein shall compromise the right or the responsibility of the Agency to assign work consistent with the classification specification.

**Section 2. Performance Evaluations.** Employees who have not had an evaluation within the previous twelve (12) month period, may request, and shall be granted a written performance evaluation. Such evaluation shall be completed within sixty (60) days of such request. The evaluation period under review shall be the twelve (12) months immediately prior to the evaluation. No additional performance evaluation will be required for that same calendar year, regardless of the employee's performance evaluation date in that calendar year. The rater shall discuss the performance evaluation with the employee.

The employee shall have the opportunity to provide his/her comments to be attached to the performance evaluation. The employee shall sign the evaluation and that signature shall only indicate that the employee has read the evaluation. A copy shall be provided the employee at this time. If there are any changes or recommendations to be made in the evaluation after the rater has discussed it with the employee, the evaluation 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 these changes. The employee shall sign the new evaluation and that signature shall only indicate that the employee has read the evaluation. A copy shall be provided the employee at this time.

All written comments provided by the employee within sixty (60) days of the evaluation shall be attached to the performance evaluation. Performance evaluations are not grievable nor arbitrable under this Agreement nor shall they be used for purposes of disciplinary action, layoff, and annual eligibility date performance pay increases.

If an employee receives less than a satisfactory evaluation, the Employer agrees to meet with the employee within thirty (30) days of the evaluation to review, in detail, the alleged deficiencies.

**Section 3. Seasonal Employees.** Seasonal employees still on trial service should refer to [Article 71, Sections 2 and 3](#) regarding salary increases.

**Section 4. Denial of Performance Increase.** The Agency shall give notification in writing of withholding of performance increases to all employees at least fifteen (15) days prior to the employee's eligibility date. When the performance increase is to be withheld, the reasons therefore shall be given in writing and will be subject to "just cause" standards. Any grievances for denial of annual performance pay increases will be processed under Article 20. If an annual increase is not granted on the eligibility date, the employee's eligibility date is retained no longer than eleven (11) months beyond the eligibility date. If the increase is subsequently granted within eleven (11) months, it shall be effective on the first of the following month and shall not be retroactive.

(For administration of performance increases, see [Article 29.](#))

## **ARTICLE 86--WORKLOAD PRIORITIZATION**

Any employee may request assistance from his/her immediate supervisor in establishing or adjusting priorities in order to carry out his/her work assignment. The supervisor will take into account variables that impact the difficulty of assignments to the employee. The employee may request to have the response provided orally or in writing and the immediate supervisor will respond accordingly in a timely manner, unless such request is deemed to be inappropriate or excessive.

## **ARTICLE 90--WORK SCHEDULES**

**Section 1.** A 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 a work schedule with the same starting and stopping time on five/eight (5/8) hour days. A flexible work schedule is a work schedule which varies the number of hours worked on a daily basis, but not necessarily each day, or a work schedule in which starting and stopping times vary on a daily basis, but not necessarily each day, but which does not exceed forty (40) hours in a workweek and is agreed upon in advance by the employee and the supervisor. An alternate work schedule is anything other than a regular work schedule or a flexible work schedule.

Provided, however, nothing in this Section is intended to prohibit management from changing an employee's flexible work schedule without an employee's consent where such a change is needed in the regular course of business and where the employee has been initially hired by management, or initially placed on a flexible work schedule, with the express understanding that the person hired or the employee so placed on a flexible work schedule is expected to work a flexible work schedule as a condition of his/her employment.

**Section 2.** An employee may request in writing to work any work schedule as defined in Section 1, or any alternate work schedule. No employee requests will be arbitrarily denied or rescinded.

**Section 3.** Except as may be specifically stated in Articles 90.1-90.5 or Section 2, the workweek is defined as the fixed and regularly recurring period of one-hundred sixty-eight (168) hours during seven (7) consecutive twenty-four (24) hour periods and the workday is the twenty-four (24) hour period commencing at the start of the



employee's assigned shift and shall remain fixed at that period for the whole of the workweek, except for flexible work schedules.

## **ARTICLE 90T--WORK SCHEDULES**

(Temporary Employees)

**Section 1.** A work schedule is defined as the time of day and the days of the week the employee is assigned to work. Management retains the right to modify work schedules.

**Section 2.** A workweek is defined as the fixed and regularly recurring period of one-hundred-sixty-eight (168) hours during seven (7) consecutive twenty-four (24) hour periods. The employee will be notified in writing when the workweek begins and ends.

**Section 3.** For work schedules of six (6) hours or more there shall be an established unpaid meal period of no less than thirty (30) minutes midway in each workday. Employees who are not relieved from their work assignment and are required to remain in their work areas shall have such time counted as hours worked.

**Section 4.** A paid rest period of fifteen (15) minutes in duration for an employee on a five/eight (5/8) work schedule or twenty (20) minutes in duration for an employee on a four/ten (4/10) work schedule should be taken about midway through each four (4) or five (5) hour work period, as appropriate. Employees may be required to remain in the area and/or respond to emergencies during a rest period. If an employee cannot be relieved for a rest period, that employee shall be allowed to take a break in the work area or near the work area without interruption except for emergencies. Under no circumstances will unused rest periods be accumulated and used to reduce work time.

## **ARTICLE 90.2A--WORK SCHEDULES**

(OYA Youth Correctional Facilities and Camps)

**Section 1.** The workweek shall begin at 12:01 a.m., Saturday and shall end at 12:00 midnight the following Friday.

**Section 2.** Flexible or alternate work schedules shall be requested and evaluated on an individual basis. An employee shall be granted his/her request unless management determines that the requested schedule will adversely affect the work or services of the Institution. An employee's request for an alternate work schedule may be disapproved when, based on the employee's past performance, management determines that the employee needs continuing close supervision.

**Section 3.** Regardless of work hour schedules, there shall be an established lunch period midway in each workday. Employees who are not relieved from their work assignment and are required to remain in their work areas to supervise students when eating shall have such time counted as hours worked.

**Section 4.** An employee may request a work schedule other than currently in effect for his/her position. That request will be granted if management determines it can be accommodated without detracting from meeting the Institution workload and does not conflict with the shift vacancy provisions of Section 8 herein.

**Section 5.** All employees in the unit not on another schedule authorized under this Article shall be scheduled for five (5) consecutive days of work and two (2) consecutive days off (defined as a minimum of sixty (60)

consecutive hours) within the workweek, unless the employee agrees to a different workweek.

**Section 6.** If the Institution changes the shift schedule of a twenty-four (24) hour operation in order to accomplish the mission of the Institution, work schedules of full-time employees may be changed if mutually agreed upon by the employee and his/her supervisor. In the event mutual agreement cannot be reached, the employee will be provided five (5) days notice of the change. Upon request, the Institution shall provide the reason for the shift schedule change in writing.

## **Section 7. Rest Periods.**

- (a) Rest periods are fifteen (15) minutes in duration and should be taken about midway through each four (4) hour work period.
- (b) If an employee is on an uninterruptible assignment, or is unable to leave his/her work area unattended, the supervisor shall work out arrangements with other staff to provide temporary coverage where the current staffing permits. It is the responsibility of all supervisors to make provisions for each employee under their supervision to have appropriate rest periods.
- (c) Employees not covered in (b) should arrange with their supervisors to take their rest periods as provided in (a), but at such times as to avoid leaving any operational unit unstaffed.

## **Section 8. Shift Assignments Within Classification Series.**

- (a) A shift vacancy is defined as an unfilled position, in a specified cottage or work unit of the Institution with specified starting and quitting times and days off. Institution is defined to recognize each juvenile correctional facility and each camp as separate facilities.
- (b) A shift vacancy shall be filled in the following order:
  - (1) Employees within the cottage or work unit in the same classification as the shift vacancy shall be given at least five (5) days advance notice of, and the first opportunity to request, the shift vacancy. However, this notice period will end at the point the most senior eligible employee requests the shift vacancy. The most senior regular employee from the cottage or work unit who has the special qualifications to perform the job and who requests the shift vacancy shall be selected. Employees having a record of disciplinary action within six (6) months prior to the vacancy announcement shall not be eligible for transfer. Discipline is defined in [Article 20--Discipline and Discharge, Section 1.](#)
  - (2) If no qualified employee from the cottage or work unit where the shift vacancy exists requests the shift vacancy, the vacant position will be filled according to [Article 45.2A--Filling of Vacancies.](#)
  - (3) An employee whose request for shift assignment is granted shall not be eligible to utilize the procedure of Section 8(b) to request another shift assignment within the following nine (9) months.

## **ARTICLE 90.2C--WORK SCHEDULES (OSH)**

**Section 1.** For employees with a workweek with fixed days off, the workweek shall begin at 12:01 a.m., Sunday and end at 12:00 midnight the following Saturday. All full-time employees shall be placed on a regular schedule of five (5) consecutive days of work and two (2) consecutive

days off, except where an alternate schedule is necessary to meet the operating needs of the Institution, including but not limited to vacation relief assignments, Recreation Specialists or Rehabilitation Therapists, and to fill vacant positions during the job bidding process, or where an alternate work schedule is mutually agreed to by the majority of employees affected and the Institution. The Employer maintains the right to change days off. However, when such a change occurs, the employee may request a lateral transfer pursuant to [Article 45.2C,E,G](#). Under this circumstance provisions of Section 2(b)(4) will be waived.

**Section 2.** For employees with a workweek with rotating days off, the workweek will consist of one-hundred sixty-eight (168) consecutive hours. This schedule shall meet with management approval for appropriate staffing levels. Only one (1) alternate schedule shall be in operation in the nursing service at any one time.

**Section 3.** If an eligible employee is required to work two (2) consecutive shifts he/she shall be paid overtime for the full second shift regardless of the calendar day in which it is worked.

**Section 4.** Employees who are not relieved from their work assignments for eating shall have such time counted as hours worked.

**Section 5. Cleanup Time.**

(a) Whenever a job being performed or the material or equipment being used has caused an employee to become dirty, the employee shall be allowed a reasonable amount of time without loss of pay prior to any meal period or prior to the completion of their workday to clean themselves. Time for cleaning equipment shall be considered as part of the employee's workday.

(b) Portland Campus Only: Whenever an employee or his/her clothing becomes soiled during an accident or incident during the workday and that soiling is offensive, the employee shall be allowed time as soon as possible to clean himself/herself. No overtime shall accrue for such cleanup time.

**Section 6. Rest Periods.** The Institution shall provide each full-time employee with two (2) fifteen (15) minute rest periods during the workday. They should be scheduled near the middle of the work periods before and after scheduled meal periods and be scheduled to prevent critical understaffing. Whenever possible, employees should be allowed to take their rest periods away from their immediate work area. Under no circumstances will unused rest periods be accumulated and used to reduce work time. If an employee cannot be relieved for a rest break, that employee shall be allowed to take a break in the work area or near the work area without interruption except for emergencies.

**Section 7. Salem Campus Only.** Food service employees will be provided one (1) meal per shift at no cost.

**Section 8. Weekend Scheduling (LPNs) Salem Campus Only.** Licensed Practical Nurses will be scheduled for not more than seven (7) weekends, of which no more than two (2) will be successive, in a thirteen (13) week calendar quarter unless individual employees request in writing to work more weekends. LPNs who have volunteered to work more than seven (7) weekends in a quarter may withdraw such authorization upon four (4) weeks written notice in advance of the next quarter. Exceptions to this provision may occur in the event the

administrator of the Hospital or Outpatient Clinic declares a patient care emergency.

**ARTICLE 90.2G--WORK SCHEDULES**

(BMRC)

**Section 1.** For employees with a workweek with fixed days off, the workweek shall begin at 12:01 a.m., Sunday and end at 12:00 midnight the following Saturday. All full-time employees shall be placed on a regular schedule of five (5) consecutive days of work and two (2) consecutive days off, except where an alternate schedule is necessary to meet the operating needs of the Institution or Facility, including but not limited to vacation relief assignments, Recreation Specialists or Rehabilitation Therapists, and to fill vacant positions during the job bidding process, or where an alternate work schedule is mutually agreed to by the majority of employees affected and the Institution or Facility. The Employer maintains the right to change days off. However, when such a change occurs, the employee may request a lateral transfer pursuant to [Article 45.2C,E,G](#). Under this circumstance provisions of Section 2(b)(4) will be waived.

**Section 2.** For employees with a workweek with rotating days off, the workweek will consist of one-hundred sixty-eight (168) consecutive hours. This schedule shall meet with management approval for appropriate staffing levels. Only one (1) alternate schedule shall be in operation in the nursing service at any one time.

**Section 3.** If an eligible employee is required to work two (2) consecutive shifts, he/she shall be paid overtime for the full second shift regardless of the calendar day in which it is worked.

**Section 4.** Employees who are not relieved from their work assignments for eating shall have such time counted as hours worked.

**Section 5. Cleanup Time.**

(a) Whenever a job being performed or the material or equipment being used has caused an employee to become dirty, the employee shall be allowed a reasonable amount of time without loss of pay prior to any meal period or prior to the completion of their workday to clean themselves. Time for cleaning equipment shall be considered as part of the employee's workday.

(b) Whenever an employee or his/her clothing becomes soiled during an accident or incident during the workday and that soiling is offensive, the employee shall be allowed time as soon as possible to clean himself/herself. No overtime shall accrue for such cleanup time.

**Section 6. Rest Periods.** Agencies shall provide each full-time employee with two (2) fifteen (15) minute rest periods during the workday. They should be scheduled near the middle of the work periods before and after scheduled meal periods and be scheduled to prevent critical understaffing. Whenever possible, employees should be allowed to take their rest periods away from the immediate work area. Under no circumstances will unused rest periods be accumulated and used to reduce work time. If an employee cannot be relieved for a rest break, that employee shall be allowed to take a break in the work area without interruption except for emergencies.

## **ARTICLE 90.2H--WORK SCHEDULES**

(Pendleton Cottage)

**Section 1.** For employees with a workweek with fixed days off, the workweek shall begin at 12:01 a.m., Sunday and end at 12:00 midnight the following Saturday. All full-time employees shall be placed on a regular schedule of five (5) consecutive days of work and two (2) consecutive days off, except where an alternate schedule is necessary to meet the operating needs of Pendleton Cottage, including, but not limited to, vacation relief assignments. The Employer maintains the right to change days off.

**Section 2.** If an eligible employee is required to work two (2) consecutive shifts, he/she shall be paid overtime for the full second shift regardless of the calendar day in which it is worked.

**Section 3.** Employees who are not relieved from their work assignments for eating shall have such time counted as hours worked.

**Section 4. Cleanup Time.** Whenever a job being performed or the material or equipment being used has caused an employee to become dirty, the employee shall be allowed a reasonable amount of time, without loss of pay, prior to any meal period or prior to the completion of their workday to clean themselves. Time for cleaning equipment shall be considered as part of the employee's workday.

**Section 5. Rest Periods.** Pendleton Cottage shall provide each full-time employee with two (2) fifteen (15) minute rest periods during the workday. They should be scheduled near the middle of the work periods before and after scheduled meal periods and be scheduled to prevent critical understaffing. Whenever possible, employees should be allowed to take their rest periods away from their immediate work area. Under no circumstances will unused rest periods be accumulated and used to reduce work time. If an employee cannot be relieved for a rest break, that employee shall be allowed to take a break in the work area or near the work area without interruption except for emergencies.

**Section 6. Shift Assignments.** New or vacated shifts will be offered to staff on seniority in class prior to filling of any position. Employees may not be eligible if they have received discipline within the previous six (6) months, or have transferred within the previous nine (9) months. For night shift, at least half of the positions need to be filled by staff who have completed trial service. If there are not enough staff out of trial service to fill half the positions at night, the least senior staff with one (1) or more years of Pendleton Cottage experience, from day or swing shifts, will trade shifts with the night staff until the employee has completed the trial service period.

## **ARTICLE 90.2K--WORK SCHEDULES**

(OYA Administration and Field Services)

All full-time employees shall be scheduled for five (5) consecutive days of work and two (2) consecutive days off (defined as a minimum of sixty (60) consecutive hours) within the workweek, unless the employee agrees to a different workweek.

## **ARTICLE 92.2K--PROTECTED WORK TIME**

(OYA Administration and Field Services)

Protected work time shall be available to regional direct service staff when it is mutually agreed between the supervisor and the employee that it is necessary for the

employee to complete high priority work items without interruption from telephone or the public. If such time is agreed to be appropriate but cannot be made available to the employee, failure to complete that workload will not adversely affect the employee's performance evaluation.

## **ARTICLE 97.2A--SCHEDULING OF COMPENSATORY TIME OFF**

(OYA Youth Correctional Facilities and Camps)

**Section 1.** Subject to the operating requirements of the unit, an employee shall have his/her choice of compensatory time off. If two (2) or more employees in the same work unit request the same period of time off and that time off cannot be granted to all employees because of the operating requirements of the Institution and the matter cannot be resolved by agreement of the employees concerned, the matter shall be resolved in accordance with Section 2.

Employee must submit a written request for compensatory time off to management.

**Section 2.** If two (2) or more employees in the same first line supervisory work unit schedule a date to take compensatory time off more than thirty (30) days in advance, the most senior employee shall be granted the time off. If two (2) or more employees in the same first line supervisory work unit schedule compensatory time to be taken off at a date within thirty (30) days, the first employee requesting time off shall be granted the time off. Any employee who is eligible for overtime cash payment under [Article 32.2A--Overtime](#), and who has accumulated compensatory time off and who is subject to the Overtime Article and who cannot receive compensatory time off as provided in that Section because of the operating requirements of the Institution, shall receive cash. Those employees who are not eligible for cash payment for overtime shall be authorized time off to commence within thirty (30) days of request.

## **ARTICLE 97.2C,G,H--SCHEDULING OF COMPENSATORY TIME OFF**

(OSH, BMRC, Pendleton Cottage)

**Section 1.** Compensatory time off will be scheduled in the same manner as vacation. Where an employee is refused a request for compensatory time off and such schedules are not posted, the employee may request a copy of the affected schedules.

**Section 2.** When an employee accumulates compensatory time in excess of sixty (60) hours (except for LPNs at OSH who may accumulate one-hundred twenty (120) hours), the Institution or Facility may determine if such excess hours shall be paid in cash if FLSA-eligible or provide additional compensatory time accrual.

**Section 3.** The Institution or Facility will grant or deny compensatory time requests within a reasonable period of time. Requests will not be unreasonably denied. Grievances concerning this Section may only be pursued through the Agency level. This Section shall be effective only until the expiration of this Agreement and shall terminate at that time.

**Section 4.** Subject to the provisions of Articles 32 and 32.2C,G, Section 4(a) and the availability of funds, the Institution or Facility shall offer to pay employees for accumulated compensatory time. Such offer shall be on a

“first come, first served” basis, and will be made at least every six (6) months.

## **ARTICLE 97.2K--SCHEDULING OF COMPENSATORY TIME OFF**

(OYA Administration and Field Services)

Subject to the operating requirements of the Agency, the employee may take accrued compensatory time off for overtime earned following approval by his/her supervisor. If the Agency is unable to schedule time off, the Agency shall pay cash for the balance of the unused compensatory time. If two (2) or more employees request the same time off, and the matter cannot be resolved by agreement of the employees concerned, the employee having the greatest length of continuous service with the Agency shall be granted time off. This option shall only be used once in every twelve (12) months by an individual employee.

## **ARTICLE 100.2K--SECURITY**

(OYA Administration and Field Services)

**Section 1.** The Agency shall establish procedures to immediately and safely evacuate employees from the worksite whenever it is determined that there is a threat to personal safety, a hazard, or a disaster. An evacuation plan shall be posted in each work area in a location clearly visible to employees.

**Section 2.** Once the Agency deems it necessary to evacuate from any work location, the Agency must determine the location is safe before instructing and/or allowing employees to return to work. An employee or employees who refuse to return to work on the grounds that it is unsafe or might unduly endanger his/her health shall not be paid for lost time, unless the employee's claim is upheld. In no event shall a represented employee be required to enter an evacuated area for any purpose, prior to the time the location has been determined to be safe.

**Section 3.** Security arrangements shall be provided by the Agency in work areas where past records clearly indicate a need for security arrangements. These arrangements may include, but not be limited to, the use of Security Guards.

## **ARTICLE 101--SAFETY AND HEALTH**

**Section 1.** The Agency agrees to abide by standards of safety and health in accordance with the [Oregon Safe Employment Act \(ORS 654.001 to 654.295 and 654.991\)](#).

**Section 2.** The Agency agrees to comply with the provisions of [OAR 437-002-0161 Subdivision K, Medical Services and First Aid](#). The Agency shall provide first aid kits in all work areas which include the items listed in Oregon Occupational Health Rules. These kits shall be inspected periodically to insure their completeness.

**Section 3.** If an employee claims that an assigned job, vehicle, or equipment is unsafe or might endanger his/her health, and for that reason refuses to do the job or use the vehicle or equipment, the employee shall immediately give specific reason(s) in writing to his/her supervisor. If disputing the employee's claim, the supervisor will request an immediate determination by the Agency Safety Officer, or if none is available, by [Oregon Occupational Safety and Health Administration \(OROSHA\) of the Department of Consumer & Business Services](#), as to whether the job, vehicle or equipment is safe or unsafe. The supervisor will inform the employee of the disposition of the claim.

**Section 4.** Pending the disposition of the claim, the employee shall be given another vehicle or equipment or

other work. If no work is available, the employee shall be sent home. Time lost by the employee, as a result of refusal to perform work on the grounds that it is unsafe under Oregon Safe Employment Act standards, shall not be paid by the Agency unless the employee's claim is upheld by the Agency Safety Officer or the Department of Consumer & Business Services.

**Section 5.** As provided by [ORS 656.202](#), if in the conduct of official duties an employee is exposed to serious communicable diseases or hazardous materials which would require immunizations or testing, or which result in an illness or disability, the employee should file a workers' compensation claim for costs associated with the exposure, illness or disability. Time for immunizations or testing for an employee who is exposed to a serious communicable disease on the job, and which is not covered by the employee's workers' compensation claim, shall be considered regular work activity. Immunizations or testing required by the Agency will be paid by the Agency without cost to the employee and without deduction from accrued sick leave. Where immunization or testing shall prevent or help prevent such disease from occurring, employees shall be granted accrued sick leave for the time off from work required for the immunization or testing.

**Section 6.** Employees shall be informed of any toxic or hazardous materials in the workplace in accordance with [OAR 437-002-0360 29 CFR 1910.1200](#).

**Section 7.** The Employer is committed to a violence-free work environment and will take appropriate measures to promote a safe work environment, pursuant to agency or the statewide [Violence-Free Workplace Policy \(50.010.02\)](#) whichever is appropriate.

**Section 8.** The Employer is committed to taking appropriate measures in creating and maintaining a professional workplace that is respectful, professional and free from inappropriate workplace behavior, pursuant to Agency or the statewide [Maintaining a Professional Workplace Policy \(50.010.03\)](#) whichever is appropriate.

## **ARTICLE 101T--SAFETY AND HEALTH**

(Temporary Employees)

The Agency agrees to abide by standards of safety and health in accordance with the [Oregon Safe Employment Act \(ORS 654.001 to 654.295 and 654.991\)](#).

## **ARTICLE 101.2--SAFETY AND HEALTH**

(Institutions Coalition)

**Section 1.** Required equipment, proper safety devices, and clothing shall be provided at no cost to the employee by the Institution or Facility for all employees engaged in work where such devices are required by the [Oregon Safe Employment Act \(ORS 654.001 to 654.295 and 654.991\)](#). Such equipment, where provided, must be used.

### **Section 2.**

(a) Any Union Steward, upon identification and submission of a safety practice problem, may request and shall be scheduled to meet with the appropriate Institution or Facility representative to review the specific safety concerns. The Institution or Facility shall investigate the safety practice/concern and report its findings to the Union Steward within fifteen (15) calendar days. The Steward will be permitted to attend such meetings with pay. No overtime will accrue as a result of this provision. Any other employee may, at any time, submit written suggestions to the Institution or Facility

Safety Officer or Representative concerning maintenance of safe and secure working conditions.

