COLLECTIVE BARGAINING AGREEMENT

between

DAS

DEPARTMENT OF ADMINISTRATIVE SERVICES

on behalf of
Department of Human Services
and

AFSCME

LOCAL 1246-3 / COUNCIL 75,
AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES (AFL-CIO)

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2013
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2015

DHS-STATE OPERATED COMMUNITY PROGRAM (SOCP)

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PREAMBLE

This agreement is made and entered into by the State of Oregon, hereinafter referred to as the "Employer", acting by and through its Department on behalf of the DHS-Seniors and People With Disabilities, State Operated Community Services unit, hereinafter referred to as the "Division", and the American Federation of State, County and Municipal Employees Local 1246, (Community Services Unit) Council 75, hereinafter referred to as the "Union".

ARTICLE 1 - RECOGNITION

Section 1.

The Employer recognizes the Union as the sole and exclusive bargaining agent for all classified employees who are employed at DHS-Seniors and People With Disabilities, State Operated Community Program, excluding Client Advocates, managerial, supervisory and confidential employees as defined in ORS 243.650 and any other employees certified by the ERB as a separate bargaining unit. The parties agree that the term "classified employee" does not include temporary employees appointed under the provisions of ORS 240.380 or part-time employees who regularly work thirty-two (32) hours or less per month.

Section 2.

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

Section 3.

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

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Section 4.

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

Section 5.

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

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

Section 6.

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

a. The Union's request to negotiate when the parties are in agreement that the subject is a mandatory subject of bargaining; or

b. An Employment Relations Board ruling that the issue is a mandatory subject of bargaining.

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

Section 7.

Should the Union decide to carry the matter to arbitration, the parties shall meet within the five (5) days immediately following receipt of notification of the Union's desire to arbitrate to select an arbitrator. Selection of an arbitrator shall be prescribed in Article 14, Grievance Procedure.

Section 8.

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

Section 9.

The arbitrator fee and expenses shall be paid by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be

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apportioned as in the arbitrator's judgment is equitable. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is made.

Section 10.

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

Section 11.

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

ARTICLE 2 - EFFECT OF LAWS AND RULES

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

ARTICLE 3 - LABOR/MANAGEMENT COMMITTEE

Section 1.

The parties agree to establish joint labor/management committees as mutually agreed to consider issues on a topical basis.

The intent of these committees is to facilitate communication between the parties by providing a forum for discussion of issues not addressed by the contract such as staff morale, operational methods and procedures, attendance, safety, and other policies of the Division which affect the working conditions of the employees when such policies are not mandatory subjects of bargaining.

The committee shall not become involved in individual grievances nor shall the committee meetings be construed as formal contract negotiations.

Section 2.

A steering committee (small group) for labor/management committee (LMC) activity shall be established. It shall be composed of the AFSCME staff representatives, SOCP Local President and VP's, the Treasurer and one alternate chosen by the Board, Human Resource (HR) Manager, the Program Director and ~~two~~ three Program ~~Administrators~~Managers, the Clinical Services Manager and the Safety Officer. The steering committee shall meet monthly to share information and discuss issues which might be appropriate for further LMC activity.

Section 3.

The large committee shall be comprised of ~~the small group members~~all stewards, alternate stewards plus all ~~other~~ Executive Board members ~~(including the Chief Steward)~~, Program Managers and the Safety Officer and all managers assigned by the SOCP Director.

The large committee shall meet ~~quarterly~~semiannually.

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"Large Committee" members above will be in pay status during the employee's scheduled working hours for the time spent in the large committee meeting, as well as travel from their worksite to the meeting and back. Large Committee members who are not scheduled to work during the large committee meeting may work with their manager to adjust their schedule so they are in pay status during the meeting, subject to operating needs of the Agency. Approved time spent in this meeting will not be charged to accrued leave or considered overtime worked. Time outside the employee's modified work schedule will be unpaid.

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ARTICLE 4 - AVAILABILITY OF THE PARTIES TO EACH OTHER

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

ARTICLE 5 - NO STRIKE OR LOCKOUT

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

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

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

ARTICLE 6 - MAINTENANCE OF STANDARDS AND BENEFITS

The Division shall not issue any directives or written statements that have any effect of the standard of employment relations matters established by this Collective Bargaining Agreement unless such directives or statements have been agreed upon with the Union. Nothing in this Section is intended to inhibit the SOCP from issuing directives and/or statements which interpret or effectuate a contractual obligation; however, a copy of such statements or directives shall be sent to the Union prior to distribution.

ARTICLE 7 - NONDISCRIMINATION

Section 1.

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

Section 2.

Any and all complaints alleging any form of unlawful discrimination which are brought to the Union for processing will be submitted directly to the Administrator or designee. If the complaint is not satisfactorily resolved within thirty (30) calendar days of its submission at the Administrator level, the employee may, if he/she chooses to proceed with the complaint,

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file the complaint with the Bureau of Labor and Industries or the Equal Employment Opportunity Commission (EEOC) for final resolution.

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

Section 3

Sexual harassment is considered a form of sex discrimination. No employees shall be subjected to sexual harassment by the Employer, Union or other bargaining unit members.

ARTICLE 8 - MANAGEMENT'S RIGHTS

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

ARTICLE 9 - UNION SECURITY

Section 1. Union Activities.

The SOCP agrees to inform all new employees hired into positions included in the bargaining unit of the Union's exclusive representation status, and shall provide all present and future employees in the bargaining unit with a copy of the Agreement. The SOCP and the Union shall share equally in the cost of the preparation of the Agreement. The SOCP agrees to allow a duly certified Union representative thirty (30) minutes to speak to new employees about the Union's exclusive representation status, its benefits, and services available to the membership. This time will not be used for discussion of labor/management disputes.

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

The SOCP agrees to inform all new employees hired into positions included in the bargaining unit of the Union’s exclusive representation status, and shall have available at the work site a copy of the collective bargaining agreement with AFSCME.

Section 2. AFSCME Staff Representatives.

The Union will notify the SOCP in writing of its staff representative of the Local, Council 75, or International, American Federation of State, County and Municipal Employees, AFL-CIO. Upon proper introduction and notice, the representative shall have reasonable access to the premises of the SOCP during all working hours to conduct Union

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business. These representatives shall observe the security regulations of the SOCP. Such visits are not to interfere with the normal flow of work.

Section 3.

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

Section 4. Union Stewards.

a. The Union shall notify the SOCP Human Resources Manager or designee of the selection of Stewards and their alternates. The Union shall be allowed one (1) Steward and alternate per work site. Eliot ~~(and other multiple house sites as they are developed) shall be allowed two (2) stewards and their alternates~~is considered three (3) separate worksites for the purposes of this section. Staff shall utilize the assistance of an in-house Steward where appropriate. When this is not appropriate a Steward from a nearby house may be used by the employee.

b. Stewards may receive but not solicit grievances from the bargaining unit, and may discuss complaints and grievances of employees in the bargaining unit on the premises and time of ~~–~~the~~–~~SOCP where that time coincides with the employees regularly scheduled hours, but only to such extent that it does not neglect, retard or interfere with the work and duties of the Stewards or with the work or duties of employees. Stewards shall be granted reasonable time off during regularly scheduled working hours without loss of pay or other benefits to investigate bargaining unit grievances upon notice to their immediate supervisor. Release in such instances may not be immediate. If the permitted activities would interfere with either the Steward's or the grievant's duties, the direct supervisor(s) shall, within the next working day, arrange a mutually satisfactory time for the requested activities. No more than one (1) Steward shall be involved in the same grievance. No overtime costs shall accrue to the Employer as a result of such activities outside regularly scheduled hours.

Officers of the local who are members of this bargaining unit may process grievances but will be held to the same restrictions set forth for Stewards as specified above in this section.

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

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

d. At the Union's request, with thirty (30) days notices, Stewards for the Union shall be granted personal leave, accrued vacation leave, accrued compensatory time or leave of absence without pay to attend the Union's Steward training session. When a Steward cannot attend due to a work emergency, the local president will be notified by the Steward.

e. Executive Board Officers of Local 1246 shall provide their immediate supervisor and personnel office with a list of prescheduled regular monthly Board meetings. Board officers from this bargaining unit shall then be allowed to attend at least two (2) regularly scheduled Board meetings per month. Attendance will be either on the basis of leave without pay or use of comp time, vacation, or personal leave.

f. Meetings of the Executive Board specifically requested by the SOCP, and mutually agreed to by the Union, which are held at locations, times and dates requested by the SOCP shall be on the basis of no loss of pay for attending Board members from this

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bargaining unit, but SOCP will incur no overtime liability nor will a Board member receive compensation for attending such meetings scheduled during a time that the employee would not normally be scheduled for work.

Section 5. Bulletin Boards.

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

Section 6. Use of Facilities.

Upon request and approval of the House Manager, the Union shall be allowed to use a designated section of the facilities of the SOCP to meet with its' members when such facilities are available and the meeting would not interfere with the business of the SOCP.

Section 7. Discrimination Based on Union Activities.

Allegations by employees of discrimination or harassment for protected Union activity shall not be subject to the grievance procedure; however, such allegations may be filed at the Employment Relations Board pursuant to ORS 243.650 et. seq.

Section 8.

Officer(s) shall be allowed to attend special house meetings agreed upon by Human Resources for the purpose of addressing major conflicts between staff/staff and/or management and staff.

Section 9. AFSCME President Leave.

a. Long Term. Upon written request from the Executive Director of AFSCME Council 75 to DAS Labor Relations Unit, one (1) President/designee from an AFSCME Council 75 Central Table participating Agency shall be given release time from his/her position for a period of time up to one (1) year for the performance of Union duties related to the collective bargaining relationship. However, if the Union President/designee 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. AFSCME shall, within thirty (30) days of payment to the employee, reimburse the State for payment of appropriate salary, benefits, paid leave time, pension, and all other employer-related costs. Where this reimbursement is expressly prohibited by law or funding source, the employee shall be granted a leave of absence but the Employer will not be responsible for continuing to pay the employee's salary and benefits. AFSCME shall indemnify and 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 provision.

b. Short Term. Upon written request from the Executive Director of AFSCME Council 75 to DAS Labor Relations Unit and the Agency's Human Resource Manager, up to four (4) Presidents/designees from AFSCME Council 75 Central Table participating Agencies shall be given release time from his/her position for a period of time up to three (3) months for the performance of Union duties related to the collective bargaining relationship. Only one (1) employee from a bargaining unit and a total of

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four (4) employees from all Central Table Participating bargaining units may be on such leave at any one (1) period in time. Such requests will be granted unless the affected Agency can demonstrate that the employee's absence would adversely impact the operating needs of the employee's work unit. If granted, such time may also be taken on an intermittent basis. AFSCME shall, within thirty (30) days of payment to the employee, reimburse the State for payment of appropriate salary, benefits, paid leave time, pension, and all other employer-related costs. Where this reimbursement is expressly prohibited by law or funding source, the employee shall be granted a leave of absence but the Employer will not be responsible for continuing to pay the employee's salary and benefits.

Section 10. Names of Retirees.

Effective September 1, 2009, the Employer will send a monthly report to the Union of the names of individuals that have retired the previous month. For purposes of this Agreement, a retiree shall be defined as a person who has given the Agency written notice that he/she is separating from State service by retirement and that person has actually separated from State service.

Section 11. Reports

Upon request and no more than once a quarter the Agency shall provide to the Union the names of any temporary / Limited duration employees (management / unrepresented / bargaining unit) hired, reason for the hire and expected duration of the appointment.

Upon request and no more than once a quarter, the Agency shall provide to the Union the names of all employees in double fill positions, the reason for the double fill and the expected duration of the appointment if available.

Upon request, the Agency shall provide to the Union on an annual basis the Agency organization charts showing management positions and the positions they supervise.

Section 12. Intermittent Union Leave.

When Union officials (officers and stewards) are designated in writing by the Executive Director of Oregon AFSCME to attend AFSCME Council 75 Biennial or AFSCME International Conventions, the following provisions apply.

a. The Executive Director of Oregon AFSCME shall notify affected agencies in writing of the name of the employee(s) at least thirty (30) days in advance of the date of the AFSCME Convention. For agencies of 100 or fewer bargaining unit members, no more than one bargaining unit member per agency may be designated to attend AFSCME conventions. For agencies of greater than 100 bargaining unit members, no more than two bargaining unit members may be designated to attend AFSCME conventions under this provision.

b. Subject to agency head or designee approval based on the operating needs of the employee's work unit, including staff availability, the employee will be authorized release time with pay.

c. The paid release time is limited to attendance at the conference and travel time to the conference if such time occurs during the employee's regularly scheduled working hours up to forty (40) hours per calendar year.

d. The release time shall be coded as Union business leave or other identified payroll code as determined by the State.

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e. The release time shall not be included in the calculation of overtime nor considered as work related for purposes of workers' compensation.

f. The employee will continue to accrue leaves and appropriate benefits under the applicable collective bargaining agreement except as limited herein.

g. The Union shall, within thirty (30) days of payment to the employee, reimburse the State's affected agency for all Employer related costs associated with the release time, regular base wage and benefits, for attendance at the applicable conference.

h. The Union shall indemnify and the Union and employee shall 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 these provisions.

ARTICLE 10 - DUES DEDUCTION/FAIR SHARE

Section 1.

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

Section 2.

Employees in the bargaining unit who are not members of the Union shall make payments in lieu of dues to the Union. Payments in lieu of dues shall be equivalent to regular Union dues. Effective the first of the month following the month in which this Agreement is last signed and on each pay period thereafter, the DHS will deduct from the wages of each bargaining unit employee who is not a Union member the payments in lieu of dues required by this Section. Similar deductions will be made in a similar manner from the wages of new bargaining unit employees who did not become members of the Union within thirty (30) days after the effective date of their employment. The DHS shall remit a payment of all said deductions to the Union by the fifteenth (15th) of the month after the deductions are made. Said payments shall be accompanied by a listing of the names and Identification numbers of all employees from whom deductions are made.

Section 3.

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

Section 4.

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

Section 5.

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

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

Section 6.

The Union shall provide the DHS's Payroll Office with the Union application/authorization forms. The DHS shall supply said applications to prospective members, and shall process completed applications, forwarding the original to the Union immediately upon receipt.

Section 7. Deductions.

The DHS agrees to deduct monthly membership dues from the pay of those individuals who request deductions in writing. The amount to be deducted shall be certified to the DHS by the treasurer of the Union, and the aggregate deductions shall be remitted monthly, together with an itemized statement, to the treasurer of the Union. Failure on the part of the DHS to deduct authorized dues/fair share shall not result in a deduction of more than double the monthly dues in any one (1) month to recover past dues.

The DHS shall furnish to the Union monthly, a list of the names, classifications and home addresses of employees in the bargaining unit as well as a list of those employees who have terminated from the bargaining unit that month.

Section 8.

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

ARTICLE 11 - EMPLOYEE STATISTICS

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

ARTICLE 12 - EMPLOYEE RIGHTS

Section 1.

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

Section 2.

Employees who are the subject of a formal SOCP complaint of merit or investigation shall be assured the following rights. This section shall not apply to criminal investigations under the jurisdiction of the State Police or other law enforcement agency.

a. The employee shall not be deprived of any of his/her constitutional or civil rights guaranteed by the federal and state constitutions and law where potential criminal

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charges are involved. If an employee or the Union claims a violation of the above, such allegation shall not be subject to the grievance procedure, but can be appealed to the appropriate court of law.

b. The employee shall be informed in writing of the nature of the complaint or charges before the employee is required to respond to questions concerning the complaint or charges. At the employee's request, the document will be sent to his/her address by certified mail. Such interview shall occur during employee paid time. This section shall not apply to criminal investigations under the jurisdiction of the State Police or other law enforcement agency.

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

d. OIT Investigations. Interviews for those involved in the situation will occur within ten (10) working days of the complaint being received by the Office of Investigation and Training. Management will make an effort to schedule interviews as close to regular shift as possible. Off-duty staff may be mandated and/or called back to work to participate in these interviews on off-duty time. Participation in an interview after the ten (10)-day period is expected; however, no employee will be mandated to attend such an interview on off-duty time.

The meeting to determine the outcome of the allegation will occur within seven (7) days of the report being received by management.

Upon return to regular duty, management will verbally inform the employee if the allegation was substantiated, unsubstantiated or found to be inconclusive and if the matter has been referred to personnel for further action. Written confirmation will follow.

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

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

Section 3. Incident Reports.

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

Upon request, the employee may inspect and receive a copy of an Incident Report involving him/her unless such inspection could prejudice a criminal investigation. At the employee's request, such copy will be sent to his/her address by certified mail.

ARTICLE 13 - PERSONNEL FILES

Section 1.

With one (1) Human Resources office working day notice, an employee may, upon request, inspect the contents of his/her official personnel file except for confidential reports from previous employers. No grievance material shall be kept in the personnel file.

Section 2.

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

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

If employee is not available within a reasonable period of time or the employee refuses to sign the material, the SOCP 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 to the employee at his/her address of record and a copy to the Union.

Section 3.

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

Section 4.

An employee may include his/her personnel file, copies of any relevant material he/she wishes, such as letters of favorable comment, licenses, certificates, college course credits, or any other material which relates credibility on the employee. Material reflecting caution, consultation, warning, admonishment or reprimand shall be removed from the personnel file after two (2) years upon request of the employee, and given to the employee. Any period of leave of absence without pay that is more than fifteen (15) days shall extend the retention period for that duration of leave.

Section 5.

An employee may, upon request, obtain copies of any of the contents of his/her personnel file except for confidential reports from previous employers.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 1.

A grievance shall be any disagreement or dispute which arises concerning the application, meaning or interpretation of this Agreement. The written grievance shall be filed using the procedure in Section 2. *Overtime grievances shall be submitted directly to the Human Resource Manager.*

Section 2.

Any employee, with notice to the Union, or the Union on the employee's behalf may file a grievance at Step 1 in writing with his/her immediate supervisor, with a copy to the HR Manager within thirty (30) calendar days of the alleged action or that date the employee or the Union knew or should have known of the alleged action. (Salary Reductions and Dismissals have ten (10) day appeal window, and must be filed in accordance with procedures of Article 15, Section 3 (Discipline and Discharge)). The parties agree it is in their

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mutual interest to resolve problems at the lowest level possible and, therefore will communicate openly at all steps of the process either by phone conversation or meeting.

A reduction in pay must be grieved to the HR Manager level within ten (10) calendar days from the effective dates of the action.

The dismissal of an employee must be appealed and submitted to the DAS Labor Relations Unit within ten (10) calendar days from the effective date of the dismissal.

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

Step 1.

a. The Union or the immediate supervisor may request a meeting with the other party to discuss the grievance. The supervisor, grievant or steward shall not be required to meet during non-work hours, however, the parties understand that schedules may preclude such meeting unless someone volunteers to attend on non-duty time. If a meeting is held the immediate supervisor's detailed response will be reduced to writing within fifteen (15) calendar days from the date of receipt of the grievance. A copy of the response will be sent to the Union and to the HR Manager.

b. If no meeting occurs in accordance with (a) above, the immediate supervisor shall give a detailed response in writing within seven (7) calendar days from the date of receipt of the grievance. A copy will be sent to the Union and the HR Manager.

Step 2. If the grievance is not resolved at Step 1, it may be appealed to the Program Administrator within fifteen (15) calendar days after the supervisor's response was due.

a. The Union or Program Administrator may request a meeting with the other party to discuss the grievance. The Program Administrator, Union steward or grievant shall not be required to meet during non-duty hours, however, the parties understand that schedules may preclude such a meeting unless someone volunteers to attend on non-duty time.

If a meeting is held the Program Administrator's detailed response will be reduced to writing within fifteen (15) calendar days from the date of receipt of the grievance. A copy of the response will be sent to the Union and to the HR Manager.

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

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

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

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

Section 3.

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

Section 4.

The Union or the grievant shall not expand upon the original elements and substance of the written grievance. Prior to Step 3 of the Grievance Procedure, the Union or the employee may however, modify for the purpose of clarity, the articles cited as being violated and the remedy requested prior to filing at Step 3 of the Grievance Procedure. Improper expansions may, however, be the basis for an arbitrator to find a grievance invalid if the Employer has identified the problem by the Step 4 response.

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

Section 5. Arbitration.

a. Any grievance, having progressed through the steps as outlined in this Agreement and remaining unresolved following Department of Administrative Services response, may be submitted by the Union to arbitration for settlement. To be valid, a request for arbitration must be in writing and mailed or delivered to the ~~Department of Administrative Services~~Employment Relations Board within ~~fifteen (15)~~forty-five (45) calendar days of the receipt of the response from the Department of Administrative Services with a copy to the ~~Employment Relations Board~~Department of Administrative Services ~~-~~requesting a panel of five (5) Oregon arbitrators be sent to each side.

Failure to file for arbitration within the specified ~~fifteen (15)~~forty-five (45) calendar day period shall constitute forfeiture of claim and the case shall be considered closed by all parties.

If the grievance is to be submitted to arbitration, a prearbitration meeting may be held. The meeting shall include both the Department of Administrative Services and the SOCP meeting with the Union in an attempt to formulate a submission agreement to be forwarded to the arbitrator.

b. In the event that arbitration becomes necessary, the Union and the Employer will select an arbitrator by alternately striking names, with the moving party striking first, from an Employment Relations Board list one (1) name at a time until one (1) name remains on the list. The name remaining on the list shall be accepted by the parties as the arbitrator. The arbitration hearing shall commence as soon as possible thereafter, unless otherwise mutually agreed by the parties.

Should the Union fail to actively pursue scheduling of the case for arbitration within one-hundred twenty (120) days of its appeal to arbitration, the case will be considered to be closed and withdrawn.

b. The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby. The arbitrator shall have no authority to add to, subtract from or change any of the terms of this

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Agreement, to change an existing wage rate or establish a new wage rate. The arbitrator shall have the power to return a grievant to employee status, with or without back pay and benefits, or to mitigate or cancel the penalty as equity suggests under the facts, or to provide any other relief sought which is otherwise proper under the Agreement. The arbitrator's authority regarding reclassifications shall be addressed in Article 43, Reclassification Procedure.

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

Section 6.

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

Section 7.

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

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

ARTICLE 15 - DISCIPLINE AND DISCHARGE

Section 1.

Progressive discipline shall normally consist of a step of informal discipline (a verbal) which may be noted in a supervisory file followed by formal steps of discipline (written reprimand, suspension, termination, reduction in pay or vacation account, or demotion) which shall be placed in the employee's personnel file. If the formal discipline cites a rule or policy that has been violated, copy of the rule or policy will be made available to the employee upon request. The principles of progressive discipline shall be used except when the nature of the problem requires an immediate suspension, termination, reduction of pay, reduction in vacation accrual, or demotion. A regular status FLSA-non exempt employee may be suspended, reduced in pay, demoted, or dismissed only for just cause. A regular status FLSA-exempt employee may be suspended consistent with the salary status requirements of the FLSA, reduced in leave accrual, demoted, or dismissed only for just cause.

Section 2.

A written predismissal notice shall be given to a regular-status employee against whom a charge is presented. Such notice shall include the known complaints, facts and charges, and a statement that the employee may be dismissed. The employee shall be afforded an opportunity to refute such charges or present mitigating circumstances to the Appointing Authority or his/her designee at a time and date set forth in the notice, which date shall not be less than seven (7) calendar days from the date the notice was received, unless an earlier time is requested by the employee and agreed to by the Program. The employee

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shall be permitted to have an official representative present. The Appointing Authority may suspend the employee with pay or without pay or the employee may be allowed to continue work, as specified within the predismissal notice.

Employees who are duty stationed and who work alternate schedules on weekends of two (2) sixteen (16) hour shifts and one (1) eight (8) hour shift, and/or work "graveyard" shifts, shall notify the Office of Human Resources within seven (7) days of the duty station notice of a set flex day Monday through Friday from 8 a.m. to 4 p.m. to be available.

Section 3.

a. The dismissal of a regular-status employee may be appealed by the Union to the Department of Administrative Services, Labor Relations Unit, pursuant to Article 14, Section 2, Step 4. The appeal must state the reasons for the appeal and be submitted to the Labor Relations Unit in writing within ten (10) calendar days from the effective date of the dismissal. If not resolved at that level and properly appealed to arbitration pursuant to the grievance procedure, such appeal shall be heard by the arbitrator, and the final decision and order of the arbitrator shall be made thirty (30) calendar days following the close of the hearing.

b. A FLSA-non exempt employee reduced in pay, demoted, or suspended shall receive written notice of the discipline with the specific charges and facts supporting the discipline. A FLSA- exempt employee who is demoted, suspended without pay consistent with the salary status requirements of the FLSA, or reduced in leave accrual shall receive written notice of the discipline with the specific charges and facts supporting the discipline. Where discipline is imposed as reduced leave accrual, such action shall be equivalent to a reduction in pay for a non exempt employee (if the leave is reduced to .5 hour, the agency can round up and if less than .5 hour, the agency can round down). The reduction of pay, reduction in leave accrual, demotion and/or suspension of a regular status employee may be appealed to Step 3 of the Grievance Procedure within ten (10) calendar days from the effective date of the action. If the appeal is not resolved at Step 3, the Union may appeal the action to the Department of Administrative Services, Labor Relations Unit within fifteen (15) calendar days after receiving the response from the Program. The Labor Relations Unit shall respond to the grievance within fifteen (15) calendar days. If the grievance is unresolved, the Union may submit the issue to arbitration within fifteen (15) calendar days after receiving the response from the Labor Relations Unit.

c. Appeals of reprimands shall be filed at the level of the issuing authority pursuant to the grievance procedure.

d. Trial service removals shall not be subject to Article 14, Grievance Procedure or this article.

Section 4.

It is the intent of the Program that discipline not be administered in the presence of other employees or the public, whenever possible.

Section 5.

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

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ARTICLE 16A - TRIAL SERVICE

Section 1.

a. All new employees appointed to a position shall serve a six (6) month trial service period.
b. All employees promoted within the SOCP shall serve a six (6) month trial service period.
c. Employee's who leave employment while in initial trial service shall be required to serve a new six (6) month trial service period upon return.
d. Regular status employees who return to employment within two (2) years into the same classification previously held shall not serve a trial service period.

Section 2. Initial Trial Service.

The supervisor shall evaluate the employee's work habits and ability to perform his/her duties satisfactorily within the trial service period. At any time during the trial service period the SOCP may remove an employee.

If the trial service indicates that such employee is unable or unwilling to perform his/her duties satisfactorily or that his/her work habits and dependability do not merit his/her continuance in the position, he/she shall be given a period of time to correct the deficiencies prior to removal. Upon request of the employee, he/she shall receive a written evaluation as to why he/she does not meet the criteria of the position.

Section 3. Promotional Trial Service.

If a performance deficiency exists, review will occur between the supervisor, union (at the employee's option) and employee and the results documented unless immediate removal is deemed necessary by management. If a work deficiency based plan is developed, as a result of the above meeting for a promotional trial service employee, trial service will be extended up to three (3) months.

Section 4.

If such employee was previously a regular status employee in another position in the classified service immediately prior to his/her present appointment, he/she shall be reinstated to his/her former position, or, upon mutual agreement with the employee, a vacancy in his/her former classification unless charges are filed and he/she is discharged as provided in Article 15.

Section 5.

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

Section 6.

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

Section 7.

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An employee may not bid out of the work site until initial trial service has been completed.

ARTICLE 16B - POSITION DESCRIPTIONS/PERFORMANCE APPRAISAL

Section 1. Position Descriptions.

Individual position descriptions shall be reduced to writing and delineate the duties assigned to an employee's position. A dated copy of the position description shall be given to the employee.

Section 2. Performance Appraisal.

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

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

All written comments provided by the employee shall be attached to the performance appraisal. The submission of any comments shall not abridge the right of the employee to grieve the performance appraisal.

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

Performance appraisals shall not be arbitrable unless it results in denial of a step increase.

ARTICLE 17 - SALARIES

Section 1. Retirement.

a. 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 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.

b. Oregon Public Service Retirement Plan Pension Program Members.

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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 2003.

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 employee's contributions paid by the State under this Section 2 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.

c. Effect 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 2. Cost of Living Adjustment.

Effective December 1, ~~2011~~2013, Compensation Plan salary rates shall be increased by one and one-half percent (1.5%) to be paid January 1, ~~2012~~2014. Effective December 1, ~~2012~~2014, Compensation Plan salary rates shall be increased by ~~one and forty-five hundredths~~two percent (~~1.45~~2.00%) to be paid January 1, ~~2013~~2015.

ARTICLE 18 - PAY DAY AND PAY ADVANCES

Section 1.

All employees, except those whose paychecks must be rewritten because of time loss or attachment, shall normally be paid no later than the first day of the month. When the payday occurs on Monday through Friday, payroll checks shall be released to employees at 9:00 a.m. on that day at the Home. When payday falls on a Saturday, Sunday or holiday, paychecks shall be made available after 9:00 a.m. on the last business day (M-F) of the month at the Home. Graveyard shift employees may pick their paychecks up at the end of their shift at the Home, providing a prior written request is submitted to Business Management (each time there is a change in their request). The release day for December paychecks dated January 1 shall be the first banking day in January to avoid December's paycheck being included in the prior year's earnings for tax purposes. If, due to an error, no

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paycheck is generated or an error of more than fifty dollars ($50.00) is made, a check will be issued within two (2) business office working days once the time has been verified by payroll. Such checks will not be counted a pay advance under Section 3.

Section 2.

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

Section 3.

The parties agree that pay advances will be given upon request, but that in no instance will an employee be given more than four (4) pay advances in any one (1) calendar year (January 1 through December 31). However, the employee's comp time balance must be paid off prior to receiving the fourth pay advance. The amount of the advance shall not exceed sixty percent (60%) of gross pay earned, but shall be at least one hundred dollars ($100.00). Pay advance requests must be submitted in writing, to DHS Payroll by the 22nd of each month, or the last working day of the month preceding the 22nd if the 22nd falls on a weekend, except for November. For November, pay advance requests must be submitted in writing to DHS Payroll by the 21st of each month, or the last working day of the month preceding the 21st if the 21st falls on a weekend.

ARTICLE 19 - RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS/ UNDERPAYMENTS

Section 1. Overpayments.

a. In the event that an employee receives wages or benefits from the Agency to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Agency shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:
    1. The Agency may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum period of two (2) years before the notification.
    2. Where this process is utilized, the employee and Agency shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.
    3. If there is no mutual agreement at the end of the thirty (30) calendar day period, the Agency shall implement the repayment schedule stated in sub (4) below.
    4. If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary. If an overpayment is less than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee

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leaves Agency service before the Agency fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.

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

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

Section 2. Underpayments.

a. In the event the employee does not receive the wages or benefits to which the record/documentation has for all times indicated the employer agreed the employee was entitled, the Agency shall notify the employee in writing of the underpayment. This notification will include information showing that an underpayment exists and the amount of wages and/or benefits to be repaid. The Agency shall correct any such underpayment made within a maximum period of two (2) years before the notification.

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

ARTICLE 20 - SALARY ADMINISTRATION

Section 1. Merit Increases, Granting of or Denial of.

a. Employees shall be eligible for annual merit increases on their eligibility date provided the employee is not at the top step of the salary range of his/her classification.

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

c. 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. Such notice shall provide the employee with reasonable opportunity to correct the problem prior to the end of the evaluation period.

Performance based pay shall include the following considerations:

1. Classification specifications developed and promulgated by the DAS.
2. An individual position description, reduced to writing.
3. Trial service work reviews.
4. Disciplinary action.

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

d. Eligibility Dates. Employees shall be eligible for salary increases at the first of the month following intervals of:

1. 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

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during the first year of service with the Employer, the employee shall not receive this increase, but shall be eligible for increases in part (2).