- (b) Any existing Health/Safety Committee with bargaining unit members shall continue in effect with the Union appointing the bargaining unit representative.

### **Section 3.**

At the discretion of the Union, a Union staff member or Steward may accompany the Institution or Facility or DCBS representative conducting the safety inspection. The Steward shall receive paid release time from his/her regular duties if such inspection occurs on his/her regularly scheduled work time.

**Section 4. Evacuations.** Whenever the Institution or Facility determines that evacuation is necessary, procedures shall be followed in which represented employees shall be assigned responsibility for the immediate and safe evacuation of employee(s) and/or client(s) in an orderly manner from any location in or near where such employees may be required to perform their employment. The Institution or Facility must determine the location is safe before instructing and/or allowing employees to return to work in that area with the exception of employees whose assigned duties include such determination. When such duties are assigned, adequate training shall be provided prior to assumption of duties.

**Section 5. Potential Health Risks.** The Institution or Facility shall make available for review a list of known harmful or toxic substances such as cleaning agents, pesticides, and medications with which represented employees come in contact.

**Section 6. Video Display Terminals.** Employees working in word processing centers who are required to continuously view video display terminals (VDT) or cathode ray tubes (CRT) for periods not less than two (2) hours shall be guaranteed a fifteen (15) minute rest break during the middle of each half of a full-time workshift.

**Section 7.** Each Institution or Facility shall establish and maintain an infectious disease control program that deals with all infectious diseases which employees could contract in the course of their employment.

**Section 8.** Each Institution or Facility agrees to provide ongoing notice of safety procedures within their facility, training programs to ensure that these procedures are known and followed, and required equipment and supplies needed to conform with adopted safety procedures.

**Section 9.** If a staff has a safety concern over the placement of a client at a Facility, they may raise the issue with their immediate supervisor.

(See also Institutions Coalition Letter of Agreement [101.2C-99-40](#) in Appendix A.)

## **ARTICLE 101.2K--SAFETY AND HEALTH**

(OYA Administration and Field Services)

**Section 1.** Proper safety devices and clothing shall be provided by the Agency for all employees engaged in work where such devices are necessary to meet the requirements of the Department of Consumer & Business Services (DCBS). Such equipment, where provided, must be used. Protective clothing and safety devices shall remain the property of the Agency and shall be returned to the Agency upon termination of employment.

### **Section 2. Medical Facilities.**

Space shall be designated to permit an ill or injured employee to lie down until disposition of need. Cots, beds,

stretchers, or pads are acceptable for this purpose. Space shall not be used for a storage area or any other purpose that would make it unavailable for immediate use in rendering first aid care.

## **ARTICLE 102.2--HOSTAGE TAKING**

(Institutions Coalition)

**Section 1.** Any employee taken hostage during the performance of work shall immediately thereafter be permitted to receive reasonable time off in order to recover from any physical or psychological disability caused by the action. If the absence extends beyond one (1) day (twenty-four (24) hours), the period of time necessary for purposes of readjustment shall be determined by the employee's physician, psychiatrist, or, upon physician referral, psychologist.

**Section 2.** Such leave shall be charged against any accumulated time the employee has earned; however, where an employee is receiving compensation through Workers' Compensation or other victim compensation relief, such charges will be made on a pro-rata basis not to exceed the employee's regular salary.

## **ARTICLE 102.2K--HOSTAGE TAKING**

(OYA Administration and Field Services)

**Section 1.** Any employee, during the performance of his/her work, who is seized and detained by force or threat, shall be allowed reasonable time off immediately after the incident to recover from any physical or psychological disability caused by the action. Any period of time beyond one (1) day necessary for purposes of readjustment shall be determined by the employee's physician or psychiatrist subject to verification by a physician or psychiatrist of the Agency's choice.

**Section 2.** Such leave shall be charged against any accumulated time the employee has earned; however, where an employee is receiving compensation through Workers' Compensation or other victim compensation relief, such charges will be made on a pro-rata basis not to exceed the employee's regular salary.

## **ARTICLE 103.2--SENSITIVE AND DIFFICULT**

**CLIENTS** (Institutions Coalition)

**Section 1.** The Institution or Facility will maintain a notification system for support services employees concerning clients regularly assigned to the work area who have severe medical disorders or are identified by management as particularly hazardous to themselves or others.

**Section 2.** The Institution or Facility shall provide opportunities for instruction in self-protection and restraint of difficult clients to those employees regularly supervising or working with clients.

**Section 3.** If an employee suffers significant physical abuse from a client, the employee shall immediately report the incident to his/her supervisor. In the absence of the supervisor, the incident shall be reported immediately to an excluded supervisor or safety officer. The supervisor shall take appropriate action as soon as possible. The employee shall not be disciplined solely for having reported the incident.

### **Section 4.**

- (a) If an employee is required to transport a client identified by the Institution or Facility as having a

severe medical disorder or particularly hazardous to himself or others, the employee may request and management shall provide either:

- (1) Another person to accompany the employee; or
  - (2) Appropriate security equipment.
- (b) If an employee is required to transport a client who cannot be left alone on a trip longer than four (4) hours and the method of transportation is not public transportation, the employee may request and management shall provide:
- (1) Another person to accompany the employee; or
  - (2) Appropriate security equipment.

#### **ARTICLE 103.2K--SENSITIVE AND DIFFICULT CLIENTS** (OYA Administration and Field Services)

**Section 1.** An employee who is required to be in contact with sensitive or difficult clients, clients with severe mental disorders, or other persons related to the case who have potential for violent or dangerous actions, may express his/her concerns to the supervisor. The supervisor and the employee will assess the client's past history and potential for violent or dangerous actions. If the supervisor and employee find some indication that the client could become violent or dangerous, the supervisor and employee will develop a plan of working with the client which provides reasonable protection for the employee.

**Section 2.** All employees who are required to be in contact with clients who are deemed sensitive, difficult, violent, or who have severe mental disorders, shall be informed of such problems in advance of contact with the client, if a prior history of difficulty has been documented in the case record or information was received from an outside source.

**Section 3.** When a problem of abuse or harassment by a client has occurred, the employee shall immediately report the incident to his/her supervisor. In the absence of the supervisor, the incident shall be reported immediately to the next higher level supervisor. The supervisor shall take appropriate action to aid and insure the safety of the employee.

**Section 4.** If any employee is required to transport a difficult client, the employee may express his/her concerns to the responsible supervisor. The responsible supervisor and the employee will assess the client's past history and potential for violent or dangerous actions. If the supervisor finds indication that the client could become violent or dangerous, the employee shall be assigned another person to accompany the employee and/or be provided with an appropriate automobile if available.

#### **ARTICLE 104.2--MEDICAL FACILITIES** (Institutions Coalition, except OYA Administration and Field Services)

The Institution or Facility shall provide designated area(s) for ill or injured employees to rest or lie down in privacy. Such areas shall be appropriately furnished and shall not be used for a storage area or any other purpose that would make it unavailable for immediate use.

#### **ARTICLE 106--LABOR-MANAGEMENT COMMITTEES**

**Section 1.** To facilitate communication between the Parties, joint Labor-Management Committees may be established at the Agency level by mutual agreement of the Union and the Agency Administrator and the Department of

Administrative Services. The Committees shall take steps to ensure consistency with the Collective Bargaining Agreement.

The Committees shall be on a meet-and-confer basis only and shall not be construed as having the authority nor entitlement to negotiate. The Committees shall have no power to contravene any provision of the Collective Bargaining Agreement, nor to enter into any agreements binding on the Parties to this Agreement or resolve issues or disputes surrounding the implementation of the Contract. Matters which may require a Letter of Agreement shall not be implemented until a Letter of Agreement has been signed by the Labor Relations Unit and the Executive Director of the SEIU Local 503, OPEU.

No discussion or review of any matter by the committees shall forfeit or affect the time frames related to the grievance procedure. Matters that should be resolved through the grievance and arbitration procedure shall be handled pursuant to that procedure.

At the conclusion of each fiscal year, the Parties shall discuss the concept of Labor-Management Committees and whether they should be modified, continued, or discontinued.

**Section 2. Composition.** Any Agency Committee shall be composed of three (3) employee members appointed by the Union and three (3) members of management unless mutually agreed otherwise. An Agency and the Union may mutually agree to establish joint subcommittees.

Staff representatives of the Labor Relations Unit and the SEIU Local 503, OPEU may render assistance to a committee in procedural and substantive issues as necessary to fulfill the objectives of this Article and may participate in such meetings.

**Section 3. Meeting Schedule.** Committees shall meet when necessary, but not more than once each calendar quarter, unless mutually agreed otherwise.

#### **Section 4. Pay Status.**

(a) Agency employees appointed to the Agency Committee shall be in pay status, during time spent in Committee meetings, as well as travel from their worksite to the meeting and back, unless prior authorized to initiate travel from home. Time spent outside of the employees' scheduled working hours will be unpaid. Approved time spent in meetings shall neither be charged to leave credits nor considered as overtime worked. By mutual agreement, subject to the operating needs of the Agency, employees may attend meetings in person, via telephone or videoconferencing. The Union will be responsible for all other employee expenses related to lodging and/or travel.

(b) Agencies, upon request, will adjust their current scheduled time of the Agency's Statewide Labor-Management Committee meeting by up to thirty (30) minutes so the Union Committee members can meet prior to the commencement of the joint meeting. This language shall not preclude the Agencies from granting more than thirty (30) minutes preparation time or from granting preparation time for regional committees.

(c) Upon mutual agreement, the parties will identify and use available resources to provide joint training about the intent and conduct of Labor-Management Committees for the Agency's Statewide Labor-Management Committee. This training will be on paid

work time if provided during the employee's regular work schedule, or if the Employer approves a work schedule change, including shift trades, without penalty payment pursuant to [Article 40--Penalty Pay](#). The Parties will jointly coordinate the training to jointly determine the curriculum.

- (d) Employees are expected to timely report back to their worksite following the end of the meeting and related travel time. Otherwise, employees may temporarily adjust their schedule or request time off as long as such request is made in advance and approved by their immediate supervisor or designee.
- (e) The UBP code should be used to record the time taken pursuant to this article.

#### **ARTICLE 106.2A,K--LABOR-MANAGEMENT**

##### **COMMITTEES** (OYA Youth Correctional Facilities and Camps, OYA Administration and Field Services)

If the Agency and Union agree to establish joint committees at the institution or Agency level to improve work processes and efficiencies, the following guidelines will be employed:

- (a) Such Committee members who are also members of the bargaining unit shall be selected by bargaining unit members.
- (b) Such Committees will be composed of equal numbers of bargaining unit and management services members unless mutually agreed to otherwise.
- (c) Employees appointed to the joint Labor-Management Committees at an Institution shall be in pay status during time spent in committee meetings, provided the meetings occur during regularly scheduled duty time. Approved time spent in meetings shall neither be charged to leave credits nor considered as overtime worked. Appointed employees may choose to attend these meetings on their own time.
- (d) The Committees shall not be construed as having the authority or entitlement to negotiate or contravene any provision of the Collective Bargaining Agreement. Matters which may require a Letter of Agreement shall not be implemented until a Letter of Agreement has been signed by the Labor Relations Unit, Department of Administrative Services, and the Executive Director of SEIU Local 503, OPEU.

#### **ARTICLE 106.2C--LABOR-MANAGEMENT**

##### **COMMITTEE** (OSH)

The parties agree to re-establish one (1) central Labor-Management Committee as outlined in [Article 106--Labor-Management Committees](#). The purpose is to address issues of mutual concern, such as work processes and efficiencies. The Committee will be composed of equal numbers of bargaining unit and management services members, unless mutually agreed to otherwise. Each side shall select their own representatives.

Employees appointed to the Labor-Management Committee shall be in pay status during travel to and from the meeting, as well as time spent in Committee meetings, provided the meetings occur during regularly scheduled duty time. Approved time spent in meetings shall neither be charged to leave credits nor considered as overtime worked. Appointed employees may choose to attend these meetings on their own time.

The meetings will occur monthly, unless mutually agreed otherwise.

The Committee shall not be construed as having the authority or entitlement to negotiate or contravene any provision of the Collective Bargaining Agreement. Matters which may require a Letter of Agreement shall not be implemented until a Letter of Agreement has been signed by the Labor Relations Unit, Department of Administrative Services, and the Executive Director of SEIU Local 503, OPEU.

The parties agree to participate in training from the Employment Relations Board, or other training resource as available and mutually agreed upon. Further, the parties agree to utilize the process and designated trainer to develop a Labor-Management Committee Mission Statement and Ground Rules. Both parties will designate a representative to coordinate arranging the training as soon as practicable following Tentative Agreement on this provision.

The first issue for this Committee will be to work on the restructuring of the existing Labor-Management Committee.

OSH and the Union may also mutually agree to establish joint sub-committees to improve labor-management relationships, work processes, efficiencies, or other issues of concern. Such joint sub-committees will be:

- (a) Composed of equal numbers of bargaining unit and management members unless mutually agreed otherwise;
- (b) Accountable and report to the central Labor-Management Committee;
- (c) Reviewed annually by the central Labor-Management Committee to determine whether they should be modified, continued or discontinued; and
- (d) Subject to the provisions of [Article 106--Labor-Management Committees](#).

#### **ARTICLE 107--JOB PROTECTION FOR ON-THE-JOB ILLNESS OR INJURY**

**Section 1.** The State and the Union agree to jointly work to reduce the incidence of on-the-job injuries through health and safety programs and to reduce the unemployment and costs associated with on-the-job injuries through a combination of light-duty assignments, worksite modification programs, and expanded return-to-work opportunities.

Each state Agency agrees to meet annually with select representatives from the Union on paid time to review the frequency and type of on-the-job injuries sustained in the Agency, status of worksite modification requests, and to mutually develop training programs to reduce the incidence of work-related injuries. Ultimate decisions on training programs and costs are the prerogative of management. However, the State commits to provide existing resources to develop and staff such programs.

**Section 2.** An employee who has sustained a compensable injury or illness shall be reinstated to his/her former employment or employment of the employee's choice within the Agency, which the Agency has determined is available and suitable upon demand for such reinstatement, provided that the employee is not disabled from performing the duties of such employment. If a position is not available and suitable within the Agency, the employee will be provided employment in another Agency, provided a vacant position exists where the returning

worker meets the minimum qualifications and special requirements and the position is intended to be filled.

Any worker, whether covered by this Agreement at the time of injury or not, will be eligible for placement into Agencies covered herein after all filling of vacancies provisions of this Agreement have been completed. Temporary reassignments across bargaining unit lines will not impact representation status.

The State will comply with applicable statutes in administering this Article.

**Section 3.** Certification of a duly licensed physician that the physician approved the employee's return to his/her regular employment shall be prima facie evidence that the employee should be able to perform such duties.

**Section 4.** Upon request of the Agency, an employee shall furnish a certificate as defined in Section 3, concerning his/her condition and expectation for a date of return to active employment. Any employee who has been released for return to active employment must immediately, but no later than the seventh (7<sup>th</sup>) calendar day following the date the worker is notified by the insurer or self-insured employer by certified mail that the worker's attending physician has released the worker for employment, notify his/her supervisor, personnel officer, or someone in management who has authority to act on this demand, of his/her status and that he/she is available to return to work. Extenuating circumstances may extend the requirement for timely notice. An employee who fails to provide timely notice of his/her status shall be considered to have voluntarily terminated his/her employment.

Employees released by their physician for light or limited duty are eligible for modified work consistent with the physician's certification of the worker's capabilities, the Agency's ability to construct duties and availability of work. However, to be eligible for possible light duty or modified work, the employee must, where reasonable to do so, keep in regular contact with the Employer beginning with the day following the injury or illness. This assignment of work is temporary and is established through discussions with the physician as to the prognosis of when the employee will be able to return to his/her full range of duties.

Since duties will be tailored based on a physician's statement of types of light or limited duties the injured employee can do, these duties may overlap various state classifications and may change the essential duties performed by other employees who will suffer no economic detriment due to these temporary work changes. All reasonable efforts will be made to avoid disruption to existing staff, e.g., filling usable vacancies prior to altering the duties of incumbents.

This is a temporary, modified return-to-work plan, to be reviewed every thirty (30) days and may be terminated when warranted by physicians' statements or light duty is no longer required or can no longer be made available. The return of injured workers shall be exempt from [Article 45](#). Concerning the injured worker, light duty assignments can be made without regard to the requirements of [Article 26](#), [Section 10](#), and [Articles 80, 81, 85, and 90](#), and including all coalition language within these Articles, except where specific work assignments have been designated for return of injured workers.

Although duties of non-injured staff may be temporarily (not to exceed six (6) months) changed, such change may not give rise to a claim under the Articles listed above.

However, days off and shifts of permanent full-time employees shall not be affected by this program.

**Section 5.** The Employer will cooperate with the Workers' Compensation Program in the modification of work or work stations in order to accommodate employees permanently disabled as a result of a work-related injury or illness.

**Section 6.** When an employee is injured on the job and suffers time loss greater than fifteen (15) days, the Employer shall refer the employee to appropriate sources for explanation of his/her rights and obligations related to medical, retirement, and Workers' Compensation benefits. A letter to the employee's last address of record shall constitute proper referral.

**Section 7.** All reassignments under this Article will be made in a manner to keep the injured employee at or near his/her official place of employment. No reassignments under this Article will require such employee to travel more than thirty-five (35) miles or the distance of his/her regular commute, whichever is greater.

## **ARTICLE 108--VIDEO DISPLAY TERMINALS**

**Section 1.** Whenever any new piece of VDT equipment is purchased from outside of State government, the Agency will follow the Department of Consumer & Business Services guidelines on VDTs as they pertain to that piece of equipment. When an Agency buys used equipment, then it will make every effort to comply with Department of Consumer & Business Services guidelines. If it is not able to do so, then any Union Steward, upon identification and submission of a VDT safety practice problem, may request and shall be scheduled to meet with the appropriate management representative to review the specific safety concerns.

Glare screens will be provided upon request. The Employer will provide safe operation instructions when new equipment is installed. VDTs will be cleaned and inspected as needed to ensure proper operation.

**Section 2.** The Agency will inform employees if it is using computer monitoring. Notice will include what is being monitored and its intended use.

**Section 3.** The Agency will not use subliminal software.

**Section 4.** The Employer and the Union agree that employees who are assigned full-time to continuously operate video display terminals (VDT) or cathode ray tubes (CRT) can be more productive if provided short periods of assignment to other duties throughout the workshift. Subject to operational needs, managers will arrange other work assignments so as to provide ten (10) minutes of relief for each hour worked at a VDT or CRT.

**Section 5.** Upon request, employees who operate a VDT or CRT shall be provided available wrist rests for trial usage. If the wrist rest is determined to be beneficial a permanent wrist rest will be assigned to the station.

## **ARTICLE 121T--EDUCATION, TRAINING, AND DEVELOPMENT** (Temporary Employees)

Mandated training time is considered work time.

## **ARTICLE 121.2--EDUCATION, TRAINING, AND DEVELOPMENT** (Institutions Coalition, except OYA Administration and Field Services)

**Section 1. Career Advancement.** The Employer shall make every reasonable effort to promote the continuing education, training, and upgrading of employees in areas



that are job-related. Furthermore, the Employer shall make every reasonable effort to meet personnel needs through career development to prepare for career advancement.

**Section 2.** It is recognized that training cannot always be conducted at times convenient to all employees involved. Oregon State Hospital will, however, make a good faith effort to offer options for an employee to complete required trainings at a time conducive to his/her work schedule. The scheduling of training sessions conducted by the Institution or Facility shall consider the personal circumstances of the employee to be involved as far as is practicable and will provide affected employees with five (5) working days advance notice of training if the training will be outside the employee's normal working hours. Employees will be provided training in accordance with the Institution or Facility's Annual Training Plan, designed to accomplish the objectives for which the Institution or Facility is budgeted. Notice of availability of conferences shall be posted, provided the Institution or Facility receives such notices, in pre-designated areas sufficiently in advance to allow employees to plan to apply for such opportunities.

**Section 3.** New employees shall be provided orientation to the Institution or Facility and to their specific job functions within thirty (30) days of employment.

**Section 4.**

- (a) When required by the Employer to attend classes or conferences related to the employee's current classification or for developmental purposes, whether during working hours or not, the employee shall be granted leave with pay if the training occurs during employee's regular work hours. If training occurs outside the employee's regular work hours, his/her schedule may be adjusted without penalty. The Employer shall pay tuition, fees, and charges related to the required training.
- (b) Subject to operating requirements and if occurring during the employee's regular work hours, the employee shall be granted leave with pay for classes or conferences related to the employee's current classification or developmental purposes for which the Institution or Facility may pay tuition, fees, and charges. Where attendance must be limited due to operating requirements, such opportunities shall be distributed as equitably as possible among employees requesting such opportunity. The Employer will determine the job-relatedness of such training. Time spent in training beyond the normal work schedule shall not be counted as time worked for any purpose including overtime.
- (c) When an employee voluntarily requests training, education, etc., that is not directly job-related, regardless of whether the Agency agrees to pay for all or part of the expenses associated with such training, time spent in this training will not count as time worked for any purpose including overtime.

**Section 5.** Employees who need training to perform tasks required by the Institution or Facility as a result of an involuntary change in assignment or workload shall be afforded the opportunity to attend job-related classes offered by the Institution or Facility, in lieu of their regular duties, without loss of pay or benefits.

**Section 6. Developmental Opportunities.** The Institution or Facility may provide developmental assignments and job rotation assignments. Employees in these assignments retain their permanent position

classifications, remain on the Institution or Facility payroll, retain the representation status of their permanent positions while on the assignments (except for assignments in supervisory, managerial or confidential positions), and return to their permanent positions on completion of the assignment.

An employee filling a developmental assignment or job rotation assignment expected to last more than thirty (30) days shall be informed in writing at the time of the assignment of its anticipated term.

Employees participating in developmental and job rotation assignments will continue to receive compensation at the rate of their permanent position and shall continue to accrue rights and benefits related to their permanent position.

**Section 7.** Notification of positions available for underfill shall be posted in the appropriate work area. An employee who is underfilling a position shall be informed in writing at the time of the assignment 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 meeting the requirements for the allocated level of the position, the employee shall be reclassified.

**Section 8.** Each new employee hired under any circumstance to work directly with clients shall receive eight (8) hours of training in patient/client control procedures in order to be able to defend themselves and others from attacks in a manner that will minimize the harm to themselves or the attacker. This training will be completed within the first thirty-one (31) calendar days of employment.

**Section 9.** On an annual basis, the Institution or Facility agrees to offer training in areas related to safety in the workplace (e.g., self-defense and preventing and managing aggressive behavior) and other areas as deemed appropriate by the Institution or Facility. Additionally, education on blood-borne diseases (AIDS and Hepatitis-B) will be updated annually.

(See Letter of Agreement [121.00-99-41](#) in Appendix A.)

**ARTICLE 122.2A--UNIFORMS, PROTECTIVE CLOTHING, AND TOOLS**

(OYA Youth Correctional Facilities and Camps)

**Section 1.** The Institutions shall continue to provide coveralls, aprons, lab coats, and shop coats at the current level for the life of this Agreement. The Institutions shall also provide rain gear for all employees required to work out in the rain.

**Section 2.** The Institution shall process the claim of an employee whose personal clothing or effects are damaged in the pursuit of his/her duties, not as a result of his/her carelessness or negligence, within ten (10) calendar days of receipt of the completed claim pursuant to [ORS 179.210-250](#).