2. The first six (6) months after promotion and annual periods thereafter until the employee has reached the top step in his/her salary range unless the employee has voluntarily demoted and is returning to the higher classification. Upon return to the higher classification, the employee shall retain the SED and the step they would have received, and they not demoted. ~~See attached Letter of Agreement (Step Freeze Advancement and Add/Drop Steps).~~

Section 2. 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 the promotion and on the first of the month following completion of six (6) months trial service after promotion and annually thereafter until the employee has reached the top step of the salary range, unless the employee has voluntarily demoted within the last twelve (12) months and is returning to the higher classification. Upon return to the higher classification within twelve (12) months of the voluntary demotion, the employee shall retain the SED and the step they would have received, had they not demoted.

b. If an employee is removed from promotional trial service, he/she shall be restored to his/her prior economic and employment status including any step increase which may have occurred.

Section 3. Submissions of Salary Increases.

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

The effective date for six (6) month and annual salary increases must be the first day of the month. In no event shall any retroactivity exceed twelve (12) months from the date upon which the oversight or error is brought to the SOCP's attention in writing or, in the case of a grievance settlement, the date the grievance was filed in writing.

Section 4. Salary on Demotion.

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

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

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

Section 5. Effect of Break in Service.

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

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

b. Return from Reemployment. When a former employee is, within a two (2) year period of time, reemployed 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 shall be paid at or below the step at which he/she was being paid at the time of his/her termination. If a person is reemployed in a position in a classification with a lower salary range than that of his/her previous position, he/she may be paid at any step in the lower salary range not exceeding the rate he/she was being paid in the higher classification, except where exceptional circumstances justify the payment of a higher rate. The previous eligibility date, adjusted by the amount of break in service, shall represent the earliest salary eligibility date following return. However, the salary eligibility date may be established by the SOCP as the first of the month in any future month up to twelve (12) months from the date of reemployment.

Section 6. Salary on Lateral Transfer.

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

ARTICLE 21 - INSURANCE

Section 1.

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

Section 2.

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

Section ~~2~~3. Plan Years 2013 through 2015.

~~For the period of July 1, 2011 through December 31, 2011, the Employer shall make a contribution sufficient to cover the premium costs to 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 the period of January 1, 2012, through December 31, 2013, the State will pay ninety-five percent (95%) and employees will pay five percent (5%) of the monthly premium rate, as determined by the PEBB.~~

~~For the period of December 1, 2011 through June 30, 2013, the Employer will pay an additional thirty dollars ($30) monthly subsidy for employee's monthly premium rate for employees with salary rates below $2696 per month.~~For the period of January 1, 2013 through December 31, 2015, the Employer will pay ninety five (95%) percent and full time employees will pay five (5%) percent of the monthly premium for health, dental, vision and basic life insurance.

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Section 4. Exception for Plan Year 2015.

Except as noted in section 3 above, for the period of January 1, 2015 through December 31, 2015, where the full-time employee enrolls in the least expensive PEBB health plan available to them, the Employer shall pay ninety-seven (97%) percent of the monthly premium for health, dental, vision and basic life insurance and the employee shall pay the remaining three (3%) percent. This section of the article shall become operational only when ninety-five (95%) percent of employees statewide have at least two (2) plan options available.

Section 5.

For full-time employees whose salary is equivalent to or below salary range 21 step 1, the Employer will pay an additional forty ($40) dollar monthly subsidy.

Section 6.

For every one and six-tenths (1.6%) percent that the 2015 PEBB projected composite rate is below the projected five percent (5%) increase for Plan Year 2015, the two percent (2%) across the board pay increase will be paid for one (1) month earlier than December 1, 2014 increase.

ARTICLE 22 - DIFFERENTIALS

Section 1. Shift Differential.

a. Shift differential shall apply to all employees in the bargaining unit except temporary appointments and part-time employees working less than thirty-two (32) hours per month. In order to qualify for shift differential, an employee must be in a job classification which is allocated to the salary range 22 or below, or in the BVS 2 Classification. An employee shall be paid a shift differential of seventy-five cents ($.75) per hour for each hour or major portion thereof for work between 6:00 p.m. and 6:00 a.m. and for each hour or major portion thereof for work on Saturday and Sunday. "Major portion thereof" is defined as thirty (30) minutes or more of an hour.

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

Where an employee is placed on administrative leave with pay during an abuse investigation or disciplinary investigation, and that employee agrees to volunteer to be placed on M-F, day shift without penalty for the period of the investigation, that employee shall continue to be paid any shift differential for which he/she would normally work.

c. Effective October 1, 2005, shift differentials for LPN's shall be one dollar and thirty-five cents ($1.35) per hour for all hours worked as specified in Section 1a.

Section 2. Signing Differential.

a. A differential of five percent (5%) will be available to be paid to all employees ~~(including but not limited to HTT2's and Trainers)~~ whose position requires the effective communication in ASL/English sign language. ~~Such payment will be made in accordance with the level of effective communication in ASL/English sign language~~and who are officially assigned in writing by Agency management to communicate with a client. ~~assigned by management, meets the special qualifications~~

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Management shall determine the level of effective communication in ASL/English sign language necessary to receive the differential, which will be noted in the special qualifications("SQ") of the position description once that level has been attained..

b. With application of the differential at a particular home and where an individual who requires effective communication in ASL/English is receiving services, the parties shall meet to consider contract modifications appropriate to such articles as order of overtime offers and time off requests.

c. Management retains the right to determine when and where ASL/English SQ's are assigned to a position. Should management remove ASL/English SQ's from a position, it will provide thirty (30)-days advance notice to AFSCME.

Section 3. A Bilingual Differential.

A differential of five percent (5%) of base pay shall be paid to an employee who is formally assigned in their position description to interpret to or from another language to English.

Section 4. 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 days or longer provided the leadwork duties are not included in the classification specification for the employee's positions.

b. Leadwork is where, on a reoccurring basis, the employee has been directed to perform substantially all of the following functions: orient and train new employees, assign and review work, give directions to workers concerning work procedures.

c. The leadwork 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.

ARTICLE 23 - ON CALL

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

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Section 5.

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

ARTICLE 24 - REPORTING PAY

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

ARTICLE 25 - CALL BACK TIME

Section 1.

An employee who is called back to work outside his/her regular shift, or not assigned to work before or after the meeting, or called in on their day off, will receive the appropriate rate of compensation in accordance with this agreement for hours actually worked, but in no event will the employee be paid less than four (4) hours at the straight time rate of pay.

Section 2.

This provision will not apply when call back results from employee oversight (e.g., taking home necessary keys, equipment necessary at the worksite, etc.). If such a call is made to a Behavior/Vocational Specialist which requires professional judgment while he/she is off duty, such time shall be counted and recorded as time worked in fifteen (15) minute increments. The employee would not be required to remain at home or available unless on standby.

ARTICLE 26 - WORK OUT OF CLASS

Section 1.

The SOCP agrees to compensate a regular status employee assigned in writing to assume the major distinguishing duties of a position in a higher classification, in the absence of an incumbent, where such assignment is for more than five (5) consecutive work days at a rate of five percent (5%), above the employee's current base rate of pay, or the first step of the higher range, whichever is greater.

When such assignments are made to work out of classification for more than five (5) consecutive work days, the employee shall be compensated for all hours worked beginning from the first day of the assignment and for the full period of that particular assignment. The SOCP agrees that it will not abuse its privilege granted under this section and that decisions to assign or not assign out of classification work will be on a good faith basis.

Section 2.

This higher class work will be entered into the employee's personnel file and shall be one (1) criteria utilized where annual performance appraisals or periodic promotional ratings are made.

ARTICLE 27 - SENIORITY

Unless otherwise indicated in this Agreement, seniority means continuous service with the SOCP. In cases where two (2) or more employees have the same seniority with the

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SOCP, former service at Fairview Training Center which is contiguous with service in this bargaining unit will apply to break the tie.

Except for job incurred injury, all leave without pay that exceeds ninety (90) consecutive calendar days shall be deducted from the computation of continuous service. Continuous service means uninterrupted employment with the SOCP except for layoff. An interruption in service occurs only through separation from the SOCP which is of a six (6)-month duration or longer.

Seniority lists shall be prepared by the SOCP, updated periodically, and made available in each work site as well as a copy sent to the Union every six (6) months.

ARTICLE 28 - WORK WEEK AND WORK SCHEDULING

Section 1.

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

Section 2.

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

Section 3.

a. A regular work schedule is a work schedule with various starting and stopping time with at least two (2) consecutive days off and at least fifty-six (56) hours between the last shift worked and the beginning of the employees new work week. The hours and days off are those that were posted and successfully bid on. Overtime shall be paid after the number of hours scheduled to work (over eight (8)) is exceeded and/or over forty (40) hours in a work week.

b. An alternate work schedule is a work schedule which varies from the original posting which was successfully bid on. An employee who has completed initial trial service may develop an alternate work schedule and submit the proposed schedule to the Site manager for recommendation**.** The Site manager will forward the proposed schedule and recommendations to the ~~HR~~ Program Director~~.~~ ~~for determination.~~ ~~In~~ In determining whether to approve a request, the Agency may consider factors including but not limited to:

1. how the requested alternate work schedule will interfere with the employee's ability and availably to perform assigned duties
2. continue to meet Agency operational needs
3. the needs of the public will be met
4. how the request will impact other employee's ability to schedule leave to extend their weekends, and
5. The forty (40) hour work will be maintained.

~~b.~~ A copy of the approval/denial shall be provided to the Union and employee no later than December 1 of each year. Submission of the proposed schedule shall normally be October 1 through October 31 with an effective date of January 1 of each year. ~~The approval shall be good for up to one (1) year.~~ Disagreements over the Agency's decision may only be grieved through Step 4 (DAS/LRU Level) of the grievance procedure.

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Requests received outside the October time period shall be considered.

Requests received for temporary Position Trades not to exceed ninety (90) days and occasional Shift Exchanges may be submitted to and may be approved by the Site manager. These two schedule adjustments do not circumvent the process outlined for alternate schedules, but trades and shift exchanges may be approved by the Site Manager. The decision to approve or deny shall not be arbitrary.

Overtime shall be paid after the number of hours schedule to work (minimum eight (8)) is exceeded and/or over forty (40) hours in a work week. If either employee vacates their position during this period, the remaining employee shall return to his/her position within ten (10) days. During the ten (10) day period the position will be posted one (1) time. If there is not an employee who bids the remaining alternate schedule, the remaining employee will go back to their original schedule.

Employees who wish to discontinue their alternate schedules may do so as long as Program needs are not negatively affected. An alternate schedule for an individual may be rescinded by management when (1) operational needs of the agency are not being met, (2) needs of the client(s) are not being met, and/or (3) as a corrective measure to avoid further discipline.

Regardless of the date a request for an alternate schedule is submitted, all approved alternate work schedules shall normally be reviewed annually between October 1 through October 31. Alternate work schedules that are approved for the following year shall start on January 1. Alternate work schedules that are not approved for the following year shall cease at 11:59 p.m. on December 31 of each year.

When the incumbent employee vacates a shift with an approved alternate work schedule, the alternate work schedules shall revert to a regular work schedule, as defined in Section 3(a) above after the ten (10) day notice has been satisfied. ~~Employees who discontinue their alternate schedule may reapply in the following October request period.~~

c. A flex schedule is mutually agreed upon in advance by the employee and the manager. It is posted in advance and varies the shifts, hours of work and days off. Overtime is paid after the number of hours scheduled to work (over eight (8)) is exceeded and/or over forty (40) hours in a work week. This flex shift is specific to Program Analysts, Behavior/Vocational Specialists 1 and 2, Training and Development Specialists 1 and 2, and ~~Vocational Coordinators,~~ Maintenance Worker(s~~)) and part time HTT2's~~. HTT2 and MHTT staff on a regular schedule can work with their manager to, on an occasional basis, flex their schedule within the workweek provided there is no negative impact to clients and overtime costs are not incurred.

d. A two/sixteen plus eight (2/16 + 8) schedule will consist of sixteen (16) hours on one day, sixteen (16) hours on another and an additional eight (8) hours. The additional eight (8) hours of work will be scheduled by mutual agreement between the employees and the supervisor based on bona fide operating requirements.

Conflicts shall be dealt with by rotating the requested time off among employees desiring the time on a periodic basis (e.g., monthly basis) beginning with the most senior employee.

e. A vacation relief schedule has varied hours, shifts and days off. A VR will not be scheduled for more than eight (8) hours unless filling in for an alternate work schedule or unless mutually agreed with management. Every good faith effort shall be made to allow ten (10) hours between shifts. The VR may waive this obligation.

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When a vacation request of forty (40) hours or more is submitted they will be given two (2) days off before and after the forty (40) hour time period. Overtime shall be paid after the number of hours scheduled to work (over eight (8)) is exceeded or over forty (40) hours in a work week. For purposes of overtime the last shift worked determines the placement on the rotation list.

f. Hours and days off for part-time employees are mutually agreed upon between the employee and manager. Part-time schedules may be established using guidelines A through F above.

Section 4.

Except for employees filling relief positions, or when employees are changing shifts or employees working flex/alternate work schedules, all full-time employees in the bargaining unit shall be scheduled for five (5) consecutive days of work and two (2) consecutive days off within each work week. Saturday and Sunday will be considered consecutive days off within the work week. In no instance shall a vacation relief be scheduled to work more than forty (40) hours without a day off unless mutually agreed upon with the employee and the supervisor.

Section 5.

Work schedules will be published ten (10) days in advance of the effective date except for designated relief positions/assignments. Established work scheduled will not be changed with less than ten (10)-days advance notice except when operating requirements of the SOCP require it. In no instance shall any schedule be changed by more than two (2) hours without a forty-eight (48)-hour notice unless the schedule change is voluntary on the part of the employee. This section does not apply to permanent schedule changes.

Section 6.

An employee on a regular work schedule shall not be subjected to scheduled double back.

Section 7. Short Term Temporary Switch Guidelines Within Worksite.

Staff may switch shifts or portions of shifts and days off in accordance with Oregon and Federal laws and regulations. Conclusion of the switch must occur within a one (1) week schedule if on an alternate schedule and within a two (2) week period, fourteen (14) days if on an eight (8) hour schedule. No overtime costs will be incurred when switching of shifts is approved.

Section 8. Backfill of Positions When an Employee is on Leave.

If an employee is scheduled to be gone for one (1) month or more, the Site Manager shall assess the current needs of the house and shall post no more than two (2) current/revised schedules. Assignment posting shall last three (3) calendar days and no employee shall be awarded more than one (1) assignment. Management will determine how to cover the remaining workload needs.

This is a voluntary, temporary trade based on seniority. It is not considered a lateral transfer.

Section 9. Meal Periods and Rest Breaks.

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

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

b. Each employee shall be afforded rest breaks totaling fifteen (15) minutes or a fifteen (15) minute block of time for each four (4) hours worked. The rest breaks shall be allowed as near the mid-point of each four (4) hours of the shift as possible, unless the employee requests otherwise.

Section 10. State Paid Meals.

a. Employees whose eight (8) hour or longer schedules do not include a duty free meal break may participate in one (1) regularly scheduled meal with clients per shift. It is expected that by eating with the clients, these meals will model appropriate dining and socialization behavior. Variance may be approved by the site manager.

b. Meals-Outings.

1. When commercially purchased meals outside the home are part of a client's ISP or an outing approved by management for development of socialization skills, the employee will be provided at state expense the same or similar meal in terms of cost and low cal/diabetic or other special dietary restrictions as the clients. All staff authorized to attend the outing are eligible for the provision of state meals.
2. No snacks or drinks will be provided to employees at state expense when the employee is accompanying a client on an incidental outing where the client pays for his/her own treats. Employees may choose to join the client at their own expense.
3. If a BSP payoff involves an outing with the purchase of a meal and that outing is over prior to the scheduled meal time, no commercial meal shall be supplied to the employee by the state.

Section 11.

When the employee is required by the agency to travel, the actual travel time shall be considered time worked. Where required travel is outside an employee's regular work hours (excluding normal commuting time), the employer may temporarily modify the employee's weekly schedule without daily overtime or schedule change penalty. Where such schedule modification still results in the need for additional work hours, the employee shall be paid the appropriate rate of pay for all time worked over forty (40) hours in that workweek.

ARTICLE 29 - OVERTIME

Section 1.

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

Section 2.

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

a. Employees on a Regular or Alternate Work Schedule shall receive overtime compensation for all hours worked in excess of regularly scheduled hours in a workday or in excess of forty (40) hours in any one (1) work week.

b. Part-Time Employees scheduled for less than forty (40) hours in a week shall receive straight time for additional time worked rather than overtime until the hours worked exceed eight (8) or ten (10) regularly scheduled hours per day and/or forty (40) hours per work week. Part-time employees on alternate work schedules shall not receive overtime until they exceed forty (40) hours per work week.

Section 3.

All time for which an employee is compensated at the regular straight time rate of pay except On-Call, Article 17, Reporting Pay, Article 18 shall be counted as time worked.

Section 4.

When an employee requests a change in his/her work schedule and it is approved by Management, all of that employee's reporting time and overtime compensation associated with the changed schedule shall be waived. However, employees who exceed forty (40) hours in a work week shall be compensated at the overtime rate for all hours in excess of forty (40).

Section 5. Eligibility for Overtime Compensation.

Employees shall receive time and one-half (1 1/2) their regular hourly rate unless the position is executive, professional or technical as these words are defined by the Fair Labor Standards Act.

If the position is determined to be professional, administrative or executive, compensation of overtime shall be received as comp time at one hour for every hour worked in excess of eight (8) or forty (40).

Section 6.

a. Any trained employee, regardless of classification, may volunteer for overtime and shall be placed on the appropriate volunteer or mandatory lists. Transferring employees shall be considered “in house” for overtime lists beginning with their first scheduled shift as long as the employee is trained. At no time shall an employee work more than seventeen (17) hours in any twenty-four (24) hour period unless there is an extreme emergency or the employee has requested because of a special event and the manager has approved. When overtime is needed to maintain staffing levels the following procedure shall be used:

1. Unscheduled & Prearranged Voluntary Overtime.

A. Unscheduled Overtime. Volunteers shall first be sought from staff who are scheduled to be on duty and actually working immediately prior to the overtime hours to be worked. Volunteers shall then be sought from staff who are scheduled to be on duty but are on authorized paid leave immediately prior to the overtime hours to be worked.

For vacation reliefs, the last regularly scheduled shift worked will determine what an employee’s regular shift is for the purpose of this article. Staff utilizing accrued time shall be called by rotation list.

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When offering overtime, the caller will make every effort to specify the number of hours to be worked.

Respiratory Therapists (RT): When the regularly scheduled RT will not be on duty, the other RT's will be offered overtime on a rotating basis. If there is no RT available to work the overtime the duties may be assumed by another bargaining unit.

LPN's: When the regularly scheduled LPN will not be on duty, the other LPN's will be offered overtime on a rotating basis. If there is no LPN available to work the overtime the duties may be assumed by another bargaining unit.

B. If no one volunteers to work the overtime under A above, the voluntary overtime list shall then be utilized to fill the overtime requirement. Utilizing the unscheduled voluntary overtime list, assignments will be made in rotation except in extenuating circumstances. An employee shall be considered eligible for overtime based on the majority of hours spent on a shift on that day. If the hours are an even split between two (2) shifts, the eligibility shall be based on the shifts starting time. Once assigned to a given shift, that employee moves to the bottom of the unscheduled voluntary overtime list. Staff on SAIF/Administrative Leave, etc., are rotated on the voluntary list the same as a "no answer." After accepting an overtime assignment, if the employee fails to fulfill his/her overtime obligation, his/her name will move to the bottom of all voluntary overtime lists, unless management agrees extenuating circumstances are found to exist.

C. Prearranged Voluntary Overtime. When management is notified of an absence the first four (4) days will be covered by this section and the needed prearranged overtime will be posted in all houses for assignment from the prearranged voluntary overtime list but in-house staff shall be given first selection. Houses utilizing shifts exceeding eleven (11) hours will post for seven (7) days. Article 29, Section 6 will be followed for adjustment of vacation relief positions.

Once assigned to a given shift, that employee moves to the bottom of the prearranged voluntary overtime list. Should the assigned overtime become unavailable, the employee's name shall be restored to the place on the list where the name would have been had the overtime not been offered without undoing other assigned overtime. After accepting an overtime assignment, should the employee fail to fulfill the assigned overtime, his/her name will be moved to the bottom of all voluntary lists for a thirty (30)-day period of time unless management agrees extenuating circumstances are found to exist.

2. Unscheduled Voluntary Overtime Two (2) Hours or Less.

A. Volunteers shall first be sought from staff who are scheduled to be on duty immediately prior to the overtime hours to be worked. Staff utilizing accrued time shall be called by rotation list. An employee shall be considered eligible for overtime based on the majority of hours spent on a shift on that day. If the hours are an even split between two (2) shifts, the eligibility shall be based on the shifts starting time. When two (2) or less hours overtime is required, the employee must be available to work the entire period.

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B. Utilizing the unscheduled voluntary overtime list, assignments will be made in rotation except in extenuating circumstances. Such assignments will not result in movement on the rotation list.

C. A staff member who has refused an assignment does give up all rights to compensation should the overtime actually be either less or more than two (2) hours.

3. Expanded Voluntary Overtime Lists.

If 75% of the employees in a home want an expanded overtime list there will be a list developed. Each home that has three (3) or more mandatory overtimes in a six (6) month period (January-June and July–December) shall have an expanded list of volunteers unless 100% of the employees in the home agree to no expanded overtime list in December and June. Each home will maintain its own expanded list of trained volunteers from other homes. The list will be used after prescheduled overtime has been assigned prior to making mandatory overtime assignments. Extended overtime lists established in this section are subject to renewal two (2) times per year in December and June. When the list is established names will be put in seniority order. Names may be added outside of the two (2) renewal periods if the employee has recently transferred out of the home between training periods and has current training.

Employees on the expanded overtime list shall be scheduled for mandatory training for the home. If they are unable to attend the training their names will be removed from that expanded overtime list for that home. If an employee refuses two (2) expanded overtime opportunities for a home in six (6) months they will be removed from that list for the current six (6) month period. Management may look at extenuating circumstances. The following criteria do not extend to anyone who is on approved leave. Once an employee has been trained to work on a house in the status of expanded overtime, they will be expected to work in that house if they are called and are available for work. If they were called, were available and did not work at least one (1) overtime during the period, then they will not be permitted to place their name on house's expanded overtime list the next signup period.

If an employee from the expanded list accepts an overtime assignment, they must be able to arrive at the overtime worksite within one (1) hour. His/her name will go to the bottom of that list; however, the assignment will not affect his/her own in-home rotation lists. If the employee is on duty immediately before or after the overtime assignment, reasonable travel time shall be paid to that employee at the appropriate rate. Travel time is paid only when going between two (2) houses. Should the employee not work the accepted overtime assignment, his/her name will be placed on the bottom of all voluntary lists for a thirty (30)-day period of time unless management agrees extenuating circumstances are found to exist.

When staff are working overtime at other work sites immediately before or after their regular shifts, reasonable travel time (not to exceed one (1) hour) between the shifts will be paid. Travel time to/from work before/after the double shifts is not paid. Every effort should be made to relieve staff working overtime before their regular shift so they can report to their home in as timely a way as possible. If an employee is going to be late due to traveling between homes, it is the employee's responsibility to notify his primary home. This

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should be done in a timely way so arrangements can be made to cover for them.

Mileage is not paid for staff traveling to other homes for expanded overtime training. Travel time for such training is considered work time only when it occurs on an employee's regularly scheduled shift. Training time is considered on-duty time.

4. Mandatory overtime assignment.

A. When there is not sufficient number of volunteers for (1), (2), and (3), above, Management may select and assign, on a rotating basis, the most junior trained employee in the work unit who is on duty to work overtime.

B. Management will make a good faith effort to avoid requiring an employee to work a mandatory overtime on a consecutive day after working overtime the previous day.

No employee shall work more than seventeen (17) hours in a twenty-four (24)-hour period unless there is an extreme emergency or the employee has requested for a special purpose and the manager has approved. When staff are working a mandatory overtime, they shall be assigned the least challenging client and shall not be designated as the primary driver on extended trips.

C. Management will give a minimum of one (1)-hour notice of any overtime to be worked, whenever possible.

D. An employee who refuses a mandatory opportunity shall be rotated to the bottom of all in-house voluntary overtime list.

E. When an employee is required (mandated) to work at least four (4) hours beyond a full shift and when that fact was not known to the employee prior to beginning of the first shift, then upon request, up to one (1) hour of Employer paid time will be allowed between the shifts. If an employee has volunteered to work the overtime then they may take one (1) hour between the shifts but that one (1) hour is not Employer-paid time. The purpose of this time is to make arrangements necessary when the worker is to be away from home unexpectedly at the discretion of the Employer. It is, of course, recognized that bona fide emergencies may exist that would preclude granting time off. Such instances will, however, be held to a minimum and only genuine emergencies will prevent the allowance of such time. When such time is denied between shifts, such time will be allowed at the earliest possible time in the subsequent shift. If a genuine emergency prevents granting of one (1) hour during the second shift, such time shall be accrued as comp time at straight rate.

F. Once assigned to work a mandatory overtime and if the employee fails to meet the overtime obligation, their name will remain at the top of the mandatory overtime list until a mandatory overtime obligation is met. Management may look at extenuating circumstances. If a failure to meet a mandatory overtime occurs a second time progressive discipline could begin.

Section 7.

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Any employee who refuses any overtime opportunity relinquishes his/her rights to that overtime opportunity.

Section 8.

Overtime shall be compensated on the basis of the nearest tenth of an hour.

Section 9.

Employees shall have the option of receiving cash or accruing compensatory time for working an overtime unless management has notified employees of a limitation in the form of compensation. Cash/comp time must be designated by the employee prior to the submission of the final time sheet.

Section 10.

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

Section 11.

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

Section 12.

Should an employee who has been called in for an overtime assignment arrive at the worksite prepared to work overtime and overtime is not needed, the employee shall be allowed to work for a minimum of two (2) hours and not rotated on the list; however, an employee working more than two (2) hours will be rotated on the list. Employees will only be compensated for time worked.

Section 13.

In order to facilitate attendance at voluntary staff meetings which include multiple shifts, employees, employees may adjust their work schedules with the mutual agreement of management so as to ensure that attendance at the meeting does not result in overtime.

Section 14. Outings.

An employee may voluntarily waive the daily overtime compensation associated with an outing by his/her work schedule to maintain a forty (40) hour work week. However, employees who exceed forty (40) hours work in a week shall be compensated at the overtime rate for all hours in excess of forty (40).

If staff are required to provide an outing, staff shall be compensated at the overtime rate for hours worked in excess of their normal work shift or forty (40) hours in a work week. The staff involved in the planning shall have first right to work the outing. The prearranged voluntary overtime list shall be used secondarily.

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ARTICLE 30 - VACATION LEAVE

Section 1.

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

After 6 months through 5th year	12 work days for each full 12 calendar months of service (8 hours per month)
After 5th year through 10th year	15 work days for each full 12 calendar months of service (10 hours per month)
After 10th year through 15th year	18 work days for each 12 full calendar months of service (12 hours per month)
After 15th year through 20th year	21 work days for each 12 full calendar months of service (14 hours per month)
After 20th year through 25th year	24 work days for each 12 full calendar months of service (16 hours per month)
After 25th year	27 work days for each 12 full calendar months of service for (18 hours per month)

A full-time employee working less than a full calendar month shall accrue vacation leave on a pro rata basis (except for Union business leave), provided that the employee works thirty-two (32) hours or more in that month. If an employee has a break in service during the first six (6) months of employment that does not exceed two (2) years, the employee may be given credit for the time worked prior to the break in service. In order to facilitate the administration of leave records, vacation leave may be accrued on a monthly basis for employees who have completed six (6) full calendar months of service. Vacation leave shall not accrue during a leave of absence without pay, or educational leave with pay, the duration of which exceeds fifteen (15) calendar days.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

Service with a jury shall be considered time worked.

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Section 6.

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

Section 7.

Vacation hours may accumulate to a maximum of three hundred ~~and twenty-five~~fifty (~~325~~350) hours; however, in the event of ~~separation or~~ layoff, resignation, retirement or termination, any unused vacation up to only two hundred ~~and~~ fifty (250) hours will be paid to the employee. To avoid losing vacation, the employee must request vacation leave as provided in Article 33, except where the employee is on an on-the-job injury or extended sick leave where cash payment of not more than forty (40) hours shall be made.

An appointing authority may authorize cash payment of forty (40) hours, upon determining that granting of vacation leave is not appropriate. The designated supervisor must document the denial of the vacation leave request. Cash payout for accrued vacation leave must not be granted more than once in each fiscal year.

When an employee notifies the Agency they plan to separate from Agency service within the next two (2) calendar months, and the employee has at the time of such notice more than two hundred fifty (250) hours of accrued vacation hours, the Agency and employee will work together to find a mutually agreeable time for the employee to take time off to reduce accrued vacation hours down to the two hundred fifty (250) hours.

Section 8.

Part-time employees shall accrue vacation leave and shall earn eligibility for additional vacation credits only in those months during which the employee has worked thirty-two (32) hours or more. Such leave shall be accumulated on a pro rata basis.
A part-time employee shall not be eligible to take initial vacation leave until the employee has worked thirty-two (32) hours or more in each of six (6) calendar months. Vacation leave shall not accrue during a leave of absence without pay or educational leave with pay the duration of which exceed fifteen (15) calendar days.

Length of State Service:	Vacation Accrual Rate:
After six months through 5th year	12 workdays for each 12 full calendar months of service (8 hours per month)
After 5th year through 10th year	15 workdays for each 12 full calendar months of service (10 hours per month)
After 10th year through 15th year	18 workdays for each 12 full calendar months of service (12 hours per month)
After 15th year through 20th year	21 workdays for each 12 full calendar months of service (14 ours per month)

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After 20th year through 25th year	24 workdays for each 12 full calendar months of service (16 hours per month)
After 25th year	27 workdays for each 12 full calendar months of service (18 hours per month)

Section 9.

Employees transferring into this bargaining unit shall be allowed to transfer up to eighty (80) hours of accrued vacation credit. The balance of vacation credit shall be paid for at the time of transfer.

Section 10.

An employee who is laid off or terminates after six (6) full calendar months of State service shall be paid upon separation from State service for accrued vacation time. An employee on military leave or educational leave of absence without pay in excess of thirty (30) days shall be paid for vacation leave accrued up to the end of the last full month of service at his/her request, however, the Agency reserves the right to pay off such time should the leave extend beyond twelve (12) months.

ARTICLE 31 - VACATION LEAVE DONATION

Section 1.

The HR Manager of the SOCP may allow employees, on a case-by-case basis and without setting precedent, to transfer accumulated vacation/comp leave to an eligible co-worker in the Agency who has exhausted accumulated leave while recuperating from an extended and continuing illness or injury to the employee or his/her immediate family members as specified in Article 36. When notice is sent out for a leave bank, information shall include: name of employee, work site and years of service with the SOCP and the State. Additional information is optional and must be submitted by the applicant.

Section 2.

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

a. Employees on Workers' Compensation or parental leave may not participate in this program either as Donors or Donees.
b. All donated leave shall be posted to the Donee's sick leave account in appropriate proportion. Donated hours shall not exceed the hours necessary to cover for the qualifying absence.
c. All accumulated vacation/comp leave hours must be donated in blocks of two (2) hours or more. All hours of leave donated from co-workers will be converted into an hourly rate and then applied to the Donee's account at his or her hourly rate for employees with three (3) or more years of continuous service. Donee's with between six (6) months and three (3) years of continuous service shall have the average hourly cost of the State's insurance contribution included in the total which the Donor's time will cover except where the Donee is on qualified Federal Family

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Medical Leave in which case the cost of insurance will not be included in the calculation.

d. Employees eligible to receive donated hours are those employees with more than six (6) months continuous service. The Donee's recognized service date will be used to establish eligibility. Article 45 provisions regarding length of service and breaks in service shall be applicable.

e. Nothing in this agreement shall prevent donations being made to or received from Department of Human Resources employees outside the bargaining unit.

f. Applicants for leave donation shall apply in writing to the HR Manager accompanied by the treating physician's written statement certifying that the illness or injury involved will continue beyond the date the employee is projected to exhaust all accumulated leave and has a duration of at least twenty (20) calendar days. The leave bank shall begin with the first hour of leave without pay. Donated leave may be used intermittently.

g. Upon determination that an employee's request satisfied requirements found in section 1 of this article, the HR Manager shall approve a bank not to exceed the hours needed.

h. The terms of this Article shall be strictly enforced. There will be no exceptions granted to the terms of this Article.

i. Donated vacation leave or compensatory time may be provided to employees in other AFSCME Central Table participating agencies subject to the approval of the appointing authorities for the involved agencies.