**Section 3. STRIKEABLE UNIT ONLY.** If the Institution, as a condition of employment, requires that uniform clothing of a distinctive design or fashion be worn by certain employees, the Institution shall either provide said uniform clothing or shall provide clothing reimbursement to a maximum of one-hundred fifty dollars (\$150.00) per year. This Section shall not apply to items normally provided by employees in accordance with comparable industry practice.

**Section 4. NON-STRIKEABLE UNIT ONLY.** If the Institution, as a condition of employment, requires that

uniform clothing, shoes or boots of a distinctive design or fashion be worn by certain employees, the Institution shall either provide said uniform clothing, shoes or boots, or shall provide clothing reimbursement to a maximum of two-hundred dollars (\$200.00) per year. This Section shall not apply to items normally provided by employees in accordance with comparable industry practice.

#### **ARTICLE 122.2C--PROTECTIVE CLOTHING, AND TOOLS (OSH)**

Protective clothing shall remain the property of the Agency and shall be returned to the Agency upon termination of employment. Color, type, and quality of protective clothing shall be determined by the Agency. Damage to protective clothing judged by the Agency to need replacement will be replaced by the Agency. Protective clothing, or protective devices lost or damaged as a result of negligence of the employee will be replaced by the employee. Protective clothing or protective devices may not be used for personal reasons.

Rain gear and protective footwear will be provided to Ground Maintenance Workers 1 and 2, and Equipment Operators.

#### **ARTICLE 123--INCLEMENT OR HAZARDOUS CONDITIONS**

##### **Section 1. Notifications.**

- (a) The Employer/Agency designated official(s) may close or curtail offices, facilities, or operations because of inclement or hazardous conditions. The Employer/Agency will announce such closure or curtailment to employees no later than 5:00 a.m., and may accomplish this through pre-designated internet web sites, telephone trees, radio stations and/or television media. The Agency shall notify employees of these designations and post the notices on Agency bulletin boards by November 1<sup>st</sup> of each year. Notifications do not apply to employees who are required by the Employer/Agency to report to work. Employees required to report to work shall be notified of this designation no later than November 1<sup>st</sup> of each year. Such designations may be modified with two (2) weeks advance notice to the affected employee(s).
- (b) Where the Employer/Agency has announced a delayed opening pursuant to Section 1(a), employees are responsible for continuing to monitor the reporting sites for updated information related to the delay or potential closure.

**Section 2.** Employees who are required to report to work by the Employer/Agency shall be in leave without pay status if absent, unless otherwise on authorized leave. If an employee shows up within two (2) hours of their scheduled shift, subject to operating requirements and supervisory approval, they may make up the work time missed during the same workweek, provided work is available. For purposes of [Article 58](#), an employee may use up to four (4) hours, as needed, of appropriate accrued leave to meet the eligibility requirements of Article 58, Section 3.

##### **Section 3. Fair Labor Standards Act (FLSA) Non-Exempt Employees.**

- (a) When the Employer/Agency notifies employees not to report to work pursuant to Section 1, the following applies:

(1) Non-exempt employees shall not be paid for the period of the closure. However, employees shall be allowed to use accrued vacation, compensatory time off, personal leave or leave without pay for the absence(s).

(2) A non-exempt employee arriving at work after the Employer/Agency has announced a closure or curtailment of operations shall be directed to leave work and shall not be paid for the remainder of the shift unless utilizing accrued leave as described above.

(3) In instances where an employee is not observed upon arrival and actually begins work at his/her workstation that employee shall be entitled to pay for all actual hours worked until sent home.

(4) If an employee's scheduled reporting time and his/her arrival is within two (2) hours of the notice of closure, he/she shall be paid for two (2) hours at the straight-time rate of pay.

- (b) When the Employer/Agency fails to notify employees not to report to work, pursuant to Section 1, FLSA Non-Exempt employees who arrive to start their scheduled shift within two (2) hours of notice of closure shall be paid for two (2) hours at the straight time rate of pay.

**Section 4. FLSA-Exempt Employees.** Pursuant to the FLSA, an exempt employee shall be paid for the workshift. An FLSA-exempt employee may be required to use paid leave where the closure applies to that employee for one (1) or more full workweek(s).

**Section 5.** When in the judgment of the Employer/Agency, inclement or hazardous conditions require the closing of the workplace following the beginning of an employee's workshift, the employee shall be paid for the remainder of his/her workshift.

**Section 6. Alternate Worksites.** Employees may be assigned or authorized to report to work at alternative worksites or with prior approval from their supervisor may work from home and be paid for the time worked.

**Section 7. Late or Unable to Report.** Except as provided for in Section 2 of this Article, where the Agency remains open and an employee notifies his/her supervisors that he/she is unable to or will be late in reporting for work due to inclement or hazardous conditions, the employee shall use accrued vacation leave, compensatory time off, personal leave, or leave without pay.

**Section 8. Employees on Pre-Scheduled Leave.** If an employee is on pre-scheduled leave the day of inclement or hazardous conditions, the employee will be compensated according to the approved leave.

**Section 9. Make-up Time Provisions.** Subject to Agency operating requirements and supervisory approval, employees who do not work pursuant to Section 3 and Section 7 of this Article may make up part or all of their work time missed during the same workweek. In no instance will time worked during the make-up period result in overtime, compensatory time, or premium payments being charged to the Agency.

**Section 10. Temporary Employees.** Non-exempt employees will be unscheduled from work and FLSA-exempt temporary employees will be in paid status for closures less than one (1) full workweek and unscheduled from work for closures more than one (1) full workweek under this Article unless the temporary appointment ends.

**ARTICLE 125--TECHNOLOGICAL CHANGE/  
RETRAINING**

**Section 1. Definition.** Technological change is defined as a change in equipment, particularly of an electronic or mechanized nature, which may have the result of reducing the number of bargaining unit employees, reducing the required work hours of bargaining unit employees, and/or altering skill requirements for job positions within the bargaining unit.

**Section 2.** The Parties support technological advancement, recognizing that it is necessary to ensure an expanding economy. Similarly, the Parties recognize that job displacement, occupational shifts, and employee working conditions may be adversely affected by the introduction of new technology. To reconcile these conflicting realities, the Parties agree to the following:

- (a) The Employer agrees to give the Union sufficient advance notice of anticipated technological changes which will have a substantial impact on the manner in which job duties of a significant number of employees are performed so that it can review such changes and evaluate the impact on bargaining unit members. With this notice, the Employer shall inform the Union of whether and to what extent it anticipates that the changes will displace employees, cause a reduction in work hours, cause a change in skill requirements, or result in the fragmentation of existing jobs.
- (b) An ad hoc Union/Management Technological Change Committee, composed of three (3) persons from the Union and three (3) persons from management, shall be established for the purposes of reviewing the technological change and its impact on the working conditions of bargaining unit members.
- (c) The Employer agrees to meet with the Union to discuss the Committee's findings and recommendations and it agrees to make every good faith effort to reduce the detrimental effects of technological change on bargaining unit members.
- (d) Should a regular status employee become displaced, the Agency shall offer Subsection (1) or (2) under the following conditions:
  - (1) Subject to funding, Agency needs, employee interests and ability, and scheduling, the Agency will provide retraining.
  - (2) Should a regular status employee become displaced as a result of technological change, the Agency shall make a reasonable effort to place the affected employee into another position in the Agency or other Agencies in State government.

**ARTICLE 127.2A--NOTIFICATION**

(OYA Youth Correctional Facilities and Camps)

**Section 1.** Upon request of the Union, the Institution will furnish to it a statement of its rules or policies on employment relations matters, any specific rule or policy or any information on personnel actions in which the Union has an appropriate interest.

**Section 2.** All records designated as public records by law and rule shall be open to inspection of the Union during regular office hours.

**Section 3.** In order for the Parties to be as informed as possible on matters for collective bargaining, either Party shall furnish or make available to the other, upon request, such specific personnel records or files as they possess

and which are pertinent to a matter for negotiation of which the Party has given notice. Articles which are classed as confidential under law or rules of the Labor Relations Unit shall not be made available.

**ARTICLE 127.2C,G,H--NOTIFICATION**

(OSH, BMRC, Pendleton Cottage)

The Institution or Facility will provide the employees with two (2) copies of any letter of dismissal, demotion, reduction in pay, or suspension for disciplinary reasons. The Institution or Facility will inform the employee that he/she may provide a copy of the letter to the Union if he/she chooses to do so.

**ARTICLE 129.2C,G,H--POSITION IDENTIFICATION**

(OSH, BMRC, Pendleton Cottage)

**Section 1.** The Institution or Facility shall maintain in the Personnel Department such records as are necessary to show the number and classification of positions in the Institution or Facility assigned to each department or unit and the classification of each assigned employee. Positions which are underfilled for training purposes shall be designated on the record. The Union may examine this record, upon request, during normal business hours.

**Section 2.** An area roster shall be maintained and posted in each three-shift operation work area showing the shift, incumbent employee, and days off. This roster will be updated on a yearly basis, at the time of major reorganization or upon significant turnover.

**ARTICLE 130--PROFESSIONAL RECOGNITION**

At the request of an employee who was the primary author of a manual, manuscript, or other similar major publication for which he/she would like to receive recognition, the Agency agrees to provide appropriate individual recognition on the manual, manuscript, or other similar major publication.

**ARTICLE 132--CRIMINAL RECORDS CHECK**

**Section 1.** Except as provided by Governor's executive order or state or federal law as implemented by Agency rule or policy, the Employer will not require a criminal records check on any current employee in his or her current position if the requirement was not in place when the employee was appointed to the position. Agencies will send Agency rules, policies, and subsequent changes to SEIU Headquarters. Upon notification, the Union may exercise its rights pursuant to [Article 5](#) of this agreement as it applies to changes in Agency rule or policy implementing Governor's executive orders or state or federal laws regarding criminal records check requirements.

**Section 2. Position Descriptions and Recruitment Announcements.**

If a criminal records check is required for a position, such requirement shall be included in the recruitment announcement. As a position description is revised, the requirement for a criminal records check shall be included, however this does not apply where all agency positions require a criminal records check.

**Section 3. Determination in Current Position.**

- (a) If an employee is found to be unfit for his/her current position based on a new criminal records check and the Agency proceeds under [Article 20](#), the employee retains all [Article 20](#) rights.

- (b) If a regular status employee is determined to be unfit for his/her current position based on a new requirement, then the employee shall be notified of the determination and upon request will be informed of the information from the criminal record used in the determination. The employee will be provided options, including layoff.

**Section 4. Promotions, Transfers, and Voluntary Demotions.** If through a promotion, transfer, or voluntary demotion process a criminal records check is required and an employee is found to be unfit, upon request, the employee will be informed of the information from the criminal record used in the determination.

The appointment to the position will not be delayed. Fitness determinations based on information from the criminal record checks shall not be subject to the grievance/arbitration procedures.

**Section 5. Layoff/Recall.**

- (a) Layoff. In the event of a layoff, a criminal records check will not be required as a condition of employment, for displacing an employee from another job, bumping into another job, demotion to another job, or being recalled to a position, unless specified in the position description. If required, the employee will be notified before the criminal records check commences. Once notified, the employee can waive his/her right to that position and may displace the lowest seniority employee in a position where no criminal record check is required, pursuant to [Article 70](#) and the prioritization of his/her option(s) as previously communicated to the Agency.

If all positions in the Agency require a criminal record check, this information will be included in the notification of pending layoff given the Agency is not required to reflect the criminal record check in the position description.

- (b) Recall from Layoff. If in the recall process an employee is determined to be unfit for a position, upon request the employee will be informed of the information from the criminal record used in the determination. Any appointment to the recall position will be delayed until the conclusion of the meeting.

**Section 6.** Regardless of whether the fitness determination was based on an accurate or inaccurate criminal record, the employee may request a meeting to discuss the information from the criminal record used in the determination. Such discussion, if requested, shall be within five (5) working days of the notification. Upon the request of the employee, a Steward may accompany the employee during the meeting. In the event the fitness determination changes as a result of the information provided, the Agency will notify the employee in writing. If an employee is not satisfied with the results of the meeting, he or she may appeal the fitness determination as outlined in the Agency rule or policy.

**Section 7.** Fitness determinations based on information from the criminal record checks shall not be subject to the grievance/arbitration procedures, except as provided in Section 3(a).

**Section 8.** Information received as a result of a criminal records check shall be secured in a file separate from the employee's official personnel file. Destruction of the information received as a result of a criminal records check shall be consistent with state or federal law.

**Section 9.** Employees shall not be required to pay the Employer's/Agency's criminal records check fee(s) or Employer/Agency representation costs.

**ARTICLE 133--DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING VICTIM LEAVE**

An employee is allowed to use accumulated leave or leave without pay if the employee or his/her dependent (including their adopted child, foster child or stepchild) is the victim of domestic violence, sexual assault or stalking, pursuant to [State Policy \(DAS, HRSD Statewide Policy 60.000.12\)](#). An employee who claims to be aggrieved by an unlawful employment practice as specified in the policy may file a civil action under [ORS 659A.885](#).

**ARTICLE 134--CRIME VICTIM LEAVE**

If an employee or a member of their immediate family has suffered financial, social, psychological or physical harm, as a result of a person-to-person felony, he/she may take leave to attend a criminal proceeding, pursuant to [State Policy \(DAS, HRSD Statewide Policy 60.000.12\)](#). An employee who claims to be aggrieved by an unlawful employment practice as specified in the policy may file a civil action under [ORS 659A.885](#).

**ARTICLE 135--WORK ENVIRONMENTS**

To promote involvement of all employees in continuous improvement of State services, State agencies shall proactively solicit participation from affected employees pursuant to [State Policy \(DAS, HRSD Statewide Policy\) 50.055.01 Continuous Improvement in State Service](#). The Labor/Management Committee, or alternate forums, may be used to facilitate advancement of ideas for efficiencies. This Article is not subject to the grievance procedure.

**ARTICLE 136--CRITICAL INCIDENT LEAVE**

Any employee who, during the performance of his/her work, is directly involved in an incident of on-duty violence, shall be allowed reasonable time off immediately after the incident to recover from any physical or psychological impairment or disability caused by the action. Directly involved means physically attacked or physically intervening in an attack of a staff member.

Such leave shall be charged against any accumulated time the employee has earned. The employee may decide the type of accumulated time against which this leave shall be charged.

However, where an employee is receiving compensation through Workers' Compensation or other victim compensation relief, such charges will be made on a pro-rata basis not to exceed the employee's regular salary.

Any period of time beyond one (1) day necessary for purposes of readjustment shall be determined by the employee's physician or mental health practitioner. The Employer may require the employee to see a practitioner of the Agency's choice in order to verify the employee's practitioner's opinion.

## APPENDIX A – LETTERS OF AGREEMENT

LETTER OF AGREEMENT 02.00-99-01

### **Article 2--Recognition**

#### **Procedure for Exclusion of Filled Bargaining Unit Positions Based on Supervisory, Managerial or Confidential Status**

This Letter of Agreement is entered into between the Department of Administrative Services, Labor Relations Unit (DAS, LRU), on behalf of the State of Oregon (Employer), and the SEIU Local 503, OPEU (Union) as it pertains to the exclusion of filled bargaining unit positions based on supervisory, managerial or confidential status, under [Article 2--Recognition](#) of their 2009-2011 Collective Bargaining Agreement.

The Employer and the Union agree as follows:

1. DAS, LRU shall provide the Union with no less than twenty (20) days written notice of its intent to exclude a filled bargaining unit position based on supervisory, managerial or confidential status. DAS, LRU agrees not to change the position's designation from represented to management service during this twenty (20) day period.
2. Should the Union decide to contest the proposed exclusion, it shall serve DAS, LRU with written notice of its intent to contest the exclusion within twenty (20) days of its receipt of the notice of intent to exclude. Should such notice be given by the Union, DAS, LRU will forego implementing the change in designation for an additional forty (40) days, beyond the initial twenty (20) day period. The purpose of this forty (40) day period is to allow the Union time to investigate whether it has grounds to contest the proposed change in status. If the Union decides to pursue challenging an exclusion, it must file with the Employment Relations Board (ERB) prior to the end of this forty (40) day period. In such event, DAS, LRU agrees to forego implementing the change in designation until the matter is resolved by way of ERB decision, settlement, or other manner.
3. If DAS, LRU does not receive timely notice from the Union indicating its intent to contest the exclusion during the initial twenty (20) day period or if the Union does not file with the ERB during the subsequent forty (40) day period, DAS, LRU may proceed to change the position's designation, and the Union agrees not to contest the excluded status of this position during the remainder of this contract term, unless the position's duties should materially change such that the exclusion is no longer warranted.
4. For purposes of this Agreement, written notice may occur by personal delivery, fax or mail (postmark) within the time frames cited above.

LETTER OF AGREEMENT 10.00-05-125

### **Article 10--Union Rights**

#### **Employee ID Numbers**

This Letter of Agreement is between the State of Oregon, acting through the Department of Administrative Services (Employer) on behalf of Agencies covered by the Master Agreement and the SEIU Local 503, OPEU (Union).

The Parties hereby agree to the following conditions to move to an employer-generated identification system:

1. The Employer will use "OR" as the two (2) character designation to be followed by a seven (7) digit number for its unique employee identifier (employee number).
2. When the Union requests that the Employer resolve potential duplicate record issues, the Union will provide available information on that employee. The Employer will make every reasonable effort to aid the Union in resolving duplicate record issues using all information available to the Employer. The Employer will designate a contact person for duplicate record queries.
3. The Employer, including authorized Agency staff, where appropriate, will respond to queries from SEIU Local 503, OPEU staff regarding represented employees. SEIU Local 503, OPEU staff will use the Employee Identification Number when making such inquiries.

LETTER OF AGREEMENT 10.2A-11-200

### **Article 10.2A--Union Stewards/Rights**

#### **Steward Selection (OYA)**

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Oregon Youth Authority (Agency) and SEIU Local 503, OPEU (Union).

This Letter of Agreement applies only to the North Coast, Eastern Oregon and River Bend Youth correctional Facilities.

The purpose of this LOA is to address the Union's concerns regarding the availability of officially recognized Stewards at facilities of fifty (50) or less employees in the event that the Steward of record is absent from the workplace for an extended period of time and one or more employees at that facility are in need of Steward representation during that Steward's absence.

This Agreement becomes effective upon the date of the last signature below, and shall continue in effect until June 30, 2013.

LETTER OF AGREEMENT 13.00-03-93

### **Article 13--Contracting-Out**

#### **Feasibility Study**

This Letter of Agreement is entered into between the State of Oregon, Department of Administrative Services, on behalf of all State Agencies covered by the State of Oregon/SEIU Local 503, OPEU Collective Bargaining Agreement and the SEIU Local 503, OPEU.

When the provisions of [Article 13, Section 1](#) require a feasibility study, the following will apply:

The Employer will count eighty percent (80%) of the affected employee's straight-time wage rate when comparing the two (2) plans.

This Agreement is effective through June 30, 2013.

## APPENDIX A – LETTERS OF AGREEMENT

### LETTER OF AGREEMENT 15.00-99-05

#### **Article 15--Parking** **PASSport Program**

This Letter of Agreement is entered into between the Department of Administrative Services (DAS) of the State of Oregon (Employer) and the SEIU Local 503, OPEU (Union). The purpose of this Agreement is to settle the Demand to Bargain the Union made in July 1997 over the PASSport Program in Portland.

The PASSport program is an annual all-zone transit pass participating employers purchase for all of their employees in the affected area(s).

To carry out the program in State Agencies, the Parties agree that:

1. The PASSport Program is an experimental program;
2. State Agencies in the affected area whose employees are represented by SEIU Local 503, OPEU may independently elect to participate by entering into an agreement with Tri-Met;
3. State Agencies may also elect not to continue participation in the program at the end of each contract year with Tri-met.

### LETTER OF AGREEMENT 21.00-99-06

#### **Article 21--Grievance & Arbitration Procedure** **Expedited Arbitration Procedure**

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the SEIU Local 503, OPEU (Union).

The purpose of this Agreement is to establish an expedited arbitration procedure to be used by the Parties upon mutual agreement. The expedited procedure will be used for grievances involving Articles exclusively applying to temporary workers.

The Parties agree to the following:

In the interest of achieving swift and economical resolution to grievances where the Union has filed a timely arbitration request with the Employer, the following procedure may be used subject to the following conditions:

1. The Employer or Union may request in writing that the expedited arbitration procedure be used for a particular grievance. The request must be sent at the time the Parties are scheduling dates with the arbitrator. The expedited procedure will be used for grievances involving Articles exclusively applying to temporary workers or with the mutual agreement of the Employer and Union. No grievance, except for grievances involving Articles exclusively applying to temporary workers, where there is an issue of arbitrability will be submitted to the expedited procedure.
2. The Employer and Union will develop a stipulation of facts and use affidavits and other time-saving methods whenever possible and when mutually agreed upon.
3. Case presentation will be limited to preliminary opening statements, brief recitation of facts, witness presentation and closing oral argument. No post hearing briefs shall be filed or transcripts made. The hearing will be completed within one (1) business day unless otherwise agreed upon by the Parties.

4. The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the Parties.
5. The arbitrator may issue, at his/her discretion, a bench decision at the conclusion of the hearing or may issue a written award no later than seven (7) calendar days from the close of the hearing excluding weekends and holidays.
6. All decisions shall be final and binding on the Employer and Union. An arbitration award will be non-precedential if mutually agreed upon by the Parties before the hearing starts. The arbitrator's award shall be based on the record and shall include a brief explanation of the basis for the award.

This Agreement becomes effective on the date of the Master Agreement and ends on June 30, 2013.

### LETTER OF AGREEMENT 26.00-99-14

#### **Article 26--Differential Pay** **IS Team Leader**

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the SEIU Local 503, OPEU (Union).

The purpose of this Agreement is to establish a ten percent (10%) Information Services Team Leader Differential for all Agencies that assign such duties to bargaining unit employees under the following conditions:

1.
  - (a) Bargaining unit employees occupying positions that are classified as Information Specialist 1-8 will be eligible for the differential in accordance with Section 1(e) of this Agreement.
  - (b) The differential shall be ten percent (10%) beginning from the first day the duties were formally assigned in writing.
  - (c) Bargaining unit employees shall not be eligible for any work out-of-class pay, leadwork differentials or any other premium pay except for overtime and penalty payments as compensation for team leader duties. If an employee receives more than one (1) differential (except overtime as mandated by the FLSA), the differentials will be calculated on the base so that no "pyramiding" occurs (i.e., if an employee is receiving the team leader differential and out-of-class differential, the two (2) differentials would be calculated separately and then added onto the base pay).
  - (d) The differential shall be ten percent (10%) above the employee's base salary rate.
  - (e) For a bargaining unit employee to be eligible for the differential, the Agency must formally assign the employee in writing to perform team leader duties, the employee leads a team of employees and performs substantially all of the following duties under supervisory direction:
    - (i) Plans for short and long term needs of team, including such areas as technology to be used, user requirements, resources required, training necessary, methods to accomplish work, multiple project timelines and competing priorities.
    - (ii) Establishes and coordinates multiple interrelated project schedules for all projects on which the team is working.

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- (iii) Works directly with multiple users to identify broad user needs and requested timelines when projects are submitted for the team.
  - (iv) Provides technical/operation guidance to contractors and monitors quality assurance.
  - (v) Develops technical standards and monitors team members' work for compliance.
  - (vi) Performs leadwork duties on a recurring daily basis as listed in [Article 26](#), Section 6 of the Master Agreement which are 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 to standards and provide informal assessment of workers' performance to the supervisor.
2. Bargaining unit employees shall not be eligible for the differential if they are on voluntary developmental training assignment.
  3.
    - (a) If an employee believes that he/she is performing the duties that meet the criteria stated in Subsection 1(e), but the duties have not been formally assigned in writing, the employee may notify the Agency Head in writing. The Agency will review the duties within fifteen (15) calendar days of the notification. If the Agency determines that Information Services Team Leader duties were in fact assigned and are appropriate, the differential will be effective beginning with the day the employee notifies the Agency Head of the issue.
    - (b) If the Agency determines that the duties were in fact assigned but should not be continued, the Agency may remove the duties during the fifteen (15) day review period with no penalty.
    - (c) If the Agency concludes that the duties are not Information Services Team Leader duties, the Agency shall notify the employee in writing within fifteen (15) calendar days from receipt of the employee's notification to the Agency Head.
  4. This Agreement does not establish any precedent in the negotiation of any other pay differentials during the term of the 2007-2009 biennial agreement. This Agreement also does not create any obligation on the Employer to negotiate any new or revised pay differentials during the term of the biennial agreement.
  5. This Agreement terminates June 30, 2013.

### LETTER OF AGREEMENT 26.00-99-15 **Article 26--Differential Pay** **IS Specialist 3**

This Agreement is between the State of Oregon, acting through the Department of Administrative Services, Human Resources Services Division (Employer) and the SEIU Local 503, OPEU (Union).

Notwithstanding the January 25, 1998 Letter of Agreement regarding salary range designation for Information Systems Specialists, and as an exception to [Article 26, Section 5](#) of the Collective Bargaining Agreement, employees in the classification of Information Systems Specialist 3 shall be paid shift differential of seventy-five cents (\$0.75) per hour for each hour or major portion thereof (thirty (30) minutes or

more), worked between 6:00 p.m. and 6:00 a.m. and for each hour or major portion thereof worked on Saturday or Sunday.

This Agreement is effective through June 30, 2013.

### LETTER OF AGREEMENT 27.00-11-211 **Article 27--Salary Increase** **Step Increases**

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the SEIU Local 503, OPEU (Union).

The Parties agree to the following:

1. Effective July 1, 2012, eligible employees will receive one-half (1/2) of a step on their salary eligibility date (SED), pursuant to [Article 29](#), and will receive the remainder of the step six (6) months after their SED.
2. For eligible employees with SEDs of January 2013 through June 2013, the second half of the step increase will be given at 11:59 p.m., on June 30, 2013.
3. Employees who received a step increase in July 2011, will not receive an additional step through June 30, 2013.

### LETTER OF AGREEMENT 27.00-11-225 **Article 27--Salary Increase** **Step Slide Committee**

This Letter of Agreement is entered into between the State of Oregon, acting through its Department of Administrative Services, Labor Relations Unit (Employer), on behalf of the state agencies under the jurisdiction of the SEIU Local 503, OPEU (Union).

Issue: LOA 27.00-09-170 signed on December 13, 2007 implemented adding a new top step and dropping the old first step from the comp plans effective on June 30, 2009. Paragraph 3 of the LOA provided that employees whose salary rate fell below the new first step of their classification's pay range after the step was dropped, moved to the new first step. In addition, Paragraph 3 provided that the employee's Salary Eligibility Date (SED) was changed to July 1, 2010.

However, a subsequent LOA negotiated for the 2009-2011 CBA (LOA 27.00-09-190) implemented a salary freeze effective from September 2009 through August 2010, the employee's July 1, 2010 SED fell during the salary freeze period. As a result, the employees' SED was adjusted to July 1, 2011 and their next salary adjustment eligibility date, which was after the salary freeze was lifted.

The 2009-2011 salary freeze LOA 27.00-09-190 as Paragraph (6)(b) addressed initial appointments in state service between July 1 and September 1, 2009. This clause provided that the initial hire employees would receive a one (1) year step increase ("catch up") on September 1, 2010. This clause did not cover the employees in the paragraph above that, under LOA 27.00-09-170, moved to the new first step and had their SED changed to July 1, 2010.

The add – drop step employees did not receive the increase September 2010 but had to wait until July 1, 2011 paid August 1, 2011 to receive the second step. However, a newly hired employee during the 2009-2011 freeze did receive an additional step on September 1, 2010. Hence, the more senior add – drop step employees fell behind in

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pay for a period of time compared to the less senior employees hired during July 1 – September 1, 2009. Employees hired after that period, for example October 1, 2009, received their second step October 2010 which also was before the add – drop step employees (hired before July 1, 2009) received their second step on July 1, 2011. To compound things, now steps are frozen again for August 1, 2011 through June 30, 2012.

The Parties recognize the significance and importance of creating and maintaining a pay structure that incorporates the components of internal equity, external equity, and balances that with the state's ability to pay.

Therefore, the Parties agree to the following:

1. The Employer and Union agree to establish a committee to analyze, develop and recommend affordable solutions, if any, to the pay inconsistency described above.
2. Each party shall appoint four (4) representatives to serve as members of the committee. Employees shall serve on paid time if the meeting time is during their regularly scheduled work hours. DAS LRU staff will be responsible for convening the committee and sending the necessary union leave release notices.
3. Appointed employees shall not be eligible for overtime or penalty payments for serving on the committee. Any travel for work on this committee will be governed by the State travel policy.
4. Appointed employees shall notify their supervisor at least five (5) work days before any meetings regarding their absence from work to participate on the committee.
5. The committee findings and recommendations shall be submitted to the Governor's Office no later than June 30, 2012.

This agreement becomes effective on the date of the final ratification of the agreement and ends June 30, 2013.

### LETTER OF AGREEMENT 31.00-05-135

#### **Article 31--Insurance**

##### **Part-Time Employee Health Insurance Subsidy**

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer), and the SEIU Local 503, OPEU (Union).

The Parties agree to the following:

The Employer will continue to pay the current part-time subsidy for eligible part-time employees who participate in the part-time plan, as follows:

Through December 31, 2011:

Employee Only:	\$259.53
Employee and Spouse/Domestic Partner	\$331.23
Employee and Children:	\$295.30
Employee and Family:	\$336.16

Through December 31, 2012

Employee Only:	\$364.48
Employee and Spouse/Domestic Partner	\$476.15
Employee and Children:	\$416.77
Employee and Family:	\$484.76

For Plan Years 2012 and 2013, the State will pay ninety-five percent (95%) of the part-time subsidy as determined by PEBB, for eligible part-time employees who participate in the part-time plan and employees shall pay the remaining five percent (5%).

For Plan Years 2012 and 2013, the State will pay ninety-five percent (95%) of the monthly benefit premium amount of the plan selected by the employee calculated per Article 31. The employee will pay the premium balance.

If an employee changes from one tier to another or changes plans pursuant to PEBB rules, his/her out-of-pocket premium costs will be adjusted to reflect the appropriate plan year's out-of-pocket premium costs for his/her new tier.

### LETTER OF CLARIFICATION 31.00-11-226

#### **Article 31--Insurance**

##### **Part-Time Employee Medical Premium Subsidy**

This Letter of Clarification is entered into between the State of Oregon, acting through its Department of Administrative Services, Labor Relations Unit (Employer), on behalf of the State agencies under the jurisdiction of the SEIU Local 503, OPEU (Union). The purpose of this Letter is to clarify the agreement reached during the 2011-2013 negotiations regarding the employer's obligation for medical premium payments for employees working less than full-time.

For less than full-time employees who have at least eighty (80) paid regular hours in the month, the Parties agree the State's contribution for medical, dental, vision and basic life insurance through PEBB is as follows:

1. Part-Time, Seasonal and Intermittent Employees Electing Part-Time Insurance.

The State will pay ninety-five percent (95%) of a monthly benefit insurance premium amount of the plan selected by the employee calculated per Article 31, Section 3, as follows:

$$\text{PT premium rate} \times .95 \times \text{the ratio of paid regular hours to full-time hours to the nearest full percent} = \text{State contribution}$$

In addition, there shall be a subsidy based on the employee's enrollment tier, for Plan Year 2012 consisting of one (1) of the following monthly amounts: Employee only, \$346.25; Employee & Partner, \$452.34; Employee & Children, \$395.94; Employee & Family, \$460.52. These amounts are equal to ninety-five percent (95%) of the subsidy that is determined by the Public Employees Benefit Board and is subject to change for Plan Year 2013. The employee will pay the premium balance.



## APPENDIX A – LETTERS OF AGREEMENT

2. Part-Time, Seasonal and Intermittent Employees Electing Full-Time Insurance.

The State will pay ninety-five percent (95%) of the monthly benefit premium amount of the plan selected by the employee calculated per Article 31, Section 3, as follows:

Full time premium rate x .95 x the ratio of paid regular hours to full-time hours to the nearest full percent = State contribution

In addition, the State will pay up to an additional forty dollar (\$40) monthly subsidy for employee's monthly premium rate for employees with salary rates two thousand-eight hundred and sixteen dollars (\$2,816) and below a month. The employee will pay the premium balance.

### LETTER OF AGREEMENT 31.00-11-210 **Article 31--Insurance** **PEBB Health Improvement Plan**

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer), and the SEIU Local 503, OPEU (Union).

The Employer and Labor Representatives recognize the significance and importance of PEBB creating a Health Improvement Plan. Controlling health care costs, while continuing to provide excellent benefits, is a mutual goal of the Parties.

Therefore, the Parties agree to the following:

1. To include SEIU on a joint committee of labor and management representatives to design the delivery system for the Plan and educational components of the Health Improvement Plan that was introduced and recommended for adoption to PEBB.
2. The Committee will also review and evaluate the PEBB Health Improvement Plan and will define benchmarks for evaluating the effectiveness and efficiencies of the Plan. If there are identified and proven cost savings, the Parties will recommend the most advantageous way to share savings and further employee wellness for PEBB members.
3. The Union shall appoint four (4) representatives to serve as members of the Committee. Employees shall serve on paid time if the meeting time is during their regularly scheduled work hours.
4. Appointed employees shall not be eligible for overtime or penalty payments for serving on the Committee. Any travel for work on this Committee will be governed by the State travel policy.
5. Appointed employees shall notify their immediate supervisor at least five (5) work days before any meetings regarding their absence from work to participate on the Committee.
6. The Committee findings and recommendations shall be submitted to the Governor's Office no later than June 30, 2013.
7. This Agreement becomes effective on the date of the final ratification of the Agreement and ends June 30, 2013.

### LETTER OF AGREEMENT 32.00-99-17 **Article 32--Overtime** **Procedure for Determining Overtime** **Exempt or Non-exempt Status**

This Letter of Agreement is entered into between the Department of Administrative Services, Labor Relations Unit (DAS, LRU), on behalf of the State of Oregon (Employer), and the SEIU Local 503, OPEU (Union) as it pertains to eligibility for overtime under Article 32--Overtime, of their 2009-2011 Collective Bargaining Agreement.

The Employer and the Union agree as follows:

1. DAS, LRU shall provide the Union with no less than twenty (20) days written notice of its intent to exempt from overtime a filled bargaining unit position. The Union shall provide DAS, LRU with the same notice of intent to change a position's designation from exempt to eligible status for overtime. DAS, LRU agrees not to change the position's designation during this twenty (20) day period.
2. Should the Union or DAS decide to contest the proposed change in status, it shall serve the other Party with written notice of such intent within twenty (20) days of its receipt of the notice. Should such notice be given, DAS, LRU will forego implementing the change in designation for an additional forty (40) days, beyond the initial twenty (20) day period. The purpose of this forty (40) day period is to allow time to investigate whether there are grounds to contest the proposed change in status. If either Party decides to pursue challenging an exemption it must file with Department of Labor/Bureau of Labor & Industries (BOLI) prior to the end of this forty (40) day period. In such event, DAS, LRU agrees to forego implementing a change in designation until the matter is resolved by way of DOL decision, settlement or other manner.
3. If timely notice indicating intent to contest the exemption during the initial twenty (20) day period is not received or if either Party does not proceed forward during the subsequent forty (40) day period, the position's designation shall be changed, and the Parties agree not to contest the status of this position during the remainder of this contract term, unless the position's duties should materially change such that the exemption is no longer warranted.
4. For purposes of this Agreement, written notice may occur by personal delivery, fax or mail (postmark) within the time frames cited above.

### LETTER OF AGREEMENT 32.2C-07-159 **Article 32.2C--Overtime** **Overtime Selection: CNA & LPN Volunteers (OSH)**

This Letter of Agreement is entered into between the SEIU Local 503, OPEU and the State of Oregon by and through the Labor Relations Unit of the Department of Administrative Services, on behalf of the Oregon State Hospital. The Parties agree to the following protocol for the assignment and equalization of overtime opportunity. For the purposes of this process, the Portland campus will be considered as one (1) program.

1. Overtime shifts will be distributed equitably among available employees within two (2) specified time periods each month.

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- To implement Article 32.2C, Section 3 and equalize MHT series voluntary overtime to the greatest extent feasible within a program, overtime shifts will be offered in the following order:
    - (a) To qualified MHT series volunteers within the program.
    - (b) To other MHT series qualified volunteers when there are no qualified volunteers within the program.
    - (c) To other qualified volunteers when there are no MHT series qualified volunteers.
  - To implement Article 32.2C, Section 3 and equalize LPN voluntary overtime to the greatest extent feasible within a program, overtime shifts will be offered in the following order:
    - (a) To qualified LPN for LPN positions within the program.
    - (b) To other LPN volunteers when there are no LPN volunteers within the program.
  - Available overtime will be assigned bi-monthly. The first time period will include the 1<sup>st</sup> through the 15<sup>th</sup> of the month. The second time period will include the 16<sup>th</sup> through the end of the month.
  - Requests to work first period overtime will be accepted by staffing personnel between the 15<sup>th</sup> and the 20<sup>th</sup> of the preceding month. Requests to work second period overtime will be accepted between the 1<sup>st</sup> and 5<sup>th</sup> of that current month.
  - Staffing personnel will review and evaluate each request for voluntary overtime in a given time period and distribute available overtime shifts as equitably as is feasible among the qualified requestors. Employees will be notified in writing, including e-mail, regarding granted first period overtime by the 23<sup>rd</sup> of the preceding month and second period overtime by the 8<sup>th</sup> of the current month. Should the 23<sup>rd</sup> and/or 8<sup>th</sup> fall on a weekend or holiday, such notification will occur on the next administrative work day.
  - An employee who volunteers for an overtime shift that was not granted will be placed on an availability list for that date/shift. If it becomes necessary to schedule additional staff, the list will be reviewed and the overtime offered first to the qualified individual who has been granted the least amount of overtime for that time period. If that employee cannot be reached, or turns down the overtime opportunity, the overtime will be offered to the next individual on the list.
  - An employee may not pre-schedule him/herself to fill more than one documented vacancy for a specified shift or portion thereof. Each overtime opportunity offered or worked will count as one (1) unit for purposes of equalization, regardless of the amount of time actually offered or worked. Voluntary overtime will be equalized as feasible within the bi-monthly time periods. Overtime units from the previous time periods will be used to determine equalization for current scheduling period.
2. Volunteers outside the program must meet the following criteria to be considered qualified:

- (a) The employee must hold either a non-encumbered CNA or LPN;
- (b) The employee must be current in all mandatory unit training;

- (c) The employee must hold a position at Salary Range 20S or below;
- (d) Once competencies have been established, the employee must meet the competencies for that program. Prior to the establishment of competencies, the employee must have completed program orientation or worked an overtime assignment within the past ninety (90) days in that Program area; and
- (e) Acceptance of the overtime assignment cannot interfere with the employee's regular work schedule.

It is understood that OSH is not responsible for providing employees with hours so they may qualify for recertification as a CNA or LPN.

Qualified employees who accept a voluntary overtime assignment are expected to work the hours. If an emergency occurs, the employee must notify the appropriate supervisor as soon as practical. An employee who voluntarily pre-schedules him/herself for overtime and subsequently cancels that overtime shift with less than four (4) hours' notice for any reason other than a verifiable illness or emergency will not be permitted to pre-schedule overtime shifts in the following bi-monthly signup period. The employee may, however, volunteer to work an overtime shift on the same day that coverage is needed. Except as specifically modified by this agreement, nothing requires or abridges management's right to assign or re-assign individuals or groups of qualified employees to regular or overtime shifts where they are needed.

Prior to implementation of any mandate, the institution will exhaust all other options, including on-site volunteers, and a call list of qualified employees. These lists will exclude employees on vacation, sick leave, compensatory time, or other approved time off.

Mandatory overtime will be assigned on a rotating basis from on shift employees from a single list for each campus. The mandate list will reflect each employees competencies (i.e. Harbors, Trails, Bridges, Springs, POSH and the Treatment Malls). If it is necessary to mandate an employee, the Agency will first offer the opportunity to qualified employees. If an employee on the mandate list volunteers his/her name will be moved to the bottom of the list. Mandates will be assigned based on the next person who is qualified to work when the mandatory overtime is needed. The mandated employee may choose whether to work on the unit where the overtime is required or work on his/her assigned work unit.

3. For purposes of assigning mandatory MHT overtime, employees must meet the established competencies as defined by the Labor/Management Competencies Committee. A single list of qualified MHT series employees will be maintained for each shift in the following program cohorts:

- (a) Portland campus (P1A, P1B, P5A, P6A, and the Treatment Mall)
- (b) Harbors/Trails/Bridges (HTB Cohort group) (includes current units scheduled for inclusion: 35A, 35C, 50C, 50D, 50E, 50F, 50G, 50H, 50I, Cottages and the treatment malls of these areas.
- (c) Springs (34A, 34C, 34D, 35B) and the Springs Treatment Mall.

Each list shall be comprised of all qualified MHT series employees working in the program. MHT series employees assigned to the on call pool can be mandated into any program for which they are currently qualified. MHT series employees assigned to the relief

## APPENDIX A – LETTERS OF AGREEMENT

pool will be mandated in accordance with the position to which they are assigned. If an employee has not met the competencies for a particular program, he/she will not be mandated into that program until the competency training is completed and the competencies are met.

- (a) Harbors and the Harbors Treatment Mall will be its own Cohort Group until Trails (50E, 50F, 50G, 50H & 50I) has been open for thirty (30) days, after which Trails and the Trails Treatment Mall will join the Cohort Group. When Bridges (35A, 35C, 50C, 50D and the Cottages) has been open for thirty (30) days, Bridges and the Bridges Treatment Mall will join the Cohort Group; this Cohort will be known as the HTB Cohort. These employees may volunteer to join the Springs Cohort Group provided they have met the competencies for the Springs program.
  - (b) When Springs (34A, 24C, 24D, 35B) and the Springs Treatment Mall has been open for thirty (30) days, employees may volunteer to join the HTB Cohort Group provided they have met the competencies for at least one other program in the Cohort Group.
4. For purposes of assigning mandatory LPN overtime, a single list of qualified LPN series employees will be maintained for each shift in the following program cohorts:
- (a) Portland campus (P1A, P1B, P5A, P6A, and the Treatment Mall)
  - (b) Harbors/Trails/Bridges (HTB Cohort Group) (includes current units scheduled for inclusion: 35A, 35C, 50C, 50D, 50E, 50F, 50G, 50H, 50I, Cottages and the Treatment Malls of these areas.
  - (c) Springs (34A, 34C, 34D, 35B) and the Springs Treatment Mall.

Each list shall be comprised of all qualified LPN series employees working in the program:

- (a) Harbors and the Harbors Treatment Mall will be its own Cohort Group until Trails (50E, 50F, 50G, 50H and 50I) has been open for 30 days, after which Trails and the Trails Treatment Mall will join the Cohort Group. When Bridges (35A, 35C, 50C, 50D & the Cottages) has been open for thirty (30) days, Bridges and the Bridges Treatment Mall will join the Cohort Group, This Cohort will be known as the HTB Cohort. These employees may volunteer to join the Springs Cohort Group provided they have met the competencies for the Springs program.
- (b) When Springs (34A, 24C, 24D, 35B) and the Springs Treatment Mall has been open for thirty (30) days, employees may volunteer to join the HTB Cohort Group provided they have met the competencies for at least one (1) other program in the Cohort Group.

Except in an emergency involving public health and safety, employees may not be mandated to work overtime on a day immediately preceding a regularly scheduled day off or an approved vacation on one (1) week or more, or once per fiscal year for vacations of less than one (1) week. Employees that are mandated to work overtime of two hours or more in any of these examples will receive a fifty dollar (\$50) penalty payment. Employees that volunteer to work overtime in any of these examples will not be eligible for the penalty payment. Only the Superintendent or his/her designee can determine if an emergency

involving public health and safety exists. If an employee is bypassed, he/she shall remain on the top of the list for the next mandatory overtime.

### LETTER OF AGREEMENT 32.2C-11-221

#### **Article 32.2C--Overtime**

#### **Pilot Project-Voluntary and Mandated Overtime (OSH) (See also Letter of Agreement 32.2C-07-159)**

1. In an effort to manage to full staffing, the Parties agree to the following:

- (a) An employer automated staffing program, to begin implementation not later than January 1, 2012.
- (c) Staff with no unscheduled absences, except for SAIF, FMLA/OFLA or Military Leave in the preceding month shall not be floated off of their unit for the current month except on holidays or emergency staff needs.
- (c) When an employee with no unscheduled absences in the preceding month is floated, other than holidays, that employee will receive a fifty dollar (\$50.00) differential for a full shift, prorated for fewer hours. This provision will be monitored by the LMAC and must reduce overtime costs. Each Committee will establish the minimum overtime reduction target with thirty (30) days of the execution of the Agreement.

Supervisors shall put a note of commendation in the Agency's newsletter following every three (3) months of perfect attendance.

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

2. Employee Pools to Relieve Mandates and Other Overtime.

The Agency agrees to create the following employee pools to offset multiple mandates in a work week and to reduce the overall amount of overtime being worked by employees. Anyone working in these employee pools will be deployed throughout the hospital on any shift without regular scheduled days off:

- Relief Pool – This pool of individuals is intended to fill behind employees who pre-schedule sick leave, vacations, comp time, personal business and military leave.
- On-Call Temporary Employee Pool – This pool of individuals is intended to fill behind unscheduled absences and 1:1, 2:1, etc, prior to invoking mandates and/or other types of overtime.
- Per Diem CNAs – CNAs at the MHTT level hired without benefits and/or leave accruals who work eighty (80) or fewer hours per month and are not mandatable. Such individuals will be paid on an hourly basis at a rate fifteen percent (15%) above their designated step. These individuals will cover any staffing vacancy and may be pre-scheduled based on identified need. Continuation of the Per Diem pool will be dependent on the recommendations of the LMAC.

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LETTER OF AGREEMENT 32.2CGH-11-220  
**Article 32.2C,G,H--Overtime**  
**Staffing, Overtime and Safety Issues (OSH)**

This Agreement is entered into between the SEIU Local 503, OPEU and the State of Oregon by and through the Labor Relations Unit of the Department of Administrative Services, on behalf of the Oregon State Hospital, Blue Mountain Recovery Center and Pendleton Cottage. This Letter of Agreement is intended to address staffing, overtime and safety issues at those facilities. Criteria for success will be determined by the Labor/Management Attendance Committees (LMAC) as described in A through C below. Information from the Labor/Management Attendance Committees will be presented to the Labor/Management Committees at least once each quarter. This pilot will be for a twelve (12) month period from the effective date of the Agreement. At the end of the twelve months, the LMAC will make recommendations to the Parties (DAS, LRU and SEIU) to continue, modify or end the pilot at each Institution. The Parties agree to the following pilot protocol for the following issues:

1. Staffing: The Agency and Union recognize the harmful effects of staff shortages to the employees and the individuals served at Oregon State Hospital, Blue Mountain Recovery Center and Pendleton Cottage. The Parties agree to establish three (3) working Labor/Management Attendance Committees (LMAC); one each at the Oregon State Hospital, Blue Mountain Recovery Center and Pendleton Cottage within thirty (30) days of the effective date of the Agreement. Each LMAC will be formed by the existing Labor and Management Committee for each facility; an equal number of representatives from SEIU and Management will be chosen. The LMAC will develop and maintain the following:
  - (a) An education package on the problems of shift work; negative effects of leave without pay and assignment of trade options.
  - (b) Investigate day care options for employee's children when their illness or emergencies may hinder their parents coming to work.
2. Personal Business. Staff will be allowed to utilize personal business leave in any increments for unexpected, unplanned problems that arise that prevent the employee from reporting to work in a timely manner. Requests to convert the time need to be submitted within five (5) working days of the occurrence. There will be a review on a case-by-case basis and data presented to the LMAC.
3. Shift Trading.
  - (a) Qualified employees in the same work area and the same classification may mutually agree to trade a shift within the established schedule as long as the staffing ratio is preserved and no overtime is created. Such trade must be mutually agreed in writing and notice given to the supervisor prior to the effective date of the trade. Trading outside of employee's classification must be approved by the appropriate supervisor.
  - (b) Regular status qualified employees in the same classification may mutually agree to trade positions on a temporary basis for a period of up to ninety (90) days per fiscal year. The

request to trade positions must be in writing, create no overtime and maintain established staffing ratios. Pre-determined vacations will be handled in accordance with the appropriate Collective Bargaining Agreement Article. Employees in discipline status within six (6) months of requested trade are not eligible to trade.