ARTICLE 32 - HOLIDAYS

Section 1.

The following compensable holidays shall be recognized:

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

For Office Specialists, Trade Maintenance Workers, Program Analysts, Behavior/Vocational Specialists 1 and 2 and Training and Development Specialists, when a holiday specified in this section falls on a Saturday, the proceeding Friday shall be recognized as the holiday. When a holiday specified in this Section falls on a Sunday the following Monday shall be recognized as the holiday.

Seven (7)-day/twenty-four (24)-hour continuous operation classification employees (Licensed Practical Nurses, HTT 2, MHTT, Respiratory Therapists) will observe the holiday on the actual day it occurs

Section 2.

Full-time employees except those on leave without pay status for a full shift the day before or the day after the recognized holiday shall be compensated at the straight rate for

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eight (8) hours for each recognized holiday listed in Section 1. All part-time employees shall be compensated at the straight time rate on a pro rata basis for each recognized holiday during the month in which the employee works thirty-two (32) hours or more. This holiday compensation is called holiday pay. Recognized holidays which occur during vacation or sick leave will be charged as a holiday rather than vacation or sick leave.

Section 3.

Employees who are required to work on recognized holidays shall be entitled to their regular pay plus compensatory time or cash, at the employer's option, for all such time worked at the rate of time and one-half (1-1/2). The rate at which an employee shall be compensated for working on a holiday shall not exceed the rate of time and one-half (1-1/2) in addition to the holiday pay.

For employees working twelve (12) or sixteen (16) hour shifts (including overtime), employees will receive time and one-half (1-1/2) for all hours worked on the holiday and twelve (12) or sixteen (16) hours holiday compensation time credited, respectively.

Any other employee assuming an extended beyond eight (8) hour position after November 1, 2001 will either revert to eight (8) hour shifts during a holiday work week or will receive time and one-half (1-1/2) for all hours worked on a holiday plus eight (8) hours compensation time credit.

Section 4.

The employee will receive compensatory time off or cash, at the employer's option, for holiday time worked. Such scheduled time off shall be subject to Article 26 (Scheduling of Compensatory Time Off).

Section 5.

For any employee not working the holiday due to a regularly scheduled day off, they will be credited with eight (8) hours compensation.

Section 6.

Employees shall normally be notified of holiday work schedules at the time work schedules are posted as provided in Section 5, Article 27 (Work Week and Work Scheduling) in all work units except in situations over which the SOCP has no control. The SOCP will determine staffing levels for work units which must be staffed on holidays in relations to the anticipated work load in each unit. Employees whose regular work day is a holiday shall be given an opportunity to request to work or not to work on the holiday. Such request shall be granted on the basis of SOCP seniority and in keeping with the operating needs of the SOCP. Should not enough employees request to work on a holiday, the SOCP shall assign the work to employees with the least SOCP seniority from those regularly scheduled to work who are qualified to perform the particular tasks. When an employee wants to take time off, he/she must submit a request no later than seven (7) calendar days before the posting of the unit work schedule.

Any employee who works in a position which is longer than eight (8) hours a day and who takes the holiday off as a leave day will continue to receive eight (8) hours holiday credit and must use appropriate accrued leave or leave without pay for the balance of the regularly scheduled shift.

Section 7.

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In addition to the holidays specified in this article, full-time employees shall receive eight (8) hours of paid leave. Part-time employees shall receive a prorated share of eight (8) hours of paid leave. Paid leave granted in this section shall be accrued by all employees employed as of the day before Thanksgiving or Christmas of each year. Employees who are employed as of the day before Thanksgiving may request the option of using this paid leave on the workday before or after Thanksgiving, Christmas, or New Year's Day. Employee who become employed after Thanksgiving but before Christmas may request the State option of using this paid leave on the workday before or after Christmas or the workday before or after New Year's Day. If the employee chooses not to take one of the aforementioned days, another day may be mutually agreed upon, provided such time is taken off before the Labor Day Holiday (Monday).

Employees working thirty-two (32) hours per month or more shall receive paid leave on a pro rata basis. Employees may request the option of using the paid leave on the work day before or after Thanksgiving, Christmas, or the work day before or after New Year's Day, or when these days are not available to an employee, another day of the employee's choice.

Section 8. Medical and Behavior Homes.

In addition to the compensatory time provided in Section 3 of this Article, employees who work overtime on a holiday shall receive time and one-half (1-1/2) compensation for all overtime hours worked.

ARTICLE 33 - SCHEDULING ACCRUED TIME OFF

Section 1.

Any request for use of accrued time off, excluding sick time, for thirty-two (32) hours or more shall require a notice of seven (7) office days. Requests shall be responded to within seven (7) calendar days.

Any request for use of accrued time off, excluding sick leave, under thirty-two (32) hours shall require a minimum of two (2) office days notice. Requests received shall be responded to within one (1) regular office day.

Requesting/Scheduling Accrued Time Off. If employees choose to use their seniority one (1) time during the period February 1 through the end of January to assure a particular time off, they must submit their requests during the three (3) designated open sign-up periods:

April for the months June/July/August/September
August for the months October/November/December/January
December for the months February/March/April/May

The length of time requested off may vary. Ties shall be broken by lot. Seniority is only used when two or more employees want the same time off and an agreement between the employees cannot be reached. A block of time can be any length of time. Whether an employee uses his or her seniority to take a one (1) day block of time or a ten (10) day block of time, the seniority has been used.

Timelines may be waived by management except for the seniority request period.

In no case shall accrued time usage be denied if the work unit can meet work unit determined staffing requirements and levels and a bona fide emergency does not exist.

If seniority has been used to get a vacation slot and that slot is returned, that employee's seniority still has been used.

Section 2.

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If management is not available then employees shall utilize the house protocol for taking time off in the absence of the manager. Accrued time may be taken in time increments of less
than a full shift.

Section 3. Comp Time Accrual and Payment.

Subject to Articles 29, Overtime and 32, Holidays, an employee may accrue up to one hundred (100) hours compensatory time. Any hours accrued shall be paid in cash by the DHS at the employee's request no more than once per month. Comp time earned in the current month is not eligible for cash out. The request will be processed and the payout included on the first of the month or mid-month payroll run provided it is received in the DHS payroll office by 10:00 a.m. on the business day prior to payroll cutoff. In the event comp time cannot be paid due to budgetary constraints, the employee may request and shall be granted an emergency draw provided the employee has not already received a draw that month.

Within the last two (2) or first two (2) months of a biennial budget period, the Agency may, at its discretion, cash out comp time accruals to no less than fifty (50) hours per employee unless the employee has pre-authorized plans to utilize said time; cash outs below fifty (50) hours shall only occur with the mutual agreement of the employee.

Section 4.

If an employee is granted a lateral transfer, his/her choice of vacation made during his/her previous assignment will need to be resubmitted and approved based on staffing needs.

Section 5.

Employees who are vacation relief shall be entitled to schedule vacation in a manner which guarantees two (2) days off before and two (2) days off following each block of forty (40) hours which they use.

An employee's request for vacation time off shall not be denied because a designated vacation relief is being used to cover a regular shift.

ARTICLE 34 - PERSONAL LEAVE

Section 1.

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

a. All full-time employees shall be entitled to twenty-six (26) 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-six (26) hours based on the same percentage, or fraction of month, they are hired to work provided it is anticipated that they will work 1,040 hours during the fiscal year.

Section 2.

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

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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 work unit and the employee. Employees who have prescheduled on any of the three (3) annual vacation sign ups and have approved vacation blocks, may at the time of the vacation period replace prescheduled and approved vacation hours with available personal leave hours.

ARTICLE 35 - LEAVE WITH PAY

Employees shall be granted a leave of absence with pay in accordance with Sections 1-4 and 7.

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

The employee may keep any money paid by the court for service on a jury. Whenever possible, subject to SOCP operating requirements, employees selected by proper authority for jury duty will at the employee's request, be placed on a day shift schedule during the period they are obligated to report and/or serve jury service; however, days worked will not be changed.. The Employer shall not suffer any penalty payments for the change in the work schedule of the employee on jury duty. (See also, Article 36, Section 6.)

Section 2.

Appearance before a Court, Legislative Committee, or Judicial or Quasi-Judicial Body as a witness in response to a subpoena or other direction by proper authority for matters other than the employee's officially assigned duty. An employee may keep any money paid in connection with the appearance. (See also, Article 36, Section 6.)

Section 3.

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

Section 4.

Other authorized duties in connection with State business. After sick leave accrual has been exhausted the employee may request to use Personal Business time.

Section 5.

An employee who has been employed in State service for six (6) months or more who is a member of the National Guard or any Reserve component of the Armed Forces of the United States, is entitled to leave of absence from employee duty as provided by ORS 408.290. (See also, Article 36, Section 4.)

Section 6.

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

Section 7.

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

Section 8. Pre-Retirement Counseling Leave.

Within ten (10) years of the employee's compulsory retirement date, or within one (1) year of the date upon which federal reduced retirement benefits would first be available, each employee shall be granted up to three and one-half (3-1/2) days leave with pay to pursue bona fide pre-retirement counseling programs. The employee shall request the use of leave provided in this article at least five (5) days prior to the intended date of use.

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

When the dates requested for pre-retirement counseling leave cannot be granted for the above reason, the SOCP shall offer the employee the choice from three (3) other sets of dates. The leave herein discussed may be used to investigate and assemble the employee's retirement program, including PERS, Social Security, Insurance and other retirement income.

Section 9.

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

Section 10. Job Interview Leave.

Interview Leave shall be allowed pursuant to the following:

a. Employees, subject to providing reasonable notice and receiving prior management approval, shall be allowed agency paid time to interview for positions within their agency when such interview (s) occurs during their work hours. An Appointing Authority or designee shall determine the appropriate amount of time for the interview and whether the time taken for interviews is excessive. Such determination is not subject to the grievance procedure.

b. Employees, subject to providing reasonable notice and receiving prior management approval, shall be allowed up to two (2)hours of agency paid time to interview for positions with another state agency when such interviews(s) occurs during their work hours. An Appointing Authority or designee shall determine whether the amount of time requested for the interview is appropriate and whether the time taken for interview is excessive. Such determination is not subject to the grievance procedure.

   Interview leave time approved and taken to interview with another state agency that exceeds two (2) hours of agency paid time must be recorded as accrued leave, leave without pay, or managed through approved flex time within the same workweek.

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c. All interview leave time approved under Guidelines a and b must be recorded as IT on the employee's timesheet/time reporting period.
d. Interview leave used shall not count as time worked for purposes of overtime.
e. An agency shall not incur any employee reimbursement costs.

Section 11. Bereavement Leave.

Notwithstanding the Hardship Leave or Sick Leave eligibility criteria of the affected collective bargaining agreements, employees shall be eligible for a maximum of twenty-four (24) hours paid bereavement leave, prorated for part-time employees. The Agency may request documentation. If additional earned leave is needed, an employee may request to use earned sick leave credits, or leave without pay, at the option of the employee for any period of absence from employment to discharge the customary obligations arising from a death in the immediate family or the employee's spouse. Employees may, with prior authorization, use accrued vacation leave or compensatory time. 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 spouse's parent, wife, husband, child, brother, sister, grandmother, grandfather, grandchild, or the equivalent of each for domestic partners, or another member of the immediate household. Up to eight (8) hours of paid bereavement may be taken for aunt, uncle, niece or nephew.

Section 12. Workers Compensation

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 paid 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.

Section 13. Client Assaults.

Where the employee is off work on time loss under workers' compensation due to serious physical injury directly inflicted by a client and the employee's attending physician certifies that the employee cannot perform his/her regular duties or modified work, the SOCP Director or designee, shall approve the employee to receive supplemental pay in addition to the employee's worker's compensation benefit which shall be equal to the regular salary rate (i.e., the step in the salary range at which the employee is paid) for the first thirty (30) days of such leave. The SOCP Director or designee, at his/her discretion, may continue approving the employee to receive supplemental pay in addition to the employee's worker's compensation benefit which shall be equal to the regular salary rate (i.e., the step in the salary range at which the employee is paid) for the next one hundred fifty (150) days. After the first one hundred eighty (180) calendar days of such time loss in any rolling twelve (12) month period, the supplemental pay shall end and the employee shall have the option of sick leave proration. To be approved for this supplemental pay benefit, the employee must

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have been acting within the course and scope of his/her assignment when assaulted. Time loss resulting from stress related disabilities shall not be eligible for this supplemental benefit. Where the time loss exceeds thirty (30) calendar days, the SOCP may require the employee be evaluated by the SOCP's independent medical examiner to assess the ongoing need for the time off.

ARTICLE 36 - LEAVES OF ABSENCE WITHOUT PAY

Section 1.

Application for leave of absence without pay will be in writing and submitted to the immediate supervisor.

Section 2.

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

Section 3.

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

Section 4.

An employee who has received official notice from the National Guard or any reserve component of the armed forces of the United States shall be given such military leave without pay as may be provided by law. However, reduction in salary will not be made for an FLSA-exempt employee on temporary military leave except for full work week increments where such leave causes
an absence of one (1) or more full work weeks. (See also, Article 35, Section 5.)

Section 5. Peace Corps Leave Without Pay.

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

Section 6. Court Appearance Leave Without Pay.

An employee may request and shall be granted leave without pay for the time required to make an appearance as a plaintiff or defendant in a civil or criminal court proceeding that is not connected with the employee's officially assigned duties. However, such reduction in salary will not be made for an FLSA exempt employee to testify in court or at a deposition except for full work week increments where such testimony causes an absence of one (1) or more full work weeks. (See also, Article 35, Sections 1 & 2.)

Section 7. Family Medical Leave.

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Each employee shall be granted a leave of absence for a reasonable period of time, but not to exceed twelve (12) weeks per year pursuant to the provisions of the State and Federal Family Leave Acts.

a. When an employee has received approval for Family Medical leave without pay that exceeds fifteen (15) calendar days, the employee shall, before being placed on leave without pay status exhaust all but twenty-four (24) hours of sick leave and exhaust all accrued vacation time unless covered by another insurance company. The employee may, at his or her option, utilize any or all accrued compensatory time during this period.
b. Intermittent. When an employee qualifies for Intermittent FMLA, the employee must use sick and/or vacation leave. The employee, at his or her option, may utilize any or all accrued compensatory time.
c. While an employee is on leave without pay status, he/she shall not be allowed to use accrued time in order to retain the Employer's contribution for insurance plans, however, it is understood that the employer shall continue to provide its contribution to insurance through a period of leave without pay which qualifies as Federal Family Medical Leave.
d. This section shall not be used by employees to circumvent Article 30, Vacation Leave.

Section 8.

a. When an employee has received approval for leave without pay that exceeds fifteen (15) calendar days other than State or Federal Family Medical Leave, the employee shall, before being placed on leave without pay status:
    1. exhaust all accrued compensatory time off;
    2. reduce the number of hours of accrued vacation leave to twenty-four (24) hours.
b. While an employee is on leave without pay status, he/she shall not be allowed to use accrued time intermittently to retain the Employer's contribution for insurance plans.
c. This section shall not be used by employees to circumvent Article 29, Vacation Leave.
d. In cases where the leave of absence is requested because of medical reasons accompanied by a signed physician's statement, subsection (a) (2) will be utilized at the option of the employee.

Section 9.

Unauthorized absences of employees from duty shall be deemed to be absence without leave (AWOL) and may be grounds for disciplinary action by the SOCP. Employees may be allowed to cover such absences with accrued compensatory time or vacation time if the SOCP considers extenuating circumstances existed. An employee who absents him/herself for five (5) consecutive work days without authorized leave shall be deemed to have resigned.

ARTICLE 37 - INCLEMENT WEATHER/ROAD HAZARDS

When employees are late due to road closures or traffic curtailment they may be allowed to use accrued leave to cover the absence. Such approval will be considered on a case-by-case basis.

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While the Site Manager has the authority to approve time off pursuant to this section, any denial of a request to use vacation/comp time/personal business leave shall require both the Site Manager and Program Administrator's signature.

Section 1.

a. The Employer/Agency designated official(s) may close or curtail offices, facilities, or operations because of inclement weather or weather-related hazardous conditions. The Employer/Agency will announce such closure or curtailment to employees. The Employer/ Agency will strive to make its decision to close and/or postpone day shift no later than 5 am; however, the parties recognize that changing conditions may require further adjustment. The Employer/Agency may provide this information through methods such as pre-designated internet web sites, phone 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 1st of each year. Notifications do not apply to employees who are required to report to work. Essential employees/positions shall be designated by the Agency by November 1 of each year. Such designations may be modified with two weeks advance notice to the affected employee(s).

b. Where the Employer/Agency has announced a delayed opening pursuant to Section 1a, employees are responsible for continuing to monitor the reporting sites for updated information related to the delay or potential closure. Employees may be allowed up to two hours commuting time as reasonably needed to report for work after a delayed opening has been announced. Where an employee arrives late due to this extended commute, he/she may cover the time with accrued vacation, compensatory time off, personal leave or approved leave without pay.

Section 2.

When the Employer/Agency notifies employees not to report to work pursuant to Section 1, prior to the beginning of the work shift the following applies:

a. FLSA Non-Exempt Employees. 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 approved leave without pay for the absence(s).

A non-exempt employee arriving at work after the Employer/Agency has announced a closure or curtailment of operations may be directed to leave work and if so directed shall not be paid for the remainder of the shift unless utilizing accrued leave as described above. An employee who actually begins work shall be entitled to pay for all actual hours worked.

b. FLSA Exempt Employees. The exempt employee shall be paid for the work shift. An FLSA exempt employee may be required to use paid leave or leave without pay where the closure applies to that employee for one or more full workweek(s)

Section 3.

When in the judgment of the Employer/Agency, inclement weather or weather-related hazardous conditions require the closing of the work place following the beginning of an employee's work shift, the employee shall be paid for the remainder of his/her work shift.

Section 4. Alternate Work Sites.

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Employees may be assigned or authorized to report to work at an alternative work site(s) and be paid for the time worked. Employees who are unable to report to their assigned house/worksite may work in any house they are able to report to safely. The employee is to notify their manager of the situation so that they receive compensation for working. If the employee is not trained on the clients behavior plans for that house they shall not be primary staff or work alone with clients.

Section 5. Late or Unable to Report.

Where the Agency remains open and an employee notifies his/her supervisors that he/she is unable to report to work, or will be late, due to inclement weather or weather-related hazardous conditions, the employee shall be allowed to use accrued vacation leave, compensatory time off, personal leave or approved leave without pay.

Section 6. Employees on Pre-scheduled Leave.

If an employee is on pre-scheduled leave the day of the closure, the employee will be compensated according to the approved leave.

Section 7. Make-up Time Provisions.

Subject to Agency operating requirements and supervisory approval, employees who do not work pursuant to Sections 2 and 5 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 being charged to the Agency. The Employer/Agency shall not be liable for any penalty or overtime payments when employees are authorized to make up work.

Section 8.

Employees who are unable to report to work due to inclement weather and/or weather-related hazardous conditions may be allowed to work from home with prior approval of their supervisor.

ARTICLE 38 - SICK LEAVE

Section 1.

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

Section 2.

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

Section 3.

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

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Section 4.

Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease, attendance upon members of the employee's immediate family (employee's parents, wife, husband, children, foster children, brother, sister, grandmother, grandfather, grandchildren, son-in-law, daughter-in-law, or another member of the immediate household) where the employee's presence is required because of illness or death in the immediate family of the employee or the employee's spouse. The employee shall make other arrangements, within a reasonable period of time, for the attendance upon children or other persons in the employee's care. An employee may prearrange use of sick leave as per this section with reasonable notice and the SOCP will accommodate such reasonable request. Certification of the attending physician or practitioner may be required by the SOCP to support the employee's claim for sick leave if the employee is absent in excess of seven (7) consecutive days, or if the SOCP has reason to believe that the employee is abusing sick leave privileges. The SOCP may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the SOCP has reason to believe that the employee's return to work would be a health hazard to either the employee or to others. Any costs associated with the supplying of a certificate shall be borne by the employee. In cases of pregnancy, the SOCP may require a certificate from the attending physician to determine if the employee should be allowed to work.

After sick leave accrual has been exhausted the employee may request to use Personal Business time.

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

Employees in sick leave-without-pay status shall not be authorized to use accrued vacation leave or accrued compensatory time leave in lieu of LWOP unless such leave is pre-authorized by their supervisor or the employee is on authorized OFLA leave or authorized FMLA leave. Upon request Personal Business leave may be used to cover sick leave prior to leave without pay status.

Section 6.

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

Section 7.

A note from a doctor does not, in and of itself, authorize a leave pursuant to this Article.

ARTICLE 39 - WORKERS' COMPENSATION

Section 1.

All on-the-job accidents or exposure to serious communicable diseases are to be reported to the SOCP on the appropriate SOCP occupational injury report form. All incidents and injuries must be reported as soon as possible, but always before leaving the premises, unless prevented from doing so due to the need for emergency medical treatment, or unawareness of the injury but in all cases, upon lost time or medical attention.

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If emergency medical treatment is required, the employee must, at a minimum, notify the supervisor within twenty-four (24) hours after receiving the emergency medical treatment and report in person to complete forms as soon as physically able.

Section 2. Temporary Modified Assignment.

If an employee is released by the attending physician for return to a temporary modified assignment, and the employee is not medically stationary but is expected to be able to resume full duties of his/her previous position within ninety (90) calendar days, the SOCP shall offer such work as the employee is capable of performing and which as determined by the SOCP is available during the ninety (90)-calendar-day period. These temporary modified assignments shall first include opportunities within the State Operated Community Programs. If no suitable assignments are thus available, then the assignments shall next include opportunities within the Seniors and People With Disabilities. If no suitable assignments are thus available, then the assignments shall next include the Department of Human Services. If no suitable assignments are available within DHS, then the assignments shall include opportunities within the executive branch of state government. Such short term assignments shall be made without regard to procedures for Voluntary Transfers Within Class and Demotions, Article 40. If the employee refuses such assignment, the SOCP will notify SAIF of the refusal. An offer of modified employment may be refused by the worker without the termination of temporary total disability benefits if the offer: (A) Requires a commute that is beyond the physical capacity of the worker according to the worker's attending physician; or (B) Is at a work site more than 35 miles one way from the injured worker's worksite or the distance of the employee's regular commute whichever is greater.

Section 3. Return to Regular Duty.

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

b. Demand to Return to Former Position or Classification. Upon demand to return, an employee who has sustained a compensable injury and is medically stationary shall be reinstated to his/her former position, or a position of the employee's choice within the SOCP which the SOCP determined is available and suitable, provided that the employee is not disabled from performing the duties of such position. The employee shall have the automatic right to reinstatement to his/her former position in accordance with State laws and regulations.

c. Demand to Return to Other Position(s) That Is Available and Suitable. Employees requiring a change in work assignment on return from on-the-job injury which is deemed by the attending physician to limit an employee's work capabilities on a permanent basis for more than ninety (90) days shall be assigned if possible by the SOCP in the same classification or a classification in the same salary range which he/she is capable of performing or a higher classification at a higher salary range if the SOCP deems appropriate and the employee is capable of performing the job and is qualified for the job. If not possible, other assignments shall be offered in accordance with State laws and regulations. Employees changing their work assignment under the provisions of this Section are not subject to Article 40,

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Voluntary Transfers Within Class and Demotion) or Article 42, Promotion). The Union shall be notified of such transfers.

Section 4.

When an employee chooses any of the Options #1-4 below, salary paid for a period of sick leave resulting from a condition incurred on the job and also covered by Workers' Compensation, shall be equal to the difference between the Workers' Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued sick leave, and/or vacation leave, and/or compensation time:

- Option #1 - An employee may choose to use accrued sick leave during the period in which Workers' Compensation is being received.
- Option #2 - An employee may choose to use accumulated compensatory time during the period in which Workers' Compensation is being received.
- Option #3 - An employee may choose to use accumulated vacation and/or personal leave time during the period in which Workers' Compensation is being received.
- Option #4 - An employee may choose to use any combination of Option #1, #2, and/or #3 during the period in which Workers' Compensation is being received.
- Option #5 - An employee may choose not to use any accumulated leave time during the period in which the Workers' Compensation is being received. If an employee chooses this option they will be placed on approved sick leave without pay status.

An employee shall choose which option(s) they want to use as soon as possible within the pay period in which their compensable time loss from work began. Where the injury or illness occurs within the last two days of the pay period, the employee shall make his/her election by the time the next mid-month time sheet is submitted. Once they have chosen their option(s), a change in option may not be made during the entire period of time the employee is on compensable injury leave status unless approved by the Agency.

When an employee chooses any of the Options #1-4 above, and when that accumulated time is exhausted, they will be placed on approved sick leave without pay status during the period in which Workers' Compensation is being received.

An employee on FMLA due to a workers' compensation claim shall be able to exercise the above options.

ARTICLE 40 - VOLUNTARY TRANSFERS WITHIN CLASS AND DEMOTIONS

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

Section 1. General.

a. This procedure applies first to voluntary transfers, second to demotions of employees to fill vacant positions.
b. This procedure will be used as the first step in filling all vacancies in the SOCP.
c. A vacancy shall be defined as an unfilled position the SOCP intends to fill.
d. In Section 2 (a and b) the employee with the greatest seniority with the SOCP (then FTC if tied) shall be selected unless the employee is disqualified by the SOCP for job-related reasons. No level of discipline shall stop an in house transfer. A salary reduction that is not one (1) year old shall stop any out of house transfer. Special circumstances may be appealed to the SOCP Administrator.

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e. An employee must submit in writing for a bid to be valid. That bid must be rescinded in writing prior to the close of posting if the employee does not want to be considered for the bid.

f. Once an employee is awarded a position which is out of that employee's house, that employee must remain in the new house for at least ninety (90) days.

Section 2. Procedure. Class Transfers and Demotions.

a. SOCP Human Resources shall post vacancies for a minimum of seven (7) calendar days. All vacancies posted shall include information regarding the vacant position's shift, days off, work area and general summary of duties.

b. Current employees desiring to transfer into a current posted vacancy will submit the transfer request in writing to SOCP Human Resources and must be received by closing date and time as stated in the posting. The bid must be rescinded in writing prior to the close of the posting if the employee doesn't want to be considered for the bid. Once awarded, the position must be accepted.

c. Positions will be awarded in the following order based on agency seniority:

1. in-house, same class,
2. in-house, demotion,
~~2.~~3. last in-house, ninety (90) days,
~~3.~~4. out-of-house, same class,
5. out-of-house demotion,
~~4.~~6. Promotional trial service in-house,
~~5. trial service in-house,~~
7. promotional trial service out-of-house,
8. initial trial service in-house,
9. limited duration,
~~6.~~
~~7.~~10. if no SOCP employees bid, position will be filled using hiring list which at a minimum includes reemployment, statewide layoff and open competition

d. Announcements will be sent to each house, once a week, which lists the positions awarded, location, and seniority date.

e. Future transfer bids within the house shall be allowed; however, the employee's bid shall be considered last for a period of ninety (90) days, from date position awarded, before going out of house and/or being given to anyone on trial service. Rehired employees shall be considered as in-house transfer bids (considered last for ninety (90) days).

f. When an employee is awarded a position at a new worksite, they shall be considered part of that worksite no later than ten (10) calendar days after the award.

g. If the most senior employee is denied a lateral transfer to another worksite, he/she shall receive a written explanation of the denial, upon request.

Section 3.

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

Section 4.

The provisions of this article are superseded for transfers effected in accordance with the Article on Workers' Compensation.

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ARTICLE 41 - INVOLUNTARY TRANSFERS

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

When a vacancy occurs in the work unit from which the employee was transferred and is not filled by a regular status employee within the work unit from which the employee was transferred, he/she will have first priority of filling that vacancy if the employee has submitted a transfer bid pursuant to Article 40. Prior to any denial, a meeting will be held between the employee, Union and Agency to discuss the situation.

ARTICLE 42 - PROMOTIONS

Section 1.

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

Section 2.

The Program has a high priority for developing internal candidates for promotional opportunities. The Program will make on-going training and work experience available to employees, and will make a good faith effort to adjust employees' schedules to allow them to participate. Training opportunities will be posted in the same location as job announcements. The Program will insure that every promotional candidate will be offered an interview. If there are five (5) or more promotional candidates who accept an interview for a single vacancy, the Program will not consider external candidates.

Section 3.

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

Section 4.

When an employee is denied a promotion, he/she has the right to establish with the hiring authority a mutually agreeable time, date and place to discuss the matter. If the employee is still unsatisfied with the decision he/she may file a grievance under Article 14, Grievance Procedure of the contract.

Section 5.

The Program shall post all promotional job announcements on the Human Resources bulletin board and send copies to work units as they occur.

Section 6.

Two (2) employees shall be appointed to be on each of the interview panels. The Union shall provide Human Resources with a list of a minimum of six (6) employees from each classification from which management will make appointments.

ARTICLE 43 - LIMITED DURATION APPOINTMENTS

Section 1.

Persons may be hired for special studies or projects of uncertain or limited duration which are subject to the continuation of a grant, contract, award or legislative funding for a specific project. Such appointments shall be for a stated period normally not exceeding two (2) years but shall expire upon the earlier termination of the special study or projects.

Section 2.

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

Section 3.

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

a. That the appointment is of limited duration.
b. The appointment may cease at any time.
c. That persons who accept a limited duration appointment shall have no layoff rights under this Agreement except those provided under Section 2 (b) of this Article.
d. That in all other respects, limited duration appointees have all rights and privileges of other classified employees including but not limited to wages, benefits, and Union

Section 4.

New employees can be hired into permanent positions under Limited Duration status under the following conditions:

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a. The position has been temporarily vacated due to job rotation, limited duration, extended leaves,
b. The position is known to have limited work and funding, not to exceed two (2) years.

ARTICLE 44 - JOB SHARING

Section 1.

"Job share position" means a full-time position in classified service may be held by more than one (1) individual on a shared time basis whereby individuals holding the position each work less than full-time but not more than full-time combined.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

If one (1) job share employee vacates the position, or if a vacancy exists and if the immediate supervisor determines that job sharing is not appropriate for the position, or if the employee remaining is unable to recruit qualified SOCP employees, in the opinion of the SOCP, for the job share position, the remaining employee shall have the right to assume the position on a full-time basis. Upon approval of the immediate supervisor, the remaining employee may elect to transfer to a vacant part-time position in the same classification or to voluntarily demote. If the above conditions are not available or not acceptable, the employee agrees to resign.

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ARTICLE 45 - RECLASSIFICATION PROCEDURE

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

Section 1.

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

Section 2.

When an employee requests, in writing, that his/her position be reviewed for reclassification, the employee shall submit a completed Position Description Form and written explanation for a proposed reclassification request to Human Resources. It is recommended that the employee and supervisor develop a Position Description that they mutually agree upon. Should the employee disagree with the description of duties in the revised Position Description following its review by his/her supervisor, the written explanation will include a complete discussion of those areas of disagreement.

Section 3.

a. The SOCP shall conduct a classification audit and review the merits of the request. The employee and Union shall be notified within thirty (30) days of the request as to SOCP's findings.
b. If the findings indicate reclassification is justified, the DHS shall decide whether to seek legislative approval or to remove the duties from the position.

Section 4.

If a reclassification request, as approved, does not receive the necessary legislative approval required by ORS 291.371, the SOCP shall immediately change the duties of the employee to conform to the prior classification.

Section 5.

The effective date of a reclassification implemented under this Article shall not be later than the first of the month following legislative approval. Retroactive pay, to the date of the employee's request, will be paid if the employee has been performing the work in question for that period of time. The anniversary date for future step increases shall be established as the first of the month following twelve (12) months in the new classification.