LETTER OF AGREEMENT 45.00-05-97  
**Article 45--Filling of Vacancies**  
**Job Interview Leave**

This Letter of Agreement is entered into between the State of Oregon, acting by and through the Department of Administrative Services Human Resource Services Division, Labor Relations Unit (Employer), on behalf of all Agencies identified in Article 1 and the SEIU Local 503, OPEU.

The purpose of this Agreement is to provide Interview Leave for SEIU-represented (except temporary) employees, as a result of the Special Leaves with Pay Audit findings conducted by the Department of Administrative Services, Human Resource Services Division.

The Audit found that a number of SEIU-represented State Agencies routinely approved Interviewing Leave (IT) and/or Miscellaneous Paid Leave (MPL) for job interviews and that such leaves are not specifically provided for in the 2003-2005 Collective Bargaining Agreement for the affected Agencies' SEIU-represented employees (except for OSAC and OHCS).

This Agreement permits the use of Interview Leave pursuant to the following guidelines:

1. Employees, subject to providing reasonable notice and receiving prior supervisory approval, shall be allowed Interview Leave time, including travel, to interview for positions within their Agency when such interview(s) occurs during their work hours.
2. Employees, subject to providing reasonable notice and receiving prior management approval, shall be allowed up to four (4) hours of Agency paid time for Interview Leave time, including travel, for positions with another state Agency when such interview(s) occurs during their work hours.

Interview Leave time approved and taken to interview with another state Agency that exceeds the four (4) hours of Agency paid time must be recorded as accrued leave, leave without pay, or managed through approved flextime within the same workweek. Use of accrued leave for this purpose shall not result in overtime.
3. Denial of Interview Leave time shall be subject to the grievance procedure up to Step 2.
4. All Interview Leave time, including travel, approved under Subsection 1 and 2 must be recorded as IT on the employee's timesheet/time reporting record.
5. Interview Leave used shall not count as time worked for purposes of overtime.
6. An Agency shall not incur any employee reimbursement costs.

This Agreement shall be effective through June 30, 2013, unless extended by mutual agreement.

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### LETTER OF AGREEMENT 45.00-09-175 **Article 45--Filling of Vacancies** Legislative Branch

This Letter of Agreement is entered into between the State of Oregon, acting by and through the Department of Administrative Services, Labor Relations Unit (Employer) on behalf of all Agencies identified in Article 1 and the SEIU Local 503, OPEU (Union).

The purpose of this Agreement is to provide employees who have attained regular status in an SEIU-represented position and who, in the past, would have entered into job rotation agreements with the Legislative Branch, the ability to be reemployed by their former agency into their former classification in which they held regular status.

The Parties agree that [Article 45](#) and all agency-specific coalition language found in Articles 45.1 through 45.5 does not apply to the reemployment of an Executive Branch employee who was employed by the Legislative Branch and then requests reemployment with the former Executive Branch Agency. Specifically, the Agency layoff list does not take precedence over this reemployment, and agencies are not required to comply with any agency-specific language regarding posting of vacancies.

The Parties further agree that the time worked for the Legislative Branch is considered state service for purposes of seniority.

This Agreement is effective until the expiration of the 2011-2013 Collective Bargaining Agreement, and may be extended by mutual agreement.

### LETTER OF AGREEMENT 45.2C-11-198 **Article 45.2C--Filling of Vacancies** Seniority Selection Process Into New Programs (OSH)

This Letter of Agreement is entered into between the State of Oregon by the Department of Administrative Services (DAS), Labor Relations Unit on behalf of the Department of Human Services (DHS), Oregon State Hospital (OSH) and the Service Employees International Union (SEIU) Local 503, OPEU/OSH Local 392, as it pertains to how staff will be transitioned into the four (4) new Hospital programs.

The Parties agree the purpose of this Agreement is to recognize the four (4) new programs and changes in ancillary service schedules such as Food and Nutritional Services, Housekeeping, Security, etc for Oregon State Hospital that will implement a transitional staffing agreement per [Article 45/45.2C, E, G](#) and [Article 90/90.2C](#) of the Collective Bargaining Agreement.

#### **Background:**

OSH began construction of a new facility that will include many programmatic changes throughout the Hospital. Changes will include creating four (4) new programs that will be the Admissions, Behavior and Corrections program also referred to as ABC; the Psycho-Social Rehabilitation; Neuro; Transitional Living, and include the Portland Oregon State Hospital Campus in the five (5) programs of the new facility.

Staff and wards as they currently exist will move into the new programs of the new facility and will require new work schedules including an increase in the number of positions necessary to operate the new hospital. There will, as a result of restructuring the staffing requirements, be a surplus of Mental Health Therapist 1 (MHT1)

positions that will require some positions to be reclassified down or for staff to voluntarily demote to Mental Health Therapy Technicians.

Additionally, ancillary services will also be changing the way they function causing changes in individual schedules.

#### **Agreement:**

OSH will determine which current wards will go to the new programs. Additionally, program areas/disciplines not specifically named below that make a determination to require staff to change shifts or days off will follow the process set up by this Letter of Agreement.

Once the selection process for each new program has been completed, filling of vacancies will occur in accordance with Article 45, [45.2 C, E, G](#) and Article [90.2C](#).

#### **Information Specific to the Mental Health Therapy Series:**

Oregon State Hospital will identify, by program, the number of MHT1 positions that will require a reclassification downward before the start of each selection process.

The Parties agree to establish the following protocol for the scheduling of staff into the new Hospital Programs:

Programs utilizing the MHT classification series will initially post MHT2 positions with a seniority list and a list of new positions with days off/shift information on the wards associated with each program (i.e. Wards 48B/C/W & 50J will become the Admissions, Behavior, and Corrections Program). Seniority list and work schedules will be posted for a minimum of eight (8) days. Notification selection times will be provided to employees beginning with most senior employee within classification to identify their choice of a new schedule.

Upon completion of the MHT2 selection process, all remaining vacancies will be posted for promotional opportunities only to employees currently assigned to the units scheduled to become the new program. The Employer will announce availability of promotional positions to the limited group for additional MHT2 vacancies. The recruitment will run concurrent with the MHT2 selection process. Upon completion of the MHT2 selection process, vacancies will be posted an additional eight (8) days. Employees identified for the new program who have expressed an interest and applied within the time frame above will be interviewed and job offers made to acceptable candidates within eleven (11) days.

Upon completion of the selection process to fill the remaining MHT2 positions, seniority lists for Mental Health Therapist 1 (MHT1) and Mental Health Therapist Technicians (MHTT) will be posted for a period of eight (8) days to ensure staff have the ability to review their personal seniority information, as well as to ensure that all staff assigned to those units are identified on the list. Immediately following the allotted time period for employee review, the Office of Human Resources will post both the seniority list and the new schedule list by classification, shift and days off for a period of eight (8) days.

Notification selection date and time will be provided to all employees based on classification and seniority within that classification. The selection process will be managed jointly by SEIU and the Office of Human Resources.

Because there is an excess of MHT1s, employees in this classification will have the ability to use seniority to demote to MHTT within their new program. Should there be no volunteers to demote, then the least

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senior MHT1s identified by the number of positions that need to be reclassified down will be moved to the MHTT classification. For voluntary and reclassification changes, the employee will be allowed to count their MHT1 time as MHTT time in classification for as long as the employee remains an MHTT. If there are more volunteers to demote, and MHT 1 positions are left vacant, they will be filled pursuant to the Collective Bargaining Agreement. Selection for MHTT positions will commence when a modified seniority list is available, which includes successor time as an MHTT and MHT1 time for those identified as going to an MHTT position.

Any MHT1 who is demoted to an MHTT position, voluntarily or otherwise will not be subject to loss of wages or benefits. If his/her current salary exceeds the maximum salary 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.

Once the selection process is completed for a program, only employees within that program will qualify for in classification and in program transfers utilizing their seniority. All eligible SEIU bargaining unit OSH employees wishing to compete for an out of program transfer or promotion opportunity shall receive an offer to interview if they have applied and qualified through the Agency's recruitment process. Employees having a record of disciplinary action within six (6) months prior to the vacancy announcement shall not be eligible for transfer. Employees with a transfer within the preceding nine (9) months shall not be eligible for transfer.

### **Information specific to Licensed Practical Nurses:**

LPNs typically interview for positions within a ward/work unit. For purposes of wards moving into new programs as identified above, LPNs will be allowed to use seniority in this process to bid on new schedules associated with the move from the hospital's current configuration to the new hospital.

This Letter of Agreement will sunset upon the opening of the final program in the new Salem facility or June 30, 2013, whichever is earlier.

### **LETTER OF AGREEMENT 45.2C-11-222 Article 45.2C—Filling of Vacancies Labor/Management Competence Committee (OSH)**

The Parties agree to form a Labor/Management Competence Committee (LMCC) consisting of four (4) Union representatives and four (4) Management representatives, which will define, approve and implement competencies within program areas. The Committee may have both represented staff and managerial staff who are subject matter experts within specific programs to provide information to the Committee. Competencies for Harbors, Trails and the Treatment Mall Program shall be finalized no later than December 1, 2011. Competencies for Bridges and Springs will be completed within thirty (30) days after the opening of each program. Competencies for Portland will be completed not later than (NLT) than June 30, 2012.

For the purpose of lateral transfers onto units outside their program area each employee will have to meet the competencies of the program to which they wish to transfer. The Committee will develop a training and evaluation program for each program to train new employees and employees in other programs to meet the competencies for those programs. Once an employee has completed all program specific training and has met the competencies outside

their own program area, they will be eligible to laterally transfer to the same classification in that new program utilizing their seniority with the same restrictions currently in place under this Article. The above Section shall apply to any regular status employee.

### **LETTER OF AGREEMENT 58.2A-11-197 Article 58.2A--Holidays Holiday Observance (OYA)**

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer), and the SEIU Local 503, OPEU (Union).

Oregon Youth Authority (OYA) strike-prohibited employees represented by SEIU may elect to designate as payroll code "LAH" (unpaid time off, as defined by the 2009-2011 Master Agreement's Letter of Agreement) as a partial fulfillment of the unpaid time off obligation, thereby foregoing holiday pay in the following situations:

- Eight (8) hours of holiday pay on any day in which the employee is regularly scheduled to work on a holiday (but the employee remains eligible for any appropriate Penalty Pay when actually working on the holiday); and
- Eight (8) hours of holiday pay on any day in which the employee is not scheduled to work, but would otherwise receive holiday pay.

Employees must make the designation in accordance with OYA directives in order to maintain an efficient payroll process and avoid overpayment or underpayment occurrences.

In order to maintain the safety and security of each Youth Correctional Facility and Camp, management will make every reasonable effort that every scheduled shift for posted employees is covered.

This Letter of Agreement is effective upon date signed and shall sunset on June 30, 2013.

### **LETTER OF AGREEMENT 60.2C-11-223 Article 60.2C--Leave With Pay Work Injury Administrative Leave (OSH)**

In the event that a staff person is physically assaulted in the course of their duties, the Agency will pay up to three (3) days administrative leave for an employee, following an injury, under the following conditions:

1. The employee seeks medical care within forty-eight (48) hours of being injured.
2. The employee applies for and is approved for worker's compensation. The claim must be for a period less than fourteen (14) days.
3. The employee's attending physician certifies that the employee cannot work.

Should the employee's claim be denied or if the SAIF claim is approved and the employee receives time loss payments for a period of time that lasts fourteen (14) or more days, then the Agency shall recoup those monies, per [Article 29, Section 10](#).

## APPENDIX A – LETTERS OF AGREEMENT

### LETTER OF AGREEMENT 70.00-09-179

#### **Article 70--Layoff Eligibility Extension**

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer), and the SEIU Local 503, OPEU (Union).

The Employer and the Union recognize the need for reduction in force due to the budgetary impacts of the 2011-2013 biennium, therefore, the Parties agree to the following:

For recall purposes, under [Article 45](#), Section 2 (a)(1), and Article 70 Sections 9, 10 and 11, the term of eligibility for candidates placed on the Agency layoff and Secondary Recall lists shall be three (3) years from the date of placement on the Agency layoff and Secondary Recall lists. The third (3<sup>rd</sup>) year extension for recall shall not affect timelines of other terms and conditions of the bargaining agreement, except the following conditions shall apply for any candidate who is recalled after two (2) years but prior to the end of the third year:

- For layoff service date purposes, seniority will be adjusted by the amount of break-in-service.
- The candidate shall be paid at the same salary step at which such candidate was being paid at the time of layoff.
- The recognized service date will be adjusted by the amount of the break-in-service, and vacation accrual rates will resume at the candidate's rate at the time of layoff.
- The salary eligibility date will be adjusted by the amount of break-in-service.
- Any candidate who is recalled after the initial two (2) year period will be subject to all provisions of Article 49, including coalition language, except that the trial service period will be ninety (90) days.

This Letter of Agreement will sunset on June 30, 2013. However, an employee laid off shall remain on the Agency layoff and Secondary Recall lists pursuant to the terms of this Letter of Agreement if not removed from the list.

This Letter of Agreement applies to all employees on Agency layoff and Secondary Recall lists, upon execution of the Agreement as well as anyone laid off during the term of the Agreement.

### LETTER OF AGREEMENT 70.2AK-11-224

#### **Article 70.2A,K—Geographic Area for Layoff (OYA Facilities & Camps/OYA Administration & Field Services)**

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer), on behalf of the Oregon Youth Authority (Agency), and the SEIU Local 503, OPEU (Union).

The purpose of this Agreement is to define the interaction of [Article 70-Layoff](#), and [Articles 70.2A-Geographic Area for Layoff \(OYA facilities and Camps\)](#) and [70.2K-Geographic Area for Layoff \(OYA Administration and Field Services\)](#).

The Parties agree to the following:

If an employee received a layoff notice, the employee may choose and prioritize one (1) or more of the options in [Article 70-Layoff](#), Section 2(d). If no choice is made, the employee would be laid off. The employee may also indicate (on the same date as when they must make the Article 70 choices) one (1) or more option(s) described within

Article 70 that the employee would exercise under Articles 70.2A or Article 70.2K, i.e., at another location, if no option(s) chosen for the employee's current location is/are available.

If there are no Article 70 bumping or demotion options available other than layoff, based upon the option(s) chosen by the employee, then there is sufficient evidence that the similar provision described in both Articles 70.2A and 70.2K. "If there is no opportunity in the employee's Institution or Camp (70.s), or Administration or Field Services office (70.2K)..." has been fulfilled and provides access to the alternative location choice described in Articles 70.2A or 70.2K, Article 70 options become available at an alternative location can be different than the choice(s) the employee made under Article 70 for the employee's current work location.

Employees will choose and prioritize one (1) or more of the option(s) under Article 70, and under Articles 70.2A or 70.2K at the same time. The date when the employee chooses a 70.2A or 70.2K location would be designated by the Agency.

This Agreement does not merge 70.2A with 70.2K. Each is only available based upon the employee's respective work location. An employee working an Institution or Camp would have 70.2A in effect. An employee working for the OYA Administration or at a Field Services office would have 70.2K in effect.

Article 70.2A and Article 70.2K each provide a choice of one (1) Institution (in the case of 70.2A-eligible employees) or office (in the case of 70.2K-eligible employees) statewide, regardless of any geographic area described in Article 70.2A or Article 70.2K.

This Letter of Agreement expires at the end of the day on June 30, 2013.

### LETTER OF AGREEMENT 80.00-09-181

#### **Article 80--Change in Classification Specifications Classification Study**

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer), and the SEIU Local 503, OPEU (Union).

1. The Employer will update the market study for these classifications and provide the results to the Union no later than November 1 of the year preceding the expiration of this Collective Bargaining Agreement. The Parties will negotiate salary ranges and implementation language during the 2011-2013 successor negotiations. The Union may modify their Selective Salary Increase proposal in these current negotiations to include any of these classifications, provided they do so no later than April 19, 2011.

#### **GENERAL CLERICAL / TECHNICAL STUDY**

- Office Assistant 1
- Office Assistant 2
- Office Specialist 1
- Office Specialist 2
- Administrative Specialist 1
- Administrative Specialist 2
- Executive Support Specialist 1
- Executive Support Specialist 2
- Public Service Rep 1
- Public Service Rep 2

## APPENDIX A – LETTERS OF AGREEMENT

Public Service Rep 3  
Public Service Rep 4  
Data Entry Operator  
Word Processing Technician 1  
Word Processing Technician 2  
Word Processing Technician 3  
Office Coordinator  
Executive Assistant  
Data Entry Control Technician  
Student Office Worker  
Legal Secretary

### HEALTH STUDY WORK PACKAGE 1 AND 2

Clinical Psychologist 1  
Clinical Psychologist 2  
Habilitative Training Tech 1  
Habilitative Training Tech 2  
Habilitative Training Tech 3  
Mental Health Security Tech  
Mental Health Specialist  
Mental Health Therapist 1  
Mental Health Therapist 2  
Mental Health Therapy Coordinator  
Mental Health Therapy Shift Coordinator  
Mental Health Therapy Tech  
Psychiatric Social Worker  
Transporting Mental Health Aide

2. The State will continue the following classification studies during the term of this Agreement:

(a) Health Study Work Package 3 - Pharmacy and Physicians, to include the following classifications:

Medical Consultant  
Pharmacist  
Pharmacy Technician 1  
Pharmacy Technician 2

(a) Health Study Work Package 4 - Healthcare, hard to fill, to include the following classifications:

Clinical Dietician  
Communicable Disease Investigator  
Epidemiologist 1  
Epidemiologist 2  
Medical Records Consultant  
Medical Records Specialist  
Medical Review Coordinator  
Medical Transcriptionist 2  
Nutrition Consultant  
Public Health Educator 1  
Public Health Educator 2  
Public Health Toxicologist  
Public Health Veterinarian

(c) Health Study Work Package 5 – Lab, to include the following classifications:

Medical Lab Technologist  
Medical Laboratory Tech 1  
Medical Laboratory Tech 2  
Microbiologist 1  
Microbiologist 2

Microbiologist 3

(d) Health Study Work Package 6 – Dentistry, to include the following classifications:

Dental Assistant  
Dental Hygienist

(e) Health Study Work Package 7 – Imaging, to include the following classification:

Radiologic Technologist

(f) Health Study Work Package 8 - PT, OT, Speech, to include the following classifications:

Certified Occupation Therapist Assistant  
Licensed Physical Therapy Assistant  
Occupational Therapist  
Physical Therapist  
Speech/Language Pathologist

The Employer will include market data for any classification studies which are concluded prior to November 1 of the year preceding the expiration of this Collective Bargaining Agreement.

### LETTER OF AGREEMENT 101.2C-99-40 **Article 101.2C--Safety and Health** **Patient Transportation (OSH)**

This Letter of Agreement is entered into by the SEIU Local 503, OPEU (Union), and the State of Oregon (Employer), on behalf of Oregon State Hospital.

The Salem Campus of Oregon State Hospital will ensure that sufficient vehicles used to transport patients will be properly equipped with safety barrier and/or proper restraint equipment to allow for safe physical control of patients based on clinical status of the patient being transported as determined by the hospital.

This Letter of Agreement expires June 30, 2013, unless negotiated into a successor agreement.

### LETTER OF AGREEMENT 121.00-99-41 **Article 121--Education, Training, and Development** **“Violence in the Workplace” Training Program**

This Agreement is between the State of Oregon, acting through the Department of Administrative Services (Employer) on behalf of Agencies covered by the Master Agreement and the SEIU Local 503, OPEU (Union).

The Parties agree to the following:

The Agency agrees to offer on an on-going basis to employees, the training program developed by Oregon OSHA entitled, “Violence in the Workplace,” or some other suitable Agency programs, as determined by the Agency.

Employees authorized to attend the training during their scheduled shift will be on paid release time not to include overtime.



## APPENDIX A – LETTERS OF AGREEMENT

### LETTER OF AGREEMENT 00.00-99-46 Joint Committee on Salary Surveys

This Agreement is entered into by the State of Oregon, acting through its Department of Administrative Services, Labor Relations Unit (Employer), and the SEIU Local 503, OPEU (Union).

The Parties agree to continue the joint committee of two (2) management and two (2) Union representatives to review appropriate market comparisons for the bargaining units' compensation, including methodology and data collection. The committee will also examine the State's relationship to market and make recommendations to the Governor for moving state compensation closer to market. This committee shall not enter into formal negotiations nor have recourse to the dispute resolution procedures for negotiations. This committee shall provide the update by October 1, 2008.

### LETTER OF AGREEMENT 00.00-99-48 CDL--Drug Testing

This Agreement is by and between the State of Oregon, through its Department of Administrative Services, hereinafter called the "Employer," on behalf of the Department of Transportation, Department of Forestry, Department of Education, Department of Administrative Services, Department of Agriculture, Oregon State Hospital, Parks and Recreation Department and Oregon Department of Fish & Wildlife, hereinafter called the "Agency" and the SEIU Local 503, OPEU hereinafter called the "Union."

The Parties agree to the following:

#### Section 1. Application.

This Agreement covers all SEIU Local 503, OPEU-represented employees who are required to possess a commercial driver license and perform safety-sensitive functions in all Agencies where the Union is the bargaining agent. This Agreement is specifically limited to meeting the alcohol and drug testing requirements pursuant to Federal Department of Transportation regulations for CDLs and applicable law.

#### Section 2. Term of Agreement.

This Agreement ends June 30, 2011 except as otherwise noted.

#### Section 3. Payment for Testing.

Agencies will pay for random, reasonable suspicion, post-accident and return to duty testing. If an employee wants additional tests conducted, the employee pays for the test. As used herein, a drug test may include both the initial test and confirmation of a single specimen.

Where an employee with a positive alcohol/drug test result is offered a last chance agreement by the Agency, which the employee signs, the Agency will pay for the first six (6) follow-up tests required by the certified substance abuse professional.

#### Section 4. Pre-Employment Testing.

A pre-employment drug test will be conducted under the following conditions, except where conditions listed in Part 382.301(b)(c) are met:

- (a) New hire to the Agency, unless the employee meets the requirements outlined in the regulations.
- (b) Return from layoff.
- (c) Reemployed as a seasonal employee.
- (d) Promotions, demotions and transfers where the employee moves into a position that requires a commercial driver license.

- (e) Where an employee possesses a commercial driver license and receives a new assignment requiring the possession of a CDL yet does not change positions.

#### Section 5. Consequences of Positive Tests.

When an Agency receives notice of an employee's positive test, the Agency will take one (1) or more of the following actions in addition to removing the employee from safety-sensitive functions.

##### (a) Random, Reasonable Suspicion and Pre-Employment Tests.

1. Temporarily assign the employee to non-safety-sensitive functions;
2. Allow an employee to take accrued leave or leave without pay pursuant to the requirements of the Agreement if the Agency does not assign non-safety-sensitive functions;
3. Refer the employee to rehabilitation and last chance agreement;
4. Take disciplinary action pursuant to the requirements of the Agreement.