Section 6.

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

Section 7.

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Any employee reclassified upward shall move into the new range at the closest step that is higher than their current rate but not less than a four and one-half percent (4.5%) increase except where such increase would exceed the top step of the new salary range.

Section 8.

If an employee is involuntarily classified downward or an employee's reclassification request is denied, the employee may appeal the decision to binding arbitration under this article of the Agreement. The appeal must be in writing and sent to the Labor Relations Unit of the Department of Administrative Services within fifteen (15) calendar days of the date of the SOCP's decision or the date that decision was due. The appeal must state the reasons why the decision was inappropriate. If the arbitrator finds the SOCP's decision inappropriate, his/her authority shall extend only to referring the issue back to the SOCP for reconsideration. The Arbitrator shall have no power to substitute his/her discretion for the SOCP's discretion on classification matters. The Arbitrator shall retain continuous jurisdiction over reconsideration decisions by the SOCP under the same standards as set forth above in this Section. This section shall supersede Section 7 of Article 14, Grievance Procedure on the delineation of the Arbitrator's authority on matters addressed in this Article.

Section 9. Denied Reclassification/Involuntary Reclassification Appeal Process

Agency Appeal: If an employee's requested reclassification is denied or the Agency reclassifies an employee's position, the Union may appeal the decision in writing to the Agency Head or designee within fifteen (15) calendar days after receipt of the Agency's decision. The appeal must identify the reason(s) the Agency's decision is incorrect. The Agency shall respond to the appeal in writing within fifteen (15) calendar days from receipt of the Union's appeal.

Committee Appeal: If the Agency denies an employee's reclassification request or if the Agency reclassifies an employee's position, the Union may appeal the decision to the Employer/Union Classification Appeal Committee. The appeal must be in writing and submitted within fifteen (15) calendar days from the date the Agency's final decision. All appeals must be supported with copies of documents originally provided to the Agency for the reclassification request, including written explanation of the request and all relevant documentation. No new documentation or information will be considered by the Committee unless mutually agreed upon. Upon request, the Union and employee shall have one (1) opportunity to address the committee.

Employer/Union Classification Appeal Committee: The committee shall be composed of one (1) Employer representative and one (1) Union staff representative. The Committee's sole mission will be to consider appeals pursuant to this section of the article and make decisions which maintain the integrity of the classification system by correctly applying the classification specifications. Each representative shall have experience making classification decisions.

Appeal Decision Process: The Committee will attempt to resolve the appeal by jointly determining whether the current or another classification more accurately depicts the overall assigned duties, authorities and responsibilities of the position. 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. The Committee will prepare an initial written decision to the Agency and Union within thirty (30) calendar days of receipt which will include the reasons for the decision. Agency management

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retains the right to modify duties to ensure consistency with the Agency's work, goals and objectives. If the finding of the committee determines the assigned duties are appropriately classified at a higher salary range and the Agency subsequently removes the higher level duties, the employee will receive a lump sum payment for the difference between the current salary rate including work out of classification pay already paid if any, and the appropriate salary rate for the classification as determined by the committee. This payment shall be for the time period beginning the date in which the request was received by the Agency to the date the duties are removed.

Arbitration: If there is no resolution, the Union may request arbitration in writing within fifteen (15) calendar days from the date of receipt of the Committee's final written decision. The Union's request must be sent to the Department of Administrative Services Labor Relations Unit and shall include the reasons why the Agency's decision is incorrect.

The Parties agree to the appointment of a panel of three (3) arbitrators to hear all appeals under this article. Arbitrators shall be assigned on a rotational basis. The arbitrators shall have experience resolving classification issues. An arbitrator may be removed from the panel by mutual agreement of the Parties. However, each party retains the right to initiate a change in that arbitrator's appointment upon notice to the other party. If this occurs, the Parties agree to select another qualified arbitrator. The change in assigned arbitrator shall be effective for any case not yet scheduled for arbitration. The arbitrator's fee and expenses shall be paid by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall apportioned as in the arbitrator's judgment is equitable. All other expenses shall be borne by the Party requiring the service or item for which payment is to be made.

The arbitrator shall allow the Agency's decision to stand unless he/she concludes that the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities using the criteria specified below. In the event the arbitrator finds in favor of the proposed or alternate classification, Agency management may elect to remove/modify duties at any point during the process. However, if the agency removes the higher level duties, the employee will receive a lump sum payment for the difference between the current salary rate including work out of classification pay already paid if any, and the appropriate salary rate for the classification as determined by the committee. This payment shall be for the time period beginning the date in which the request was received by the Agency to the date the duties are removed.

Classification Criteria. For purposes of this section, a reclassification must be based on findings that the purpose of the position is consistent with the concept of the proposed classification and that the class specifications for the proposed classification and that the class specifications for the proposed classification more accurately depicts the overall assigned duties, authority and responsibilities of the position.

Terms used above shall be defined as follows: a) the purpose of the position 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

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distinguishing features of its class specifications, 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.

This Section supersedes any provisions contained in the Agency's grievance procedure.

ARTICLE 46 - REVIEW OF CLASSIFICATION SERIES

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

ARTICLE 47 - LAYOFF

The following procedure applies only to bargaining unit members employed in this bargaining unit and further precludes bargaining unit employees of all other state agencies from displacing any Department bargaining unit member. There shall be no cross-bumping between bargaining units in the Department.

Section 1.

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

Section 2.

Geographic areas:

1. Linn, Lane
2. Yamhill, ~~Polk,~~ Marion
3. Multnomah, Clackamas~~, Washington~~

Section 3.

The layoff procedure shall occur in the following manner:

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a. Management shall determine the specific positions to be vacated; however, prior to management's determination of which positions will be laid off, management may allow impacted classification employees to volunteer for layoff or demotion..

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

c. A regular status employee notified of a pending layoff shall select one (1) of the following options and communicate such choice, in writing, to the HR Manager within fourteen (14) calendar days from the date of receipt of the written layoff notice.

d. Eliot will be considered a single worksite for the purpose of this article.

e. Options

1. The employee will displace the employee in the same class with the lowest service credits first, in the worksite, and if no opportunity exists, second, in the geographic area, and if no opportunity exists, lastly on a statewide basis.
2. The employee will displace the employee in a lower class with the lowest service credits first in the worksite, and if no opportunity exists, second, in the geographic area, and if no opportunity exists, lastly on a statewide basis.
3. The employee may opt to be laid off.

An employee exercising Option 1 or 2 must meet the minimum qualifications of the position as stated in the class specifications plus any special qualifications stated in the position description and must be capable of performing the specific requirements of the position within thirty (30) days. The Department shall determine if the employee is capable of performing such duties.

If the employee cannot meet these requirements, he/she shall be entitled similar consideration to the position with the incumbent having the next higher service credit in the worksite geographic area and so on.

Section 4.

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

Section 5. Job Share.

a. For the purpose of this Article, individuals filling a job sharing position which totals a full-time equivalent at the time of calculation of service credit shall be considered as one (1) full-time equivalent, or, as two (2) part-time employees. This determination shall be made by the Department.

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

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

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

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

Section 6.

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

a. One (1) point per month for each full month of unbroken service in the State excluding temporary service. A break in service is a separation or interruption of employment without pay of more than two (2) years. All part-time service shall be credited on a prorated basis. Periods of authorized leave without pay other than for Union activity or periods of leave less than ninety (90) days will be deducted from seniority calculations. When a layoff is announced, seniority scores shall be frozen on that date until the layoff and any subsequent bumping activity is completed.

b. If two (2) or more employees have equal service credit, the tie shall be broken by length of continuous service 1) with the SOCP and 2) in classification. If ties between employees still exist, the order of layoff shall be determined by the Department in such a manner as to conserve for the Department the service of the most qualified employee.

c. Service credits shall be recorded within the following categories: permanent full-time, and permanent part-time.

Section 7.

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 8. Recall Lists.

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

Employees may remain on layoff for up to two (2) years and shall not loose previously accrued seniority when employed within two (2) years.

Section 9. Recall.

Employees who are on a recall list shall be recalled by beginning with the employee with the highest seniority who meets all of the minimum qualifications for the position's classification and who is capable of performing the specific requirements of the position as stated on the position description within thirty (30) days. The thirty (30) day time period is for the purposes of orienting an employee to the position, not training the employee to do the work. Therefore, it is necessary that the employee can perform all of the duties and responsibilities of the position as determined by the Department prior to being recalled to the position.

If an employee on a recall list is offered a 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 recall list.

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

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Section 10. Temporary Employment.

If an existing temporary appointment is necessary in any geographic area and is expected to last longer than five (5) calendar days and there is a layoff list for that classification in the geographic area, employees on the layoff list shall first be offered the temporary appointment prior to hiring any other temporary. Not accepting a temporary job does not constitute a right of refusal under this Section. This shall only apply to employees separated from state service. Such employees shall be appointed as a temporary employee and will not be eligible for any benefits covered under this Agreement.

Section 11.

Any temporary interruption of employment because of lack of work or unexpected or unusual reasons which do not exceed fifteen (15) consecutive days, shall not be considered a layoff if, at the termination of such conditions, employees are to be returned to employment. Such interruptions of employment shall be recorded and reported as leave without pay; however, reduction in salary will not be made for an FLSA-exempt employee on temporary interruption of employment except for full work week increments where such interruption causes an absence of one (1) or more full work weeks. Employees affected by a temporary interruption of employment shall be released by SOCP seniority within the affected work unit.

When the Employer declares that a temporary interruption of employment should be considered because of lack of funds, either party may provide the other with written notice to meet and discuss possible terms of such interruption or alternative options. Such meeting must occur within thirty (30) days of the declaration. Terms and alternatives shall be subject to mutual agreement by the Union and the Employer. The parties agree that any and all discussions that take place under this Section shall not be subject to the Complete Agreement articles of any of the agreements or constitute interim negotiations under PECBA. In addition, the parties will not be required to use the dispute resolution process contained in the PECBA.

Section 12.

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

Section 13.

Whenever there is an SOCP vacancy the Department intends to fill and an SOCP Recall List exists for that classification, it shall be used after the lateral transfer procedure has been used.

Section 14.

Actions taken pursuant to this Article shall not be subject to Article 52, Moving Allowance and Reimbursement of House Hunting Costs.

Section 15. Secondary Recall Rights.

a. Application: These rights apply to all employees in bargaining units represented by AFSCME at Central Table negotiations as well as the Department of Corrections and Board of Parole except employees who are laid off during initial trial service.

b. Definitions:

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1. Geographic Areas, for the purpose of secondary recall, are each location for which an employee may indicate his/her willingness to relocate on the state's PD100.
2. Agency Layoff Lists are intra-agency layoff lists, as defined in each AFSCME Central Table Agency and/or Department of Corrections and Board of Parole bargaining unit Contract.
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 AFSCME Central Table Agencies and/or Department of Corrections and Board of Parole and who have elected to be placed on such list, consistent with the definitions of geographic areas defined above.

c. Coordination with Filling of Vacancy and Layoff Articles. The recall options provided herein shall be consistent with the priority of recall to positions from layoff within an Agency, as specified within each Agency's contract, 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 who are separated from the service of the State in good standing (meaning no record of economic disciplinary sanctions in his/her personnel file) by layoff or transferred outside state government due to intergovernmental transfer shall, in addition to their right to be placed on the Agency Layoff List, be given the option of electing placement on the Secondary Recall List by geographic area for other AFSCME represented bargaining units which utilize the same or successor 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 layoff. When an employee is prohibited from participating in the secondary recall process due to the presence of an economic disciplinary sanction in his/her personnel file, that employee may request and shall be placed on the secondary recall list for the remainder of the two (2) years eligibility following layoff once the discipline has remained in the file for the length of time required by the agency's contract.
B. Employees who elect to be placed on the Secondary Recall List shall specify in writing the AFSCME Central Table and/or Department of Corrections and Board of Parole bargaining units and geographic areas to which they are willing to be recalled.
2. Use of the Secondary Recall List.
A. After the exhaustion of the 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.
B. 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.
C. Agencies shall utilize the Secondary Recall List to fill positions by calling for certifications from the list of the five (5) most senior employees who meet the minimum qualifications for the classification

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and any special qualifications for the position to be filled by selecting one of the five (5) so certified. Seniority for this purpose shall be computed as described per the layoff article of each Agency's contract.

D. 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. A laid off employee on the Secondary Recall List who is offered an appointment from the list and refuses to accept the appointment shall have his/her name removed from the Secondary Recall List; however, an agency will not remove an employee's name from the Secondary Recall List where that individual had been a day shift employee and subsequently refuses the offer of a position with swing shift or night shift hours.

B. Employees appointed to positions from the Secondary Recall List shall have their names removed from their Agency Layoff List(s) 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 except that employees hired into the Offender Information and Sentence Unit as Prison Term Analyst (PTA) shall serve a trial service period consistent with the DOC agreement. Administration of the trial service period shall be consistent with the hiring Agency's contract. However, employees who fail to successfully complete this trial service period shall have their names restored to the Agency Layoff List(s) on which they previously had standing. Restoration to the Agency Layoff List(s) shall be for the remaining period of eligibility that existed at the time of appointment from the Secondary Recall List. An employee may also petition the DAS-Labor Relations Unit to also be restored to the Secondary Recall List for the remainder of the initial twenty-four (24)-month recall period where the trial service removal was not related to potential misconduct warranting an economic or dismissal sanction. In no instance shall the DAS-Labor Relations Unit's decision be grievable.

D. Employees appointed to positions from the Secondary Recall List shall not be entitled to moving expenses.

ARTICLE 48 - RETURN TO CLASSIFIED SERVICE FROM EXEMPT OR CLASSIFIED SERVICE

Section 1.

Voluntary demotion of a Management Service employee to a position in the bargaining unit will not occur until the provisions of Article 40, Section 2, Voluntary Transfers Within Class and Demotions, which affect lateral transfers have been completed. After compliance with Article 40, Section 2 the Management Service employee may voluntarily demote into the bargaining unit before provisions of Article 42, Promotions must be considered.

Section 2.

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After termination of Unclassified or Exempt Service or removal from the Management Service, for reasons other than specified by ORS 240.555, an employee may be restored to a classification or equivalent to the predecessor classification in which he/she held full-time, regular status in the SOCP prior to appointment to the Unclassified, Management or Exempt Services. To be restored, the employee must meet position qualifications and shall be subject to the Collective Bargaining Contract where applicable; that is to say Article 47, Layoff of the Collective Bargaining Contract.

ARTICLE 49 - PERSONAL PROPERTY REIMBURSEMENT

When an employee submits a timely completed property damage claim form involving personal property damaged by a resident, which is complete as prescribed by the Department of Human Services, the Department shall reimburse no later than fourteen (14) calendar days from receipt of the completed and approved claim.

ARTICLE 50 - STATE CARS AND MILEAGE REIMBURSEMENT

Section 1.

No employee shall use his/her private vehicle in the pursuit of official business without the specific authorization of the SOCP. Employees will not be authorized to regularly and routinely transport clients in an employee's private vehicle nor will they be instructed to use their private vehicle except in the case of a medical necessity.

Official business is defined as assigned duties or required training.

Section 2.

Mileage is not paid for staff traveling to other homes for expanded overtime training. If there is an existing state car available at the home, it is possible to negotiate use of it. Ultimately it is the responsibility of the employee being training to get to the expanded home.

Section 3.

Mileage Allowance: Reimbursements and procedures for authorized private vehicle usage will be in accordance with Oregon Accounting Manual, Policy No. 40.10.00.PO, and its successors. Changes in this policy will be automatically incorporated into this contract article.

Section 4.

Employees shall report in writing any unsafe vehicle to the Motor Pool Superintendent or designated SOCP personnel. The report shall contain the license number of the vehicle, date of occurrence, and the details concerning the unsafe condition.

ARTICLE 51 - TRAVEL REIMBURSEMENT

Section 1.

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

Employee's residence is the actual dwelling place of the employee, determined without regard to any other legal or mailing address. Receipts for lodging must be attached to the Travel Expense Detail Sheet before reimbursement shall be made.

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Section 2. Expenses for Meals.