In the case of pre-employment testing for promotions, demotions or transfers where the employee is moving from a position that does not require a CDL to a position that requires a CDL, an additional option is to rescind the appointment.

##### (b) Post Accident, Follow-Up and Return to Duty Testing.

This Agreement does not waive employee rights under Part 382.505 as it applies to alcohol test results of 0.02 to 0.039.

The Parties acknowledge that an Agency, at its own discretion, may decide to offer a last chance agreement to an employee as an alternative to termination. However, nothing in the Master Agreement or this Agreement shall preclude an Agency from issuing a lesser form of discipline in conjunction with offering a last chance agreement. Last chance agreements will not include blood testing or additional follow-up testing not required by the certified substance abuse professional. The duration of a last chance agreement shall be for a period of five (5) years starting from the effective date of the last chance agreement. After the five (5) year period, the last chance agreement will be removed from the employee's personnel file.

#### Section 6. Use of Leaves.

- (a) An employee will be granted Agency time for actual testing, traveling to and from the test site if such travel is required and for meeting with the Medical Review Officer if such meeting is necessary.
- (b) An employee who tests positive in a random, reasonable suspicion or post-accident test can use any accrued leave or leave without pay pursuant to the terms of the Agreement when removed from his/her position when the Agency does not assign the employee non-safety-sensitive functions to perform.
- (c) An employee can use accrued leave or leave without pay pursuant to the terms of the Agreement to enroll in and participate in a rehabilitation program and for meeting with the certified substance abuse professional if such meeting is required.
- (d) If test results are later found to be negative, and the employee used accrued leave when removed from a safety-sensitive function, the employee's leave accrual balance will be restored.

Section 7. Refusal to Test. An employee will be terminated pursuant to the requirements of the Agreement.

Section 8. Definition of "Accident" for Purposes of Post-Accident Testing. The definition of "accident" shall be the same as the definition contained in Part 390.5 of the Federal Regulations. Post-accident testing shall be limited to the driver of the commercial motor vehicle pursuant to Part 382.303(a) of the federal regulations.

## APPENDIX A – LETTERS OF AGREEMENT

Section 9. Status of Person on Return from Layoff and Seasonal Rehire. The consequences for a person on a return from a layoff list or seasonal rehire list as a result of a positive test will be the following:

- (a) Return from Layoff.
1. Alcohol test results of 0.04 or greater or a positive drug test. Upon notice from the employee, the Agency will consider that he/she exercises his/her one (1) right of refusal under the Agreement and continues on the list pursuant to the terms of the Agreement.
  2. Alcohol test results of less than 0.04. The Agency will require that the employee take a return to duty test. If the test is negative, the person will be hired. If the alcohol test is positive, the employee will notify the Agency that he/she is exercising his/her one (1) right of refusal under the Agreement and will continue on the list pursuant to the terms of the Agreement.
- (b) Seasonal Rehire.
1. Alcohol test result of 0.04 or greater or positive drug test. The person will not be rehired, but can reapply under reemployment conditions.
  2. Alcohol test results of less than 0.04. The Agency will require that the person take a return to duty test. If the test is negative, the person will be hired. If the test is positive, the person will be denied the position and can reapply under reemployment conditions.

Section 10. Employees Authorized to Require Reasonable Suspicion Testing. In addition to supervisors, an SEIU Local 503, OPEU-represented employee may be assigned to require reasonable suspicion testing of an employee only when:

- (a) The employee has been formally assigned in writing to perform the responsibilities of a management service position, and,
- (b) The employee has been trained to determine "reasonable suspicion" in accordance with the Federal regulations covering alcohol and drug testing for commercial drivers.

Section 11. Requested Written Information.

- (a) Upon request of the affected employee or Union representative, the Agency will provide to the affected employee or Union representative written verification of a positive drug test after the Agency receives such written verification of a positive drug test.
- (b) The number of random drug tests conducted and the number of positive drug tests will be sent to the Union on a quarterly basis.
- (c) Upon the Union's written request, the Agency will obtain from the State Contractor, the location of prior random drug testing for the previous calendar quarter for the Agency for which the Union seeks such information. The Union shall pay any costs associated with obtaining the information requested by the Union.

### LETTER OF AGREEMENT 00.00-99-49 Telecommuting

This Letter of Agreement is entered into between the State of Oregon by the Department of Administrative Services, Labor Relations Unit, on behalf of the State of Oregon, and the SEIU Local 503, OPEU.

Upon request, the Agency will provide to the Union a copy of its telecommuting policy and the names, business addresses and telephone numbers of all bargaining unit employees who telecommute or whose official work station is at their residences.

### LETTER OF AGREEMENT 00.00-01-70 CDL--Drug Testing (Temporary Employees)

This Agreement is by and between the State of Oregon, through its Department of Administrative Services, hereinafter called the "Employer," on behalf of the Department of Transportation, Department of Forestry, Department of Education, Department of Administrative Services, Department of Agriculture, Oregon State Hospital, Parks and Recreation Department and Oregon Department of Fish & Wildlife, hereinafter called the "Agency" and the SEIU Local 503, OPEU, hereinafter called the "Union."

The Parties agree to the following:

#### Section 1. Application.

This Agreement covers all SEIU Local 503, OPEU-represented temporary employees who are required to possess a commercial driver license and perform safety-sensitive functions in all Agencies where the Union is the bargaining agent. This Agreement is specifically limited to meeting the alcohol and drug testing requirements pursuant to Federal Department of Transportation regulations for CDLs and applicable law.

#### Section 2. Term of Agreement.

This Agreement ends June 30, 2013 except as otherwise noted.

#### Section 3. Payment for Testing.

Agencies will pay for random, reasonable suspicion, post-accident and return to duty testing. If an employee wants additional tests conducted, the employee pays for the test. As used herein, a drug test may include both the initial test and confirmation of a single specimen.

#### Section 4. Pre-Employment Testing.

A pre-employment drug test will be conducted under the following conditions, except where conditions listed in Part 382.301(b)(c) are met:

- (a) All initial temporary appointments and/or subsequent temporary appointments to the Agency, unless the employee meets the requirements outlined in the regulations.
- (b) Where an employee possesses a commercial driver license and receives a new assignment requiring the possession of a CDL.

#### Section 5. Consequences of Positive Tests.

When an Agency receives notice of an employee's positive test, the Agency will take one (1) or more of the following actions in addition to removing the employee from safety-sensitive functions:

- (a) Random, Reasonable Suspicion Tests.
1. Temporarily assign the employee to non-safety-sensitive functions while awaiting the outcome of a requested split sample test;
  2. An employee shall be unassigned while awaiting the outcome of a requested split sample test, if the Agency does not assign non-safety-sensitive functions;
  3. Terminate the temporary appointment.
- (b) Pre-Employment Tests.
1. In the case of pre-employment testing where the employee is moving from an assignment that does not require a CDL to an assignment that requires a CDL, an additional option is to rescind the appointment.
  2. In the case of initial or subsequent temporary appointments, the Agency shall rescind the offer of appointment.

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### Section 6. Agency Time.

An employee will be granted Agency time for actual testing, traveling to and from the test site if such travel is required and for meeting with the Medical Review Officer if such meeting is necessary.

Section 7. Refusal to Test. A temporary employee's appointment will be terminated.

Section 8. Definition of "Accident" for Purposes of Post-Accident Testing. The definition of "accident" shall be the same as the definition contained in Part 390.5 of the Federal Regulations. Post-accident testing shall be limited to the driver of the commercial motor vehicle pursuant to Part 382.303(a) of the federal regulations.

Section 9. Employees Authorized to Require Reasonable Suspicion Testing. In addition to supervisors, an SEIU Local 503, OPEU-represented employee may be assigned to require reasonable suspicion testing of an employee only when:

- (a) The employee has been formally assigned in writing to perform the responsibilities of a management service position; and,
- (b) The employee has been trained to determine "reasonable suspicion" in accordance with the Federal regulations covering alcohol and drug testing for commercial drivers.

### Section 10. Requested Written Information.

- (a) Upon request of the affected employee or Union representative, the Agency will provide to the affected employee or Union representative written verification of a positive drug test after the Agency receives such written verification of a positive drug test.
- (b) The number of random drug tests conducted and the number of positive drug tests will be sent to the Union on a quarterly basis.
- (c) Upon the Union's written request, the Agency will obtain from the State Contractor, the location of prior random drug testing for the previous calendar quarter for the Agency for which the Union seeks such information. The Union shall pay any costs associated with obtaining the information requested by the Union.

### **LETTER OF AGREEMENT 00.00-09-191** **Mandatory Unpaid Time Off**

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Agencies identified in [Article 1](#) and the SEIU Local 503, OPEU (Union).

This Letter of Agreement shall become effective upon ratification of the Collective Bargaining Agreement, and automatically terminate June 30, 2013, unless the Parties agree to extend or amend its provisions.

To the extent this Letter of Agreement conflicts with any provisions of collective bargaining agreements, this Letter of Agreement shall prevail.

The Agreement is as follows:

1. The State will implement mandatory unpaid time off for affected employees as follows:

Tiers by Salary Rate	Number of Days
\$2450 and below	10 days
\$2451 to \$3100	12 days
\$3101 and above	14 days

- (a) Pro-rated share for less than full-time based on the employee's regularly scheduled hours.
- (b) Seasonal employees based on their regularly scheduled hours during the months in which they are employed.

- (c) Temporary employees will be unscheduled for mandatory unpaid time off.

2. Mandatory unpaid time off shall only be considered time worked for: a) holiday pay computations; b) vacation, sick leave and personal leave accrual; and c) Employer's insurance contributions.
3. Full-time employees shall take mandatory unpaid time off in hours equivalent to a full shift, or the remaining obligation, if it equals less than a full shift, unless otherwise provided in this Agreement.
4. Except for agencies or programs covered by Section 5 below, mandatory unpaid time off will be scheduled based on fixed office closures. The following days will be designated as office closure days:

- Friday, September 16, 2011
- Friday, November 25, 2011
- Friday, March 23, 2012
- Friday, May 25, 2012
- Friday, August 17, 2012
- Friday, October 19, 2012
- Friday, November 23, 2012
- Friday, January 18, 2013
- Friday, April 19, 2013
- Friday, May 24, 2013

For OSAC, 2/20/12 and 2/11/13 will be substituted for 11/25/11 and 11/23/12.

Employees who are mandated to take a greater number of mandatory unpaid time off than closure days, based on Section 1, will take the remaining mandatory unpaid time off as float days consistent with Section 5 below.

5. Floating Mandatory Unpaid Time Off

(a) For agencies or programs designated by the Employer as non-closures, employees will have their choice of days off, subject to operating needs. In the event that an agency receives additional positions from the 11-13 Legislature, the Employer will notify the Union of those positions that are subject to float days.

(b) Employees subject to floating mandatory unpaid time off will submit a mandatory unpaid time off request form to their supervisors in accordance with agency procedures for requesting paid time off. Where no specific provision exists, if there is a conflict in requested days off, that conflict will be resolved by granting the days off to the person who made the first request. Where specific provisions exist, vacation requests of more than one (1) day will be processed prior to requests for mandatory unpaid time off days. For simultaneous requests for mandatory unpaid days off and vacation requests for more than one (1) day, vacation requests will be processed prior to requests for mandatory unpaid time off.

(c) Mandatory unpaid time off requests for the same days will be determined pursuant to the specific provisions contained in Article 66.1 – 66.5 and related Agency provisions.

## APPENDIX A – LETTERS OF AGREEMENT

- (d) In an effort to ensure that the scheduling of time off is distributed throughout the term of this Agreement, mandatory unpaid time off will be scheduled and taken no later than March 31, 2013. Employees will take no more than two (2) days in a work week.
- (e) Except for the closure days on April 19 and May 23, 2013, if the mandatory unpaid time off is not scheduled and taken by March 31, 2013, then management will schedule the employee to take the Mandatory Unpaid Time Off by May 31, 2013. In the event an employee has any mandatory unpaid time off obligation remaining after May 31, 2013, the employee's July 1, 2013 paycheck for the June 2013 pay period will be reduced by the equivalent amount for the remaining mandatory unpaid time off days.
- (f) An employee is not eligible to receive unemployment benefits for the days taken as mandatory unpaid time off. Should an employee receive unemployment benefits, the Agency will automatically deduct from the employee's paycheck the full amount of money that equals the dollar amount the employee received in unemployment benefits. The deduction shall be taken from one (1) paycheck.
- (g) The Agency shall not incur any penalty or overtime payment for adjustments to employees' schedules not to exceed a forty (40)-hour workweek, including mandatory unpaid time off.
- (h) If an employee does not wish to take unpaid furlough days, he/she may voluntarily take a salary reduction as follows:
- A reduction in the amount of two and sixty-eight hundredths percent (2.68%) for employees earning three thousand one hundred and one dollars (\$3,101) or more a month;
  - A reduction of two and three tenths percent (2.30%) for employees earning between two thousand four hundred fifty one dollars and three thousand one hundred and one dollars (\$2,451 - \$3,101) a month;
  - A reduction of one and ninety-two hundredths percent (1.92%) for employees earning below two thousand-four hundred and fifty dollars (\$2,450) a month.
6. No employee will be required to use mandatory unpaid time off on a holiday. However, an employee may request to use mandatory unpaid time off on a holiday pursuant to the above provisions.
7. No employee shall be authorized to use any paid leave time or time accrued to replace mandatory unpaid time off.
8. If a closure day is scheduled on a day in which an employee is scheduled to work more or less than an eight (8)-hour workday, the employee will take Mandatory Unpaid Time Off equivalent to a full shift or the remaining obligation if it equals less than a full shift or, with supervisory approval, will adjust his or her schedule in a manner which is consistent with the practice that is used during a week in which there is a holiday. In either case, the employee's schedule will not exceed a forty (40)-hour workweek, including mandatory unpaid time off, unless the employee is taking the remaining furlough obligation and is equal to less than a full shift.
- The Agency shall not incur any penalty or overtime payment for adjusting the employee's schedule.
9. An employee shall not work on a date designated as mandatory unpaid time off. However, in emergency situations based on operational needs, the Agency head or designee may require the employee to work. Pursuant to the Collective Bargaining Agreement, the Employer shall pay any appropriate call-in or penalty pay for requiring an employee to work on a scheduled day off. If the Employer requires an employee to work on a date designated as mandatory unpaid time off, the employee will have his or her choice of an alternate day, subject to the operating needs and the provisions of Section 5. A mandatory unpaid time off day, if canceled by management, may not be rescheduled more than once.
10. Should a designated closure date fall on the employee's regularly scheduled day off, subject to Agency approval, the employee shall take the Mandatory Unpaid Time Off on an alternate workday.
- (a) If the alternate time is not scheduled and taken by March 31, 2013, management shall ensure the remaining Mandatory Unpaid Time Off is taken. The Employer shall schedule the employee to take the time by June 30, 2013.
- (b) The Agency shall not incur any penalty or overtime payment for adjustments to employees' schedules not to exceed a forty (40)-hour workweek, including mandatory unpaid time off.
11. Mandatory unpaid time off will not count as a break-in-service for purposes of seniority or employee salary eligibility date.
12. Mandatory unpaid time off shall not add to the length of an employee's trial service period.
13. Deductions from the pay of a FLSA-exempt employee, for absences due to a budget required mandatory unpaid time off, shall not disqualify the employee from being paid on a salary basis except in the workweek in which the mandatory unpaid time off occurs and for which the employee's pay is accordingly reduced.
14. If a FLSA-exempt employee is permitted to work in excess of forty (40) hours in a workweek in which the employee takes mandatory unpaid time off, then such employee shall be eligible for pay at the rate of time and one-half (1 1/2x) for hours in excess of forty (40) hours that workweek.

### LETTER OF AGREEMENT 00.00-09-193

#### **Mandatory Unpaid Time Off** **Clarifications For Implementation**

The Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (DAS) (Employer) and the SEIU Local 503, OPEU (Union). The parties agree to the following clarifications for implementation of the mandatory unpaid time off [Letter of Agreement #00.00-09-191](#).

## APPENDIX A – LETTERS OF AGREEMENT

### 1. Requests for Floating Mandatory Unpaid Time Off Days.

Employees may request to take no more than two (2) mandatory unpaid time off days in the same week. The supervisor will have up to fifteen (15) days to respond to the employee's request for the mandatory unpaid time off day.

### 2. Mandatory Unpaid Time Off for Newly-Hired, Reemployed, Recalled and Transferred Employees.

At the time of an employment offer, the employee shall be given the number of hours designated as mandatory unpaid time off days.

### 3. Seasonal Full-Time Employee - Calculation of Mandatory Unpaid Time Off Obligation.

Full-time seasonal employee's mandatory unpaid time off days obligation shall be determined by using the following formula as a guideline:

$$(MS \div TM) \times TO$$

Formula Description:

MS = Estimated number of months the seasonal employee will work during the period in which mandatory unpaid time off must be taken.

TM = Total number of months during the 2011-2013 biennium during which mandatory unpaid time off must be taken.

TO = Total number of mandatory unpaid time off days required for the biennium for the salary tier for the employee.

Example: The employee's seasons include the months of May through October 2011 and May through October 2012. The seasonal employee is expected to work both seasons. The seasonal employee is in the top salary tier which has a maximum of fourteen (14) mandatory unpaid time off days. The calculation is the following:

$$(MS \div TM) = (9 \text{ months} \div 22 \text{ months}) = .409$$

$$TO = 14 \text{ days}$$

$$(9 \div 22) \times 14 = 5.73 \text{ days}$$

Rounding to nearest whole number = 6 mandatory unpaid time off days (8 hours each).

### 4. Part-time (including seasonal part-time) Employee – Calculation of Mandatory Unpaid Time Off Obligation.

Part-time employee's mandatory unpaid time off obligation is prorated based on the actual paid hours, excluding overtime, for the part-time employee in the previous twelve (12) months or previous season, whichever is applicable. The mandatory unpaid time off obligation shall be prorated using the following formula as a guideline:

$$(SSH/FTH) \times 8 = MH$$

Formula Description:

SSH = The scheduled hours in a month for the part-time employee.

FTH = The number of full-time hours in a month.

8 = The number of hours in a full-time mandatory unpaid time off day obligation.

MH = The number of mandatory unpaid time off hours required for a mandatory unpaid time off day for the part-time employee.

Example: Using the facts in the example used for full-time calculation (six (6) mandatory unpaid time off days), but adding that the part-time employee is scheduled to work three-quarter (3/4) time for the previous twelve (12) months or previous season, whichever is applicable. Three-quarter (3/4) time is equivalent to one-hundred thirty (130) hours (i.e., three-quarters (3/4) of the one-hundred seventy-three and thirty-three one-hundredths (173.33) full-time hours in a month). The calculation is:

$$(130 \text{ hours} / 173.33 \text{ hours}) \times 8 = 6 \text{ hours}$$

The three-quarter (3/4) time employee would take three-quarters (3/4) of a workday (i.e., six (6) hours) off for a mandatory unpaid time off day.

Seasonal employees employed multiple seasons and/or by multiple agencies, will be dealt with on an Agency-by-Agency basis to determine the number of mandatory unpaid time off days.

5. An employee's original mandatory unpaid time off obligation will not be changed as a result of promotion, demotion or reclassification except if the employee changes from part-time to full-time or seasonal to full-time or vice versa.

6. Unpaid Leaves (Including FMLA/OFLA, Military Leave, Workers Comp, Leave Without Pay) During Closures.

For employees observing mandatory unpaid closure days, if an employee is on leave without pay when a mandatory unpaid time off closure day occurs, the employee will not be required to make up the missed mandatory unpaid time off day.

7. Authorized Unpaid Leaves (Including FMLA/OFLA, Military Leave, Workers Comp, Leave Without Pay) and Float Day Observance.

If an employee's scheduled mandatory unpaid time off day occurs when the employee is on authorized leave without pay, the scheduled mandatory unpaid time off day will count towards the employee's obligation. The supervisor will code the mandatory unpaid time off.

8. Scheduling of Vacation and Mandatory Unpaid Time Off.

Employees may schedule mandatory unpaid time off days as part of their vacation request, (e.g., an employee may request a week's vacation that includes mandatory unpaid time). However, in no case shall an employee take more than two (2) mandatory unpaid time off days in a work week. If seniority is used as a tiebreaker or to bump a preapproved vacation, there shall be no substitution with mandatory unpaid time off days.

9. Employees Called In to Work on a Mandatory Unpaid Time Off Day Off.

In the event an employee is called in to work on a date designated as a mandatory unpaid time off day due to operational needs, the employee and supervisor shall arrange to take the remainder of

## APPENDIX A – LETTERS OF AGREEMENT

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the mandatory unpaid time off at a mutually agreeable time. The remaining mandatory unpaid time off, with approval from the supervisor, may be taken during the employee's workweek, as long as the workweek does not exceed forty (40) hours, including the mandatory unpaid time off, or at another time. If the remaining hours of mandatory unpaid time off to be made up are less than an employee's full scheduled workday, the employee may either split a workday (mandatory unpaid hours plus regular work hours) to make a full work shift or make alternate arrangements for the remainder of the shift, including but not limited to using appropriate accrued leave. If the remaining portion of the mandatory unpaid time off is not mutually scheduled and taken by March 31, 2013, then management shall ensure the remaining portion of the mandatory unpaid time off day is rescheduled.

10. Adjusting the Mandatory Unpaid Time Off Day Off Obligation for Employees Hired After Ratification of the Collective Bargaining Agreement.

Employees hired after ratification of the Collective Bargaining Agreement will have their mandatory unpaid time off obligation adjusted for the time remaining to June 30, 2013.

11. Changing Closure or Float Days for Operational Needs (SEIU).

If an Agency identifies specific operational needs for a program to change from observing closures rather than float days, or vice versa, or change from observing a specific scheduled closure date, the Agency will submit the change to the Union and DAS Labor Relations within thirty (30) days following ratification of the Collective Bargaining Agreement.

12. Non-Emergency Changes to Employees Observing Fixed Closure Days

The Letter of Agreement does not preclude schedule changes pursuant to the Collective Bargaining Agreement.

Employees who are attending or presenting at conferences or traveling on closure days may convert the closure day to a float day.

For Board and Commission meetings scheduled on a closure day, that closure day may be converted into a float day.

See Mandatory Time Off Obligation Chart at the end of Appendix A.

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**Mandatory Unpaid Time Off Obligation Remaining by Salary Tier**

10 Fixed Closures	<i>NEW HIRE Obligation (with Agency Closures and/or Floats)</i>				<i>SEPARATING EMPLOYEE Obligation<sup>4</sup> (with Agency Closures and/or Floats)</i>			
	Hire Date	Tier 1 (10 days)	Tier 2 (12 days)	Tier 3 (14 days)	Separation Date <sup>5</sup>	Tier 1 (10 days)	Tier 2 (12 days)	Tier 3 (14 days)
		Hours	Hours	Hours		Hours	Hours	Hours
August <sup>1</sup> 9/16/11	7/1/11-9/16/11	80	96	112	7/1/11-9/15/11	0	0	0
	9/17/11-11/25/11	72	88	104	9/16/11-11/24/11	8	8	8
11/25/11	11/26/11-1/31/12	64	80	96	11/25/11-3/22/12	16	24	24
	2/1/12-3/23/12			88				
3/23/12	3/24/12-5/25/12	56	72	80	3/23/12-5/24/12	24	32	40
5/25/12	5/26/12-6/30/12	48	64	72	5/25/12-8/16/12	32	40	48
	7/1/12-8/17/12	48	56	64				
8/17/12	8/18/12-10/19/12	40	48	56	8/17/12-10/18/12	40	48	56
10/19/12 11/23/12	10/20/12-11/23/12	32	40	48	10/19/12-11/22/12	48	56	64
	11/24/12-1/18/13	24	32	40	11/23/12-1/17/13	56	64	80
1/18/13	1/19/13-3/31/13	16	24 <sup>2</sup>	32 <sup>2</sup>	1/18/13-2/28/13	64	80	96
				24 <sup>2</sup>	3/1/13-3/31/13	80 <sup>6</sup>	96 <sup>6</sup>	112 <sup>6</sup>
4/19/13 5/24/13	4/20/13-5/24/13	8	16 <sup>2</sup>	16 <sup>2</sup>	4/1/13-6/30/13	80 <sup>6</sup>	96 <sup>6</sup>	112 <sup>6</sup>
	5/25/13-6/30/13	0	0 <sup>3</sup>	0 <sup>3</sup>				

*This chart calculates the mandatory unpaid time obligation for new hire employees and the minimum required obligation for separating employees. Fixed closures may vary for some Agencies; employee obligation will be reduced according to the Agency's fixed closures. Chart reflects unpaid time off reduced in 8-hour increments (full-time regular work schedule). Employees on an alternative work schedule or flexible work schedule may take the unpaid time off as their shift and their obligation hours shall be reduced accordingly. Additional or specific requirements are specified in any applicable collective bargaining agreement and/or by policy.*

**FOOTNOTES:**

- <sup>1</sup> 8/19/11 was a fixed closure for some represented agencies instead of 9/16/11. For those agencies, the New Hire obligation would be reduced by one day beginning 8/19/11. Also, on the Separating Employee Chart the obligation for taking one day began on 8/19/11, instead of 9/16/11.
- <sup>2</sup> The mandatory unpaid time off obligation exceeds the number of remaining closure dates because the employee has float days.
- <sup>3</sup> The float mandatory time off will not be required for an employee hired after 5/24/13.
- <sup>4</sup> Employees who retire or separate from the State prior to the end of the biennium are required to schedule and take the number of mandatory unpaid time off days identified for their separation date prior to separating.
- <sup>5</sup> Break points for separation dates are based either on closure dates or the end of the biennium time when obligations are to be completed.
- <sup>6</sup> Separating employees should have taken the total required number of mandatory unpaid time off obligation by 3/31/13, unless the employee observes closure days. If the employee observes closures, the obligation on 4/1/13 would be 8, 10, and 12, respectively. After the 4/19/13 closure date, the obligation would be 9, 11 and 13, respectively, and after the 5/24/13 closure date the obligation would be fully completed with 10, 12 and 14 days respectively.

## APPENDIX B – NEW CLASSIFICATION PLAN WITH SALARY RANGES

SEIU LOCAL 503, OPEU - As of July 1, 2011

CLASS#	CLASS TITLE	SR	CLASS#	CLASS TITLE	SR
1215	Accountant 1	21	6295	Clinical Psychologist 2	32
1216	Accountant 2	23	5902	Communicable Disease Investigator	22
1217	Accountant 3	27	6614	Community Outreach Specialist	26
1218	Accountant 4	30	5246	Compliance Specialist 1	21
0210	Accounting Technician 1	13	5247	Compliance Specialist 2	25
0211	Accounting Technician 2	17	5248	Compliance Specialist 3	29
0212	Accounting Technician 3	19	3265	Construction Inspector	27
1190	Actuary	29	3267	Construction Project Manager 1	27
1510	Administrative Law Judge 1	30	3268	Construction Project Manager 2	30
1511	Administrative Law Judge 2	32	9116	Cook 1	13
1512	Administrative Law Judge 3	37	9117	Cook 2	17
0107	Administrative Specialist 1	17	4103	Custodial Services Coordinator	13
0108	Administrative Specialist 2	19	4101	Custodian	10
6616	Adult Protective Service Specialist	24	1475	Data Entry Control Technician	12
2540	Aerial Photographer	24	0501	Data Entry Operator	11
8125	Agricultural Worker	05	6391	Dental Assistant	15
8222	Aircraft Pilot	27	6396	Dental Hygienist	29
0725	Appraiser/Analyst 1	18	2350	Diagnostician	21
0726	Appraiser/Analyst 2	25	6380	Dietetic Technician	13
0727	Appraiser/Analyst 3	28	5925	Disability Analyst (Entry)	19
0728	Appraiser/Analyst 4	31	5926	Disability Analyst 1	23
4280	Apprenticeship Representative	23	5927	Disability Analyst 2	25
3615	Architectural Consultant	29	6440	District Veterinarian	27
3150	Architectural Space Planner	25	6638	Diversion Specialist	23
2204	Archivist 1	14	5923	DOJ Claims Examiner	22
2205	Archivist 2	18	6766	Dormitory Counselor (Entry)	12
4417	Automotive Service Technician	11	6767	Dormitory Counselor 1	16
4418	Automotive Technician 1	17	6768	Dormitory Counselor 2	20
4419	Automotive Technician 2	21	1161	Economist 1	23
9110	Baker	17	1162	Economist 2	27
6296	Behavior/Vocational Specialist 1	20	1163	Economist 3	30
6297	Behavior/Vocational Specialist 2	23	1164	Economist 4	33
8120	Biological Technician	16	2300	Education Program Specialist 1	30
6698	Business Employment Specialist 1	19	2301	Education Program Specialist 2	33
6699	Business Employment Specialist 2	21	4007	Electrician 1	22
0452	Business Enterprises Representative	18	4008	Electrician 2	26
4003	Carpenter	22	4009	Electrician 3	28
3116	Cartographer 1	17	2510	Electronic Publishing Design Spec 1	17
3117	Cartographer 2	21	2511	Electronic Publishing Design Spec 2	21
3118	Cartographer 3	23	2512	Electronic Publishing Design Spec 3	23
3121	Cartographic Program Specialist	25	6693	Employment Adjudicator	23
6506	Certified Occupation Therapy Asst	18	1543	Employment Appeals Board Legal Staff	29
6680	Chaplain	23	5638	Employer Tax Auditor	23
3715	Chemist 1	24	3105	Engineering Specialist 1	16
3716	Chemist 2	26	3106	Engineering Specialist 2	21
3717	Chemist 3	28	3107	Engineering Specialist 3	23
5950	Child Nutrition Specialist	28	3109	Engineering Technician 1	15
5128	Child Support Case Manager (Entry)	19	3110	Engineering Technician 2	19
5129	Child Support Case Manager	21	3111	Engineering Technician 3	21
5132	Child Support Specialist	23	3410	Environmental Engineer 1	25
5240	Civil Rights Field Representative 1	20	3411	Environmental Engineer 2	30
5241	Civil Rights Field Representative 2	23	3412	Environmental Engineer 3	32
5243	Civil Rights Intake Officer	19	3817	Environmental Health Specialist 1	19
5207	Claims Representative 1	22	3818	Environmental Health Specialist 2	24
5208	Claims Representative 2	24	3819	Environmental Health Specialist 3	27
6685	Client Care Surveyor	28	3845	Environmental Program Coordinator 1	21
6268	Clinical Dietitian	23	3846	Environmental Program Coordinator 2	23
6218	Clinical Epidemiologist	29	6216	Epidemiologist 1	27
6294	Clinical Psychologist 1	30	6217	Epidemiologist 2	29



## APPENDIX B – NEW CLASSIFICATION PLAN WITH SALARY RANGES

SEIU LOCAL 503, OPEU - As of July 1, 2011

CLASS#	CLASS TITLE	SR	CLASS#	CLASS TITLE	SR
4422	Equipment Operator	21	5911	Health Care Investigator - Pay Option A	26
0830	Executive Assistant	25		Health Care Investigator/ RN - Pay Option B	28N
0118	Executive Support Specialist 1	17		Health Care Investigator/ Dental Hygienist - Pay Option C	28
0119	Executive Support Specialist 2	19		Health Care Investigator/ Nurse Practitioner, Dentist - Pay Option D	30
3769	Experimental Biology Aide	12		Health Care Investigator/ Pharmacist - Pay Option E	39
3251	Facilities Engineer 1	27	6138	Health Service Technician	17
3252	Facilities Engineer 2	29	1531	Hearings Officer 2	29
3253	Facilities Engineer 3	31	0109	Hearings Recorder/Transcriber	16
4032	Facility Energy Technician 1	16	4436	Heavy Equipment Technician (Entry)	19
4033	Facility Energy Technician 2	20	4437	Heavy Equipment Technician 1	23T
4034	Facility Energy Technician 3	24	4438	Heavy Equipment Technician 2	26B
4035	Facility Energy Technician 4	26	6605	Human Services Assistant 1	12
4012	Facility Maintenance Specialist	18	6606	Human Services Assistant 2	15
4014	Facility Operations Specialist 1	24	6630	Human Services Case Manager	21
4014	Facility Operations Specialist 2	26	6657	Human Services Specialist 1	15
3800	Field Burning Technician	14	6658	Human Services Specialist 2	17
1547	Financial Enforcement Officer	32	6659	Human Services Specialist 3	19
5675	Financial Examiner 1	24	6660	Human Services Specialist 4	22
5676	Financial Examiner 2	27	5705	Industrial Hygienist 1	22
5677	Financial Examiner 3	30	5706	Industrial Hygienist 2	27
5235	Financial Investigator 1	26	5707	Industrial Hygienist 3	29
1243	Fiscal Analyst 1	23	5708	Industrial Hygienist 4	31
1244	Fiscal Analyst 2	27	1481	Information Systems Specialist 1	17I
1245	Fiscal Analyst 3	30	1482	Information Systems Specialist 2	21I
5640	Fiscal Auditor (Entry)	18	1483	Information Systems Specialist 3	24I
5641	Fiscal Auditor 1	23	1484	Information Systems Specialist 4	25I
5642	Fiscal Auditor 2	26	1485	Information Systems Specialist 5	28I
8340	Fish & Wildlife Technician (Entry)	13	1486	Information Systems Specialist 6	29I
8341	Fish & Wildlife Technician	17	1487	Information Systems Specialist 7	31I
8342	Fish & Wildlife Technician Senior	19	1488	Information Systems Specialist 8	33I
9100	Food Service Worker 1	08	6214	Institution Registered Nurse (RN)	31N
9101	Food Service Worker 2	10	2319	Institution Teacher BA ( <i>See Appendix E</i> )	24S
9102	Food Service Worker 3	13	2320	Institution Teacher MA ( <i>See Appendix E</i> )	26S
8218	Forest Inmate Crew Coordinator	19	5747	Insurance Examiner (Entry)	26
8253	Forest Lookout	11	5748	Insurance Examiner	30
8211	Forest Management Technician	16	5616	Internal Auditor 1	24
8256	Forest Officer Entry	19	5231	Investigator 1	19
8257	Forest Officer	23	5232	Investigator 2	21
8204	Forestry Nursery Technician	12	5233	Investigator 3	25
8201	Forestry Nursery Worker 1	07	6632	Juvenile Prob/Soc Svs Ofc/Juv Corr Counselor	24
8202	Forestry Nursery Worker 2	10	6807	Laboratory Assistant	10
8203	Forestry Nursery Worker 3	14	6810	Laboratory Technician 1	13
4240	Geotechnical Drill Specialist 1	14	6811	Laboratory Technician 2	17
4241	Geotechnical Drill Specialist 2	17	4116	Laborer/Student Worker	12
5645	Governmental Auditor (Entry)	19	0755	Land Agent	26
5646	Governmental Auditor 1	23	1520	Law Clerk	16
5647	Governmental Auditor 2	26	0110	Legal Secretary	17
5648	Governmental Auditor 3	29	2220	Librarian	26
5442	Grain Inspector	15	6502	Licensed Physical Therapy Assistant	18
4109	Grounds Maintenance Worker 1	14	6135	Licensed Practical Nurse (LPN)	20S
4110	Grounds Maintenance Worker 2	17	5420	Livestock Brand Inspector	13
6750	Group Life Coordinator 1	15	1001	Loan Specialist 1	23
6751	Group Life Coordinator 2	19	1002	Loan Specialist 2	27
6752	Group Life Coordinator 3	21	1003	Loan Specialist 3	30
6725	Habilitative Training Technician 1	14A			
6726	Habilitative Training Technician 2	15			
6727	Habilitative Training Technician 3	17			
9300	Hairdresser	14B			

## APPENDIX B – NEW CLASSIFICATION PLAN WITH SALARY RANGES

SEIU LOCAL 503, OPEU - As of July 1, 2011

CLASS#	CLASS TITLE	SR	CLASS#	CLASS TITLE	SR
4018	Machinist	26	6508	Occupational Therapist	25
4404	Mail Delivery Driver	14	0101	Office Assistant 1	07
0403	Mail Equipment Operator 1	12	0102	Office Assistant 2	09
0404	Mail Equipment Operator 2	15	0801	Office Coordinator	15
0405	Mail Services Assistant	10	0103	Office Specialist 1	12
4118	Maintenance/Laborer Coordinator	15	0104	Office Specialist 2	15
2304	Manual Arts Instructor	17	0870	Operations and Policy Analyst 1	23
7538	Medical Consultant	39	0871	Operations and Policy Analyst 2	27
6820	Medical Lab Technician 1	17	0872	Operations and Policy Analyst 3	30
6821	Medical Lab Technician 2	20	0873	Operations and Policy Analyst 4	32
6823	Medical Lab Technologist	24	4001	Painter	22
5937	Medical Record Consultant	21	1524	Paralegal	23
0015	Medical Records Specialist	18	8433	Park Ranger Assistant	12
6210	Medical Review Coordinator	28N	8434	Park Ranger 1	18PR
0010	Medical Transcriptionist 1	13	8435	Park Ranger 2	20
0011	Medical Transcriptionist 2	14	8436	Park Ranger 3	22
6708	Mental Health Security Technician	17	5550	Parking Services Representative	11
6531	Mental Health Specialist	24	0782	Parts Specialist 1	15
6711	Mental Health Therapist 1		0783	Parts Specialist 2	20
	Non-Strikeable Unit	17	6260	Pharmacist	39
	Strikeable Unit	18S	6385	Pharmacy Technician 1	12
6712	Mental Health Therapist 2		6386	Pharmacy Technician 2	14
	Non-Strikeable Unit	19	6503	Physical Therapist*	29
	Strikeable Unit	20S	1096	Planner 1	23
6717	Mental Health Therapy Shift Coordinator		1097	Planner 2	27
	Non-Strikeable Unit - Pay Option B	17	1098	Planner 3	30
	Strikeable Unit	19S	1099	Planner 4	32
6718	Mental Health Therapy Coordinator		4004	Plasterer	22
	Non-Strikeable Unit - Pay Option B	19	4005	Plumber	24
	Strikeable Unit	21S	6684	Pre-Admission Screening Specialist	24
6710	Mental Health Therapy Technician		2475	Printing Production Coordinator	23
	Non-Strikeable Unit	15	2446	Print Services Technician	16
	Strikeable Unit	16S	0435	Procurement & Contract Assistant	19
5430	Metrologist	26	0436	Procurement & Contract Spec 1	23
3779	Microbiologist 1	23	0437	Procurement & Contract Spec 2	27
3780	Microbiologist 2	25	0438	Procurement & Contract Spec 3	29
3781	Microbiologist 3	27	0860	Program Analyst 1	23
5857	Motor Carrier Enforcement Officer 1	19	0861	Program Analyst 2	27
5858	Motor Carrier Enforcement Officer 2	20	0862	Program Analyst 3	29
8501	Natural Resource Specialist 1	21	0863	Program Analyst 4	31
8502	Natural Resource Specialist 2	24	4037	Physical/Electronic Security Technician 1	19
8503	Natural Resource Specialist 3 – Pay Option A	27	4038	Physical/Electronic Security Technician 2	22
8503	Natural Resource Specialist 3		4039	Physical/Electronic Security Technician 3	24
	Hydrogeologist* – Pay Option B	28	0854	Project Manager 1	26
8503	Natural Resource Specialist 3		0855	Project Manager 2	29
	Registered Sanitarian* – Pay Option D	28	0856	Project Manager 3	31
8504	Natural Resource Specialist 4 – Pay Option A	30	6720	Psychiatric Social Worker	28
8504	Natural Resource Specialist 4		0864	Public Affairs Specialist 1	25
	Hydrogeologist* – Pay Option B	31	0865	Public Affairs Specialist 2	29
8504	Natural Resource Specialist 4		0866	Public Affairs Specialist 3	31
	Toxicologist* – Pay Option C	31	2327	Public Health Educator 1	24
8504	Natural Resource Specialist 4		2328	Public Health Educator 2	26
	Registered Sanitarian* – Pay Option D	31	3420	Public Health Engineer 1	21
8505	Natural Resource Specialist 5 – Pay Option A	32	3421	Public Health Engineer 2	24
8505	Natural Resource Specialist 5		3422	Public Health Engineer 3	27
	Hydrogeologist* – Pay Option B	33	6228	Public Health Nurse 1	28
6255	Nurse Practitioner	35	6229	Public Health Nurse 2	31
5955	Nutrition Consultant	29	3432	Public Health Toxicologist	29
5709	Occupational Safety Specialist 1	22	6445	Public Health Veterinarian	30
5710	Occupational Safety Specialist 2	27	0321	Public Service Representative 1	09
5711	Occupational Safety Specialist 3	29	0322	Public Service Representative 2	12

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CLASS#	CLASS TITLE	SR	CLASS#	CLASS TITLE	SR
0323	Public Service Representative 3	15	4152	Transportation Maintenance Specialist 2	19
0324	Public Service Representative 4	19	4163	Transportation Operations Specialist	20
2147	Publications Editor	21	0331	Transportation Services Representative 1	17
2323	Pupil Transportation Consultant	24	0332	Transportation Services Representative 2	19
6348	Radiologic Technologist	19	0333	Transportation Services Office Leader	21
8420	Ranger Aide	12	6101	Transporting Mental Health Aide	16
6520	Recreational Specialist	17	4401	Truck Driver 1	17
0427	Rehabilitation Industries Representative	19	4402	Truck Driver 2	20
2332	Rehab Instructor for the Blind (Entry)	21	0798	Veterans' Service Officer Entry	19
2333	Rehab Instructor for the Blind	23	0799	Veterans' Service Officer	23
6521	Rehabilitation Therapist	24	0784	Veterans' Trust Officer	23
1115	Research Analyst 1	19	2176	Video Producer	28
1116	Research Analyst 2	23	6646	Vocational Rehabilitation Counselor (Entry)	20
1117	Research Analyst 3	26	6647	Vocational Rehabilitation Counselor	25
1118	Research Analyst 4	30	6648	Vocational Rehabilitation Specialist	26
0841	Retirement Counselor 1	20	6220	Vocational Rehabilitation Evaluation Center RN	22
0842	Retirement Counselor 2	22	5245	Wage & Hour Compliance Specialist	23
5110	Revenue Agent 1	17	8510	Water Resource Data Technician 1	19
5111	Revenue Agent 2	19	8511	Water Resource Data Technician 2	21
5112	Revenue Agent 3	21	4020	Welder 1	20
5650	Revenue Auditor 1	17	4021	Welder 2	24
5651	Revenue Auditor 2	20	8263	Wildland Fire Dispatcher Entry	11
5652	Revenue Auditor 3	23	8264	Wildland Fire Dispatcher	15
1345	Safety Specialist 1	23	8254	Wildland Fire Suppression Specialist Entry	13
1346	Safety Specialist 2	27	8255	Wildland Fire Suppression Specialist	17
2150	Science/Technical Editor	21	0530	Word Processing Technician 1	12
4339	Scientific Instrument Technician	21	0531	Word Processing Technician 2	14
9201	Seamster	15	0532	Word Processing Technician 3	16
5670	Securities Examiner (Entry)	21	6755	Youth Corrections Unit Coordinator	23
5671	Securities Examiner	26			
5450	Shipping Point Inspector 1	15			
5451	Shipping Point Inspector 2	17			
4130	Sign Technician (Entry)	15			
4131	Sign Technician 1	19			
4132	Sign Technician 2	21			
6609	Social Service Assistant	17			
6611	Social Service Specialist (Entry)	20			
6612	Social Service Specialist 1	24			
6613	Social Service Specialist 2	26			
6200	Speech/Language Pathologist	27			
6226	Staff Development Nurse	26			
0251	State Library Specialist 1	12			
0252	State Library Specialist 2	18			
0770	State Procurement Analyst	30			
0100	Student Office Worker	07			
6701	Student/Human Services Worker	11			
8235	Student/Prof Forester Worker	11			
0150	Student/Prof/Tech Worker	11			
0758	Supply Specialist 1	14			
0759	Supply Specialist 2	20			
5630	Tax Auditor (Entry)	20			
5631	Tax Auditor 1	25			
5632	Tax Auditor 2	28			
2302	Teaching Assistant	13			
6298	Test Coordinator	16			
1105	Traffic Survey Interviewer	08			
1338	Training & Development Specialist 1	23			
1339	Training & Development Specialist 2	27			
4161	Transportation Maintenance Coordinator 1	21			
4162	Transportation Maintenance Coordinator 2	22			
4151	Transportation Maintenance Specialist 1	17			

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**“A”** Half-step range. An eight or nine-step range with rates that are approximately halfway between two ranges.

**“B”** Rates are the four or five top steps of a regular salary range.

**“I”** Special off-range pay option rate for Information Systems classifications.

**“N”** Special off-range rate for Nursing classifications.

**“PR”** First step is truncated.

**“S”** Other special adjustment off-range class.

**“T”** Four or five-step range that has steps between two regular salary ranges.

**\*** These new and revised classifications will be effective September 1, 2011.

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**APPENDIX C – SALARY SCHEDULES\* – STRIKEABLE UNIT – GENERAL**

SALARY RANGE	JULY 1, 2011 SALARY STEPS - STRIKABLE UNIT								
	1	2	3	4	5	6	7	8	9
5							1920	1981	2052
6						1920	1981	2052	2128
7					1920	1981	2052	2128	2214
8				1916	1979	2052	2128	2214	2284
9			1916	1979	2052	2128	2214	2284	2380
10		1916	1979	2052	2128	2214	2284	2380	2473
11	1916	1979	2052	2128	2214	2284	2380	2473	2585
11B					2214	2284	2380	2473	2585
12	1979	2052	2128	2214	2284	2380	2473	2585	2695
13	2052	2128	2214	2284	2380	2473	2585	2695	2816
14	2128	2214	2284	2380	2473	2585	2695	2816	2945
14A	2172	2250	2331	2427	2529	2639	2748	2868	2993
14B					2473	2585	2695	2816	2945
15	2214	2284	2380	2473	2585	2695	2816	2945	3086
16	2284	2380	2473	2585	2695	2816	2945	3086	3235
16S	2395	2472	2579	2679	2809	2941	3081	3222	3377
17	2380	2473	2585	2695	2816	2945	3086	3235	3383
17I	2468	2570	2676	2795	2922	3061	3202	3351	3507
18	2473	2585	2695	2816	2945	3086	3235	3383	3547
18P		2585	2695	2816	2945	3086	3235	3383	3538
18S	2579	2679	2809	2941	3081	3222	3377	3540	3707
19	2585	2695	2816	2945	3086	3235	3383	3547	3727
19B					3086	3235	3383	3547	3727
19S	2601	2705	2834	2968	3113	3255	3414	3575	3748
20	2695	2816	2945	3086	3235	3383	3547	3727	3903
20S	2809	2941	3081	3222	3377	3540	3707	3882	4065
21	2816	2945	3086	3235	3383	3547	3727	3903	4089
21I	2848	2981	3121	3265	3420	3579	3748	3925	4110
21S	2834	2968	3113	3255	3414	3575	3748	3931	4123
22	2945	3086	3235	3383	3547	3727	3903	4089	4286
23	3086	3235	3383	3547	3727	3903	4089	4286	4495
23T					3856	4041	4235	4438	4651
24	3235	3383	3547	3727	3903	4089	4286	4495	4716
24I	3259	3414	3574	3740	3916	4101	4292	4493	4703
25	3383	3547	3727	3903	4089	4286	4495	4716	4951
25I	3536	3702	3873	4056	4247	4446	4655	4875	5105
26	3547	3727	3903	4089	4286	4495	4716	4951	5187
26B					4286	4495	4716	4951	5187
27	3727	3903	4089	4286	4495	4716	4951	5187	5442
28	3903	4089	4286	4495	4716	4951	5187	5442	5703
28I	3947	4135	4326	4530	4745	4968	5201	5445	5700
28N	3992	4180	4375	4582	4798	5022	5259	5509	5771
29	4089	4286	4495	4716	4951	5187	5442	5703	5985
29I	4222	4420	4629	4846	5075	5313	5565	5828	6103
30	4286	4495	4716	4951	5187	5442	5703	5985	6277
31	4495	4716	4951	5187	5442	5703	5985	6277	6587
31I	4675	4895	5125	5365	5619	5883	6160	6449	6752
31N	4582	4798	5022	5259	5509	5771	6045	6332	6633
32	4716	4951	5187	5442	5703	5985	6277	6587	6912
33	4951	5187	5442	5703	5985	6277	6587	6901	7242
33I	5094	5333	5584	5849	6123	6411	6715	7032	7364
35	5442	5703	5985	6277	6587	6901	7242	7608	7977
37	5985	6277	6587	6901	7242	7608	7977	8368	8782
39	6587	6901	7242	7608	7977	8368	8782	9216	9671





**APPENDIX D – SALARY SCHEDULES\* – NON-STRIKEABLE UNIT – GENERAL**

SALARY RANGE	JULY 1, 2011 SALARY STEPS - NON-STRIKABLE UNIT								
	1	2	3	4	5	6	7	8	9
11	2068	2135	2216	2299	2395	2472	2579	2679	2809
12	2135	2216	2299	2395	2472	2579	2679	2809	2941
13	2216	2299	2395	2472	2579	2679	2809	2941	3081
14	2299	2395	2472	2579	2679	2809	2941	3081	3222
14A	2347	2434	2526	2629	2743	2875	3011	3152	3300
15	2395	2472	2579	2679	2809	2941	3081	3222	3377
16	2472	2579	2679	2809	2941	3081	3222	3377	3540
17	2579	2679	2809	2941	3081	3222	3377	3540	3707
Pay Option B									
17	2601	2705	2834	2968	3113	3255	3414	3575	3748
19	2809	2941	3081	3222	3377	3540	3707	3887	4080
Pay Option B									
19	2834	2968	3113	3255	3414	3575	3748	3931	4123
20	2941	3081	3222	3377	3540	3707	3887	4080	4275
20S	3067	3217	3369	3525	3695	3879	3895	4066	4245
21	3081	3222	3377	3540	3707	3887	4080	4275	4478
23	3377	3540	3707	3887	4080	4275	4478	4694	4920
28	4275	4478	4694	4920	5156	5403	5663	5934	6218

SALARY RANGE	DECEMBER 1, 2011 SALARY STEPS - NON-STRIKABLE UNIT (1.5% COLA)								
	1	2	3	4	5	6	7	8	9
11	2099	2167	2249	2333	2431	2509	2618	2719	2851
12	2167	2249	2333	2431	2509	2618	2719	2851	2985
13	2249	2333	2431	2509	2618	2719	2851	2985	3127
14	2333	2431	2509	2618	2719	2851	2985	3127	3270
14A	2382	2471	2564	2668	2784	2918	3056	3199	3350
15	2431	2509	2618	2719	2851	2985	3127	3270	3428
16	2509	2618	2719	2851	2985	3127	3270	3428	3593
17	2618	2719	2851	2985	3127	3270	3428	3593	3763
Pay Option B									
17	2640	2746	2877	3013	3160	3304	3465	3629	3804
19	2851	2985	3127	3270	3428	3593	3763	3945	4141
Pay Option B									
19	2877	3013	3160	3304	3465	3629	3804	3990	4185
20	2985	3127	3270	3428	3593	3763	3945	4141	4339
20S	3113	3265	3420	3578	3750	3937	3953	4127	4309
21	3127	3270	3428	3593	3763	3945	4141	4339	4545
23	3428	3593	3763	3945	4141	4339	4545	4764	4994
28	4339	4545	4764	4994	5233	5484	5748	6023	6311

## APPENDIX D – SALARY SCHEDULES\* – NON-STRIKEABLE UNIT – GENERAL

SALARY RANGE	JANUARY 1, 2013 SALARY STEPS - NON-STRIKABLE UNIT (1.45% COLA)								
	1	2	3	4	5	6	7	8	9
11	2129	2198	2282	2367	2466	2545	2656	2758	2892
12	2198	2282	2367	2466	2545	2656	2758	2892	3028
13	2282	2367	2466	2545	2656	2758	2892	3028	3172
14	2367	2466	2545	2656	2758	2892	3028	3172	3317
14A	2417	2507	2601	2707	2824	2960	3100	3245	3399
15	2466	2545	2656	2758	2892	3028	3172	3317	3478
16	2545	2656	2758	2892	3028	3172	3317	3478	3645
17	2656	2758	2892	3028	3172	3317	3478	3645	3818
Pay Option B 17	2678	2786	2919	3057	3206	3352	3515	3682	3859
19	2892	3028	3172	3317	3478	3645	3818	4002	4201
Pay Option B 19	2919	3057	3206	3352	3515	3682	3859	4048	4246
20	3028	3172	3317	3478	3645	3818	4002	4201	4402
20S	3158	3312	3470	3630	3804	3994	4010	4187	4371
21	3172	3317	3478	3645	3818	4002	4201	4402	4611
23	3478	3645	3818	4002	4201	4402	4611	4833	5066
28	4402	4611	4833	5066	5309	5564	5831	6110	6403



**APPENDIX E – SALARY SCHEDULES\* – INSTITUTION TEACHERS**

JULY 1, 2011 SALARY STEPS - Institution Teachers							
DEGREE	BA	BA	BA	BA	MA	MA	MA
CE CREDIT HOURS	0-23	24-44	45-68	69+	0-23	24-44	45+
CLASSIFICATION	C2319	C2319	C2319	C2319	C2320	C2320	C2320
SALARY RANGE	24S	24S	24S	24S	26S	26S	26S
PAY OPTION	B	C	D	E	B	C	D
<b>STEP:</b>							
1	2559	2645	2730	2823	2910	3275	3557
2	2645	2730	2823	2910	3003	3371	3649
3	2730	2823	2910	3003	3090	3463	3744
4	2823	2910	3003	3090	3187	3557	3836
5	2910	3003	3090	3187	3275	3649	3923
6	3003	3090	3187	3275	3371	3744	4017
7	3090	3187	3275	3371	3463	3836	4107
8	3187	3275	3371	3463	3557	3923	4204
9	3275	3371	3463	3557	3649	4017	4290
10	3371	3463	3557	3649	3744	4107	4388
11	3463	3557	3649	3744	3836	4204	4479
12	3557	3649	3744	3836	3923	4290	4574
13	3649	3744	3836	3923	4017	4388	4680
14	3744	3836	3923	4017	4107	4488	4788
15	3836	3923	4017	4107	4204	4590	4899
16	3923	4017	4107	4204	4290		
17	4017	4107	4204	4290	4380		
18	4107	4204	4290	4380	4472		
19				4472			

## APPENDIX E – SALARY SCHEDULES\* – INSTITUTION TEACHERS

DECEMBER 1, 2011 SALARY STEPS - Institution Teachers (1.5% COLA)							
DEGREE	BA	BA	BA	BA	MA	MA	MA
CE CREDIT HOURS	0-23	24-44	45-68	69+	0-23	24-44	45+
CLASSIFICATION	C2319	C2319	C2319	C2319	C2320	C2320	C2320
SALARY RANGE	24S	24S	24S	24S	26S	26S	26S
PAY OPTION	B	C	D	E	B	C	D
<b>STEP:</b>							
1	2597	2685	2771	2865	2954	3324	3610
2	2685	2771	2865	2954	3048	3422	3704
3	2771	2865	2954	3048	3136	3515	3800
4	2865	2954	3048	3136	3235	3610	3894
5	2954	3048	3136	3235	3324	3704	3982
6	3048	3136	3235	3324	3422	3800	4077
7	3136	3235	3324	3422	3515	3894	4169
8	3235	3324	3422	3515	3610	3982	4267
9	3324	3422	3515	3610	3704	4077	4354
10	3422	3515	3610	3704	3800	4169	4454
11	3515	3610	3704	3800	3894	4267	4546
12	3610	3704	3800	3894	3982	4354	4643
13	3704	3800	3894	3982	4077	4454	4750
14	3800	3894	3982	4077	4169	4555	4860
15	3894	3982	4077	4169	4267	4659	4972
16	3982	4077	4169	4267	4354		
17	4077	4169	4267	4354	4446		
18	4169	4267	4354	4446	4539		
19				4539			

## APPENDIX E – SALARY SCHEDULES\* – INSTITUTION TEACHERS

JANUARY 1, 2013 SALARY STEPS - Institution Teachers (1.45% COLA)							
DEGREE	BA	BA	BA	BA	MA	MA	MA
CE CREDIT HOURS	0-23	24-44	45-68	69+	0-23	24-44	45+
CLASSIFICATION	C2319	C2319	C2319	C2319	C2320	C2320	C2320
SALARY RANGE	24S	24S	24S	24S	26S	26S	26S
PAY OPTION	B	C	D	E	B	C	D
<b>STEP:</b>							
1	2635	2724	2811	2907	2997	3372	3662
2	2724	2811	2907	2997	3092	3472	3758
3	2811	2907	2997	3092	3181	3566	3855
4	2907	2997	3092	3181	3282	3662	3950
5	2997	3092	3181	3282	3372	3758	4040
6	3092	3181	3282	3372	3472	3855	4136
7	3181	3282	3372	3472	3566	3950	4229
8	3282	3372	3472	3566	3662	4040	4329
9	3372	3472	3566	3662	3758	4136	4417
10	3472	3566	3662	3758	3855	4229	4519
11	3566	3662	3758	3855	3950	4329	4612
12	3662	3758	3855	3950	4040	4417	4710
13	3758	3855	3950	4040	4136	4519	4819
14	3855	3950	4040	4136	4229	4621	4930
15	3950	4040	4136	4229	4329	4727	5044
16	4040	4136	4229	4329	4417		
17	4136	4229	4329	4417	4510		
18	4229	4329	4417	4510	4605		
19				4605			

## APPENDIX F – GRIEVANCE & RECLASSIFICATION TIMELINES

**NOTE: The timeline for the Employer response at each grievance step shall begin the first day following the day of receipt. The timeline for the Union appeal to the next higher step shall begin the first day following the day the Employer response is due or received.**

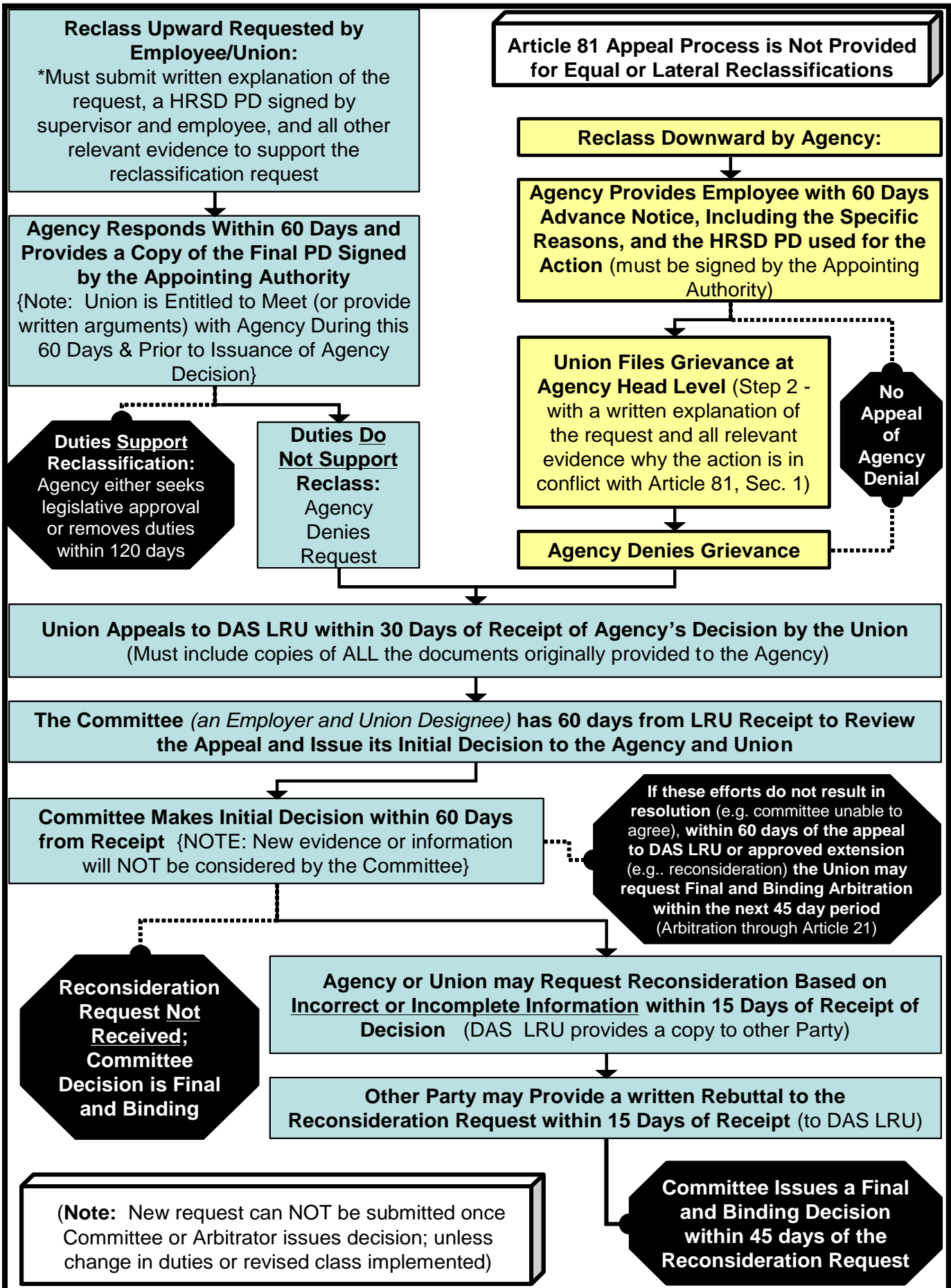
GRIEVANCE	TIME TO FILE	STEP 1	STEP 2	STEP 3	STEP 4
Discipline	Within 30 calendar days from effective date of discipline		<b>Step 2 - Agency Head</b> within 30 calendar days of discipline	<b>Step 3 - LRU</b> Within 15 calendar days after Step 2 response was due or received	<b>Step 4 - LRU Appeal to Arbitration</b> within 45 calendar days after the Step 3 response was due or received.
Non-Disciplinary <b>Except</b> : Group, Discrimination, Reclassification	Within 30 calendar days of the violation	<b>Step 1 - Immediate excluded supervisor</b> within 30 calendar days of the violation	<b>Step 2 - Agency Head</b> within 15 calendar days after Step 1 response was due or received	<b>Step 3 - LRU</b> Within 15 calendar days after Step 2 response was due or received	<b>Step 4 - LRU Appeal to Arbitration</b> within 45 calendar days after the Step 3 response was due or received. * (See below for temporary employees.)
Group - issues involving 2 or more supervisors in the same agency	Within 30 calendar days of the violation		<b>Step 2 - Agency Head</b> within 30 calendar days of the violation	<b>Step 3 - LRU</b> Within 15 calendar days after Step 2 response was due or received	<b>Step 4 - LRU Appeal to Arbitration</b> within 45 calendar days after the Step 3 response was due or received. * (See below for temporary employees.)
Group - issues involving more than one agency	Within 30 calendar days of the violation			<b>Step 3 - LRU</b> Within 30 days of the violation	<b>Step 4 - LRU Appeal to Arbitration</b> within 45 calendar days after the Step 3 response was due or received. * (See below for temporary employees.)
Discrimination - sexual harassment, gender identity, or sexual orientation**	Within 30 calendar days of the violation		<b>Step 2 - Agency Head</b> within 30 calendar days of the violation	<b>Step 3 - LRU</b> Grievance must be received within 15 calendar days after Step 2 response was due or received.	<b>Step 4 - LRU Appeal to Arbitration</b> within 45 calendar days after the Step 3 response was due or received. * (See below for temporary employees.)
Discrimination - race, color, marital status, religion, sex, national origin, age, mental or physical handicap	Within 30 calendar days of the violation		<b>Step 2 - Agency Head</b> within 30 calendar days of the violation	May be referred to Equal Employment Opportunity Commission or Bureau of Labor & Industries if unresolved (no arbitration remedy).	
Leave - Family Medical Leave Act (FMLA)/Oregon Family Leave Act (OFLA)	Within 30 calendar days of the date of violation		<b>Step 2 - Agency Head</b> within 30 calendar days of the violation - send a copy to LRU	May be submitted to Dept. of Labor if unresolved.	
Reclassification Downward	Within 30 calendar days of notice that the position will be reclassified down		<b>Step 2 - Agency Head</b> within 30 calendar days of the notice	<b>Step 3 - LRU</b> Must be appealed by the Union within 30 calendar days after Agency decision. Joint panel will review within 45 days.	<b>Step 4</b> - Decisions of the panel are binding, but if panel doesn't agree, Union may request arbitration within 45 calendar days after the panel response was due or received.
REQUEST	FILING AT AGENCY LEVEL	APPEAL TO COMMITTEE		COMMITTEE RECONSIDERATION	ARBITRATION
<b>Reclassification Upward (See Appendix G)</b> <b>(Note: Do not use grievance form.)</b>	<b>AGENCY –</b> Submit written explanation of the request, HRSD PD signed by supervisor and employee, and all other relevant evidence to Appointing Authority. The Agency has 60 days to review. The Union may present further written arguments or meet during the 60-day time period and prior to the Agency's decision.	<b>LRU –</b> Must be appealed by the Union within 30 calendar days after Agency decision. Appeal Committee will review within 60 days and issue a preliminary decision. Committee decisions become final if not reconsidered.		<b>LRU –</b> Reconsideration may be requested within 15 days if decision is based on incomplete or incorrect information. Binding final Committee decisions are issued within 45 calendar days.	If these efforts do not result in resolution (e.g. committee unable to agree), within 60 days of the appeal to DAS LRU or approved extension (e.g.. reconsideration) the Union may request Final and Binding Arbitration within the next 45 day period (Arbitration through Article 21).

Note: In case of any discrepancy, the affected provisions of the articles or law shall prevail.

\* For temporary employees, the Union must request mediation within fifteen days of the Step 3 response. Arbitrations shall be processed using the expedited grievance procedure outlined in LOA 21.00-99-06.

\*\* Tort claim notice must be filed with employer within 180 days .

**APPENDIX G – ARTICLE 81 RECLASS FLOW CHART**



**APPENDIX H – FEASIBILITY STUDY FOR CONTRACTING-OUT WORK AFFECTING  
SEIU, LOCAL 503, OPEU-REPRESENTED EMPLOYEES**

**THIS FORM IS AVAILABLE ELECTRONICALLY ON DAS HRSD'S WEBSITE:  
<http://www.das.state.or.us/DAS/HR/forms.shtml>**

- Page 1 of 3 -

**SECTION 1**

**A. Have you consulted with the agency's Human Resource Manager regarding intent to contract out work that could potentially fall under Article 13?** Yes  No   
▪ *Identify Staff Contacted:* \_\_\_\_\_

**B. If yes, has notice of the agency's decision to conduct a feasibility study been provided to SEIU Local 503, OPEU?** Yes\*  No   
*\* If Yes, attach copies of the correspondence.*

**C. Is this a new or continuing contract?** New  Continuing\*   
*\* If continuing contract skip directly to Section 2 (Complete O and P).*

**D. The work to be contracted is due to:** Legislative  Agency   
*\* If legislative mandate, reference below:* Mandate\* Decision  
\_\_\_\_\_

**E. Why is contracting-out being considered?**

**F. Is the work to be contracted being performed by SEIU Local 503, OPEU bargaining unit employees?** Yes  No

**G. Description of work to be contracted, including affected classifications and geographic location(s)/work area(s):**

**H. Will SEIU Local 503, OPEU bargaining unit employees be displaced as a result of contracting-out this work?** Yes\*  No   
*\* If yes, list number of affected bargaining unit employees by classification and geographic location.  
(Attach additional page(s), if necessary.)*

**APPENDIX H – FEASIBILITY STUDY FOR CONTRACTING-OUT WORK AFFECTING SEIU, LOCAL 503, OPEU-REPRESENTED EMPLOYEES**

**I. Estimated cost to perform work by SEIU Local 503, OPEU bargaining unit employees, including labor, equipment, materials, supervision, and other indirect costs:**

**Estimate Worksheet (detail cost calculations):**

*Direct costs are those costs for performing the work to be contracted. In calculating direct in-house costs, list only those costs which will be eliminated if the work is contracted-out.*

<b><u>DIRECT COSTS</u></b>	
Labor*	\$ _____
Equipment	\$ _____
Materials	\$ _____
	\$ _____
	\$ _____
<b>= TOTAL</b>	<b>* \$ _____</b>

*Indirect costs include, but are not limited to, the costs of facilities, utilities, and other administrative costs apportioned among agency programs. Write in these costs below, as necessary.*

<b><u>INDIRECT COSTS</u></b>	
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
<b>TOTAL =</b>	<b>** \$ _____</b>

\* Total Direct Costs                      \$ \_\_\_\_\_

\*\* Total Indirect Costs                    + \$ \_\_\_\_\_

**(Item I - Total Costs)    \$ \_\_\_\_\_**

Attach additional page(s) showing detail on how the above costs were calculated for each item listed, including number of FTEs by classification; costs for each classification, including salary and other payroll expenses (OPE).  
 \* Count only 80% of the state employee's straight-time wage rate.

**J. Estimated cost to contract, including agency contract administration (inspecting and overseeing contractor's work & contract compliance):**

**Estimate Worksheet:**

Estimated Contract Amount	\$ _____
Contract Administration	+ \$ _____
<b>TOTAL (Item J)</b>	<b>= \$ _____</b>

Attach page(s) showing detail on how the above costs were calculated for each item listed, including, for contract administration costs, the number of FTEs by classification; and components of labor costs/OPE (salary, health, pension, social security).

**K. Actual Savings: Difference between direct in-house costs from Part I and contract costs from Part J.**                      \$ \_\_\_\_\_

**L. Estimated costs to the agency, if any, for specific activities required preparing for contracting-out of the work.**                      \$ \_\_\_\_\_  
 (e.g., information technology hardware and/ or software upgrade).

**M. Factors considered in decision to contract (cost, lack of staff or equipment, expertise, etc.):**

**N. How will the quality of the services be maintained by contracting-out of work?**

**SECTION 2 – Renewal of Existing Contract**

**O. How has the contractor’s performance affected the delivery of effective and efficient services?**

**P. Is the cost of continuing the contracting-out of services greater than the most recent bid?**

Yes\*  No

\* If yes, itemize the services and additional cost that will be incurred.

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_

- Distribution:
- Agency’s Human Resource Office
  - Labor Relations, DAS, Attn: LRU ([LRU@state.or.us](mailto:LRU@state.or.us))
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2011 - 2013 MASTER AGREEMENT SIGNATURE PAGE

Executed this: 25<sup>th</sup> day of August 2011 at Salem Oregon.



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Electronic version of the Master Agreement and all coalitions are located at:  
<http://www.das.state.or.us/DAS/HR/CBAs.shtml>