Notwithstanding Section 1, expenses for meals shall be reimbursed when the employee is responsible for providing a meal for an individual who is in the care, custody, or control of the state when pre-approved by management or in an emergency situation.

Section 3.

If an employee is assigned by the SOCP to accompany residents on off-residence activities, the SOCP shall reimburse the employee for out-of-pocket expenses directly related to the resident's planned activity. Receipts will be required before reimbursement shall be approved. Unless use of petty cash has been approved, pre-approved or emergency-based reimbursement requests shall be submitted to the Site Administrator using the Travel Expense Reimbursement form.

Section 4.

The reimbursement check will be available no later than twenty (20) working days from the date that proper and complete documentation**.**

ARTICLE 52 - MOVING ALLOWANCE & REIMBURSEMENT OF HOUSEHUNTING COSTS

Employees transferred to a new official station of the SOCP at the order of the SOCP (not volunteers) shall be reimbursed as follows:

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

ARTICLE 53 - SAFETY

Section 1.

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

Section 2.

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

Section 3.

If an employee claims that an assigned job or assigned equipment is unsafe or might unduly endanger his/her health and, for that reason refuses to do that job or use the equipment, the employee shall immediately give the reasons for this conclusion to his/her supervisor, in writing, and may exercise his/her right to request an immediate determination by a representative of the appropriate governmental agency (such as OSHA, Fire Marshal, Joint Safety Committee) as to the safety of the job in question. The supervisor may agree or choose to make the request. A Union Steward may decline to accompany the governmental agency representative and employee during this determination.

Section 4.

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

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Section 5.

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

Section 6.

The Union shall have the opportunity to present information and participate in discussions with the SOCP's Safety Committee meeting. The Union will be notified before the scheduled meeting.

Section 7.

SOCP will continue to provide existing accommodations to permit ill or injured employees to lie down until disposition of need.

ARTICLE 54 - HAZARD EXPOSURE

Section 1. Immunization and Testing.

If in the conduct of official duties an employee is exposed to communicable diseases which would require immunization or testing, or if required by the SOCP, the employee shall be provided immunization against or testing for such communicable disease without cost to the employee and without deduction from accrued sick leave.

Section 2. Medical Monitoring.

Regular medical monitoring will be provided where needed as required by law or at the recommendation of the Safety Committee. An employee's records pertaining to medical monitoring shall be accessible to that employee and the Union.

ARTICLE 55 - TRAINING AND EDUCATION

Section 1.

The SOCP will pay incurred tuition/registration and allowable travel expenses and salary when the SOCP directs an employee to attend training. Subject to funding and staffing needs, employees may request SOCP-sponsored training and will be considered based on job relatedness with the employee's current position. The SOCP shall make available all relevant training and education opportunity information that it has available to it and will post such information on work site bulletin boards.

Section 2.

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

Section 3.

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

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Section 4.

Employees shall be responsible for all costs for courses necessary for maintenance of professional licenses and certificates unless management agrees the course(s) is pertinent to the employee's job assignment.

Section 5.

All employees shall receive a minimum of twelve (12) hours of training annually.

Section 6.

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

ARTICLE 56 - MEDICINE AND TREATMENT DUTIES

Prior to any administration of medications or application of treatments each employee shall receive training on proper administration and treatment techniques as well as documentation requirements.

ARTICLE 57 - NEGOTIATIONS

The Employer agrees to release up to five (5) employees with the Employer paying for the release provided there are not more than two (2) employees from the same address, for attendance at negotiating sessions during the period of negotiations. Negotiations shall be conducted during normal working hours unless otherwise agreed upon. The employee must give prior notice to the supervisor and attendance records will be mutually maintained by management and AFSCME negotiators. The Employer will not incur an overtime obligation as a result of employees participating in negotiations, nor will an employee receive compensation for attending negotiating sessions scheduled during that person's normal days off. While not obliged to do so, an employee may request to have his/her shift preadjusted so that his/her shift or portion of shift may be more compatible with prescheduled negotiation hours.

The Union will notify DAS of its intention to reopen negotiations for a successor agreement and negotiations will begin in January 2011 as per agreement at the Central Table.

ARTICLE 58 - LEGISLATIVE ACTION

Section 1.

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

Section 2.

Upon signing this Agreement, both parties shall promptly submit, and jointly recommend to the Legislative Assembly or the Emergency Board, the passage of the funding necessary to implement

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Section 3.

Should the Legislative Assembly or the Emergency Board fail to enact or adopt matters submitted to them under the preceding Section, then the Employer and the Union shall immediately meet, negotiate and agree on modifications or substitutions for the affected portion or portions of this Agreement pursuant to the procedures provided by Article 59, Savings.

Section 4.

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

ARTICLE 59 - SAVINGS

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

ARTICLE 60 - TERM OF AGREEMENT

This Agreement shall be ~~in effect from July 1, 2011 or the date of the signing this Agreement, whichever is later and, except as amended or modified, shall remain in full force and effect through June 30, 2013.~~come effective on the date of ratification at the local table and expires on June 30, 2015. The Union shall send a letter informing the Department of Administrative Services Labor Relations Unit and the affected Agency of the specific ratification date of the tentative agreement.

ARTICLE 61 - IMPLEMENTATION OF NEW CLASSES—APPEALS PROCESS

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

Section 1.

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

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

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1. The purpose of the job shall be determined by the statement of purpose and assigned duties of the position description and other relevant evidence of duties assigned by the Agency;
2. The concept of the proposed classification shall be determined by the general description and distinguishing features of its class specification; and
3. The overall duties, authority and responsibilities of the position shall be determined by the position description and other relevant evidence of duties assigned by the Agency. This decision shall be made within 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 the Labor Relations Unit within fifteen (15) calendar days of receipt of the written denial. The appeals will be considered by the Employer designee (or an alternate) and the Union designee (or an alternate) who shall form the committee charged with the responsibility to consider appeals and make decisions which maintain the integrity of the classification system by correctly applying the classification specifications. Additionally, the committee may utilize two resource persons, one designated by each party, to provide technical expertise concerning a specific series. The committee will attempt to resolve the matter by jointly determining whether the current or proposed class more accurately depicts the overall assigned duties, authorities and responsibilities of the position using the criteria specified above.

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

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

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

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

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

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

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

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ARTICLE 62 – 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 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 279.011(4), 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.

The Employer shall evaluate the Union's alternate proposal provided under Section 1. If the Employer's evaluation of the Union's alternate proposal confirms that it 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, the Agency will choose either (a) or (b) below. The Agency will notify affected employees of the option selected. The Agency will post and provide to the Union, a list of service credits for employees in all potentially affected classifications within the Agency. Within five (5) business days of the notice, the affected employees will notify the Agency of acceptance of the Agency's option or decision to exercise his/her rights under (c) below:

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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 47, 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 30, Filling of Vacancies, this Article shall prevail.

c. An employee may exercise all applicable rights under Article 47, Layoff.

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.

a. The Employer agrees that all AFSCME represented state agencies will conduct a feasibility study in instances of contracting out work performed by bargaining unit employees when contracting out will result in displacement of bargaining unit employees.

b. The Parties agree that AFSCME-represented agencies will send directly to AFSCME's Executive Director and to DAS HRSD Labor Relations Unit all future notices of intent to conduct a feasibility study pursuant to Section 1.

Section 6. Review of Contracted Work

Upon request, the union may view state contracts deemed public records. The union will contact the agency manager responsible for procurement and contracts to arrange a time to review the contracts. The agency will let the union review any contracts that the agency itself stores, and are available through public records request. The union will contact the state archivist for older contracts under the public records law. The union may submit suggestions to the agency on agency initiated contracts as to how bargaining unit members could perform the work more efficiently (at reduced cost) and effectively (improved quality). The parties may discuss the union suggestions at their labor/management meetings and determine the most effective and efficient way to accomplish the work in the future for Agency initiated contracts. Decisions around reviewing of contracted work are not subject to the grievance procedure.

ARTICLE 63 – MAINTENANCE OF MEMBERSHIP

All members of the bargaining unit who are members of the Union as of the effective date of the Agreement or who subsequently voluntarily become members of the Union shall continue to pay dues, or the equivalent, to the Union during the term of this Agreement. This section shall not apply during the 30-day period prior to the expiration of this Agreement for those employees who, by written notice sent to the Union and the Employer, indicate their desire to withdraw their membership from the Union.

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LETTER OF AGREEMENT

The Employer will continue the following practice for resolving substantiated grievances concerning overtime assignment errors: should an employee not be offered an overtime opportunity in violation of this agreement, ~~that employee shall be paid at the overtime rate for the actual hours of the overtime assignment and rotate to the bottom of the applicable overtime list.~~that employee's place shall remain on the overtime list and that employee shall be offered the next available overtime opportunity.

The Parties agree to establish a joint committee of two (2) management and two (2) Union representatives to review the overtime process for simplification and possible automation. This committee shall not enter into formal negotiations. The committee shall provide an update to the labor/management team.

In the event that a new system is piloted in a specified home(s), any overtime errors (voluntary, mandatory, expanded) occurring in the pilot home(s) shall be excluded from this LOA.

LETTER OF AGREEMENT - ARTICLE 62 - 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 and AFSCME Central Table.

When the provisions of Article 62, Section 5, 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~~2015.

~~LETTER OF AGREEMENT - INTERMITTENT UNION LEAVE~~

~~When Union officials (officers and stewards) are designated in writing by the Executive Director of Oregon AFSCME to attend AFSCME Council 75 Biennial or AFSCME International Conventions, the following provisions apply.~~

~~1. The Executive Director of Oregon AFSCME shall notify affected agencies in writing of the name of the employee(s) at least thirty (30) days in advance of the date of the AFSCME Convention. For agencies of 100 or fewer bargaining unit members, no more than one bargaining unit member per agency may be designated to attend AFSCME conventions. For agencies of greater than 100 bargaining unit members, no more than two bargaining unit members may be designated to attend AFSCME conventions under this provision.~~

~~2. Subject to agency head or designee approval based on the operating needs of the employee's work unit, including staff availability, the employee will be authorized release time with pay.~~

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~~3. The paid release time is limited to attendance at the conference and travel time to the conference if such time occurs during the employee's regularly scheduled working hours up to forty (40) hours per calendar year.~~

~~4. The release time shall be coded as Union business leave or other identified payroll code as determined by the State.~~

~~5. The release time shall not be included in the calculation of overtime nor considered as work related for purposes of workers' compensation.~~

~~6. The employee will continue to accrue leaves and appropriate benefits under the applicable collective bargaining agreement except as limited herein.~~

~~7. The Union shall, within thirty (30) days of payment to the employee, reimburse the State's affected agency for all Employer related costs associated with the release time, regular base wage and benefits, for attendance at the applicable conference.~~

~~8. The Union shall indemnify and the Union and employee shall 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 these provisions.~~

~~This Letter of Agreement expires June 30, 2013.~~

LETTER OF AGREEMENT - PEBB MEMBER ADVISORY COMMITTEE ~~HEALTH IMPROVEMENT PLAN~~

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and AFSCME Council 75 (Union).

The Employer and Union share a commitment to PEBB achieving its vision of better health, better care and affordable costs. Both Parties recognize that the structure of PEBB is authorized in Oregon Revised Statutes, and is also designed to provide the input and perspective of members in PEBB decisions. In addition, the Employer and Union representatives share governance and decision making within the authorized structure of PEBB. The Employer and the Union share an interest in further informing the PEBB decision making process through an additional layer of direct member engagement in health and wellness.

Therefore, the Parties agree to the following:

1. PEBB is directed to create and staff a PEBB Member Advisory Committee (PMAC).
2. The PMAC will be comprised of PEBB members, including both management and labor, with up to four (4) members appointed by AFSCME. Appointment to the PMAC will be for a two (2) year period. Management will select the co-chair, one management and labor will select theirs.
3. The PMAC will meet at least once per calendar quarter.

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4. The PMAC will provide advice on:
   a. Member engagement
   b. Health and Welfare strategies including the Health Engagement Model
   c. Education and engaging members as active leaders in their health.
5. PEBB is required to present updated to the PMAC about the progress towards its vision of better health, better care and affordable costs.
6. Participants on the committee will be in paid status and shall be reimbursed as per state travel policy. Agencies will not incur any overtime liability as a result of committee meetings or travel.

~~This agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of agencies under the jurisdiction of the AFSCME Central Table and AFSCME Council 75 (Union).~~

~~The Employer and Union 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. The Employer and Union agree to establish a committee to design the delivery system for the Plan and educational components of the Health Improvement Plan that the Union 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 Employer and Union shall each 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 AFSCME Central Table and ends June 30, 2013.~~

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LETTER OF AGREEMENT - PART-TIME EMPLOYEES HEALTH INSURANCE SUBSIDY

This Agreement is between the State of Oregon acting through its Department of Administrative Services (Employer) and the AFSCME (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 through December 31, 2011, as follows:~~

- ~~Employee Only (EE) $259.53~~
- ~~Employee and Family (EF) $331.23~~
- ~~Employee & Spouse – (ES) $295.30~~
- ~~Employee & Children (EC) $336.16~~

For Plan Year~~s 2012 and~~ 2013, the Employer will pay ninety five percent (95%) of the part-time subsidy for the part-time eligible employees who participate in the part-time PEBB plan.

Effective with Plan Years 2014 and 2015, the Employer will pay up to the part-time subsidy identified below for eligible part-time employees who participate in the part time plan:

Employee Only	$346.25
Employee and Partner	$452.34
Employee and Children	$395.94
Employee and Family	$460.52

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 AGREEMENT - PART-TIME 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 American Federation of State, Local and Municipal Employees Council 75 AFSCME (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 95% of a monthly benefit insurance premium amount of the plan selected by the employee calculated per Article 31, Section 3 as follows:~~

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~~PT premium rate x .95 x the ratio of paid regular hours to full-time hours to the nearest full percent = State contribution~~

~~In addition, there shall be a subsidy based on the employee's enrollment tier, for plan year 2012 consisting of one 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 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.~~

~~2) Part-time, Seasonal and Intermittent Employees Electing Full-time Insurance. The state will pay 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 monthly subsidy for employee's monthly premium rate for employees with salary rates $2,696 and below a month. The employee will pay the premium balance.~~

~~LETTER OF AGREEMENT - JOINT COMMITTEE ON SALARY SURVEYS~~

~~The parties agree to form a joint committee of two (2) management and two (2) AFSCME 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, 2006.~~

LETTER OF AGREEMENT

The SOCP agrees to pursue opportunities department wide when considering temporary modified assignments pursuant to Article 39, Section 2.

~~LETTER OF AGREEMENT – VETERANS' PREFERENCE~~

~~This Letter of Agreement is between the State of Oregon, acting through the Department of Administrative Services, hereinafter referred to as The Employer or The State, and the American Federation of State, County and Municipal Employees, hereinafter referred to as AFSCME or the Union. This Letter of Agreement shall become effective 15 days after the date of the last signature below, and shall be incorporated into and be made a part of the contracts identified below for the successor contracts ending June 30, 2013. The contracts shall include the Department of Public Safety, Standards and Training; the Oregon~~

State Fire Marshall; the Oregon State Police Support Unit; the Building Codes Division; the Oregon Liquor Control Commission; the Department of Land Conservation and Development; the Department of Environmental Quality; the Oregon Military Department; the Office of Emergency Management; the Department of Corrections Dentists; the Department of Human Resources Physicians; the Oregon State Hospital Nurses, the Construction Contractors Board; the Real Estate Agency; the Department of State Lands; the Employment Department Hearings Officers; the State Operated Community Programs, the OYA Juvenile Parole and Probation Officers; the Department of Corrections Security Unit; the Department of Corrections Security Plus Unit; the Department of Corrections Parole and Probation Officers and the Oregon State Board of Parole.

The Employer and the Union recognize that Senate Bill 822 from the 74th Oregon Legislative Assembly, 2007 Regular Session, amended ORS 408.225, 408.230, 408.235 and 659A.885.

The SB 822 provides that an employer may choose not to appoint a veteran to a vacant position solely on the basis of the veteran's merits or qualifications with respect to the vacant civil service position.

For recruitments where the veteran has been determined to be otherwise qualified and the selection process results in a quantified score, Senate Bill 822, Section 2 (1) (a) and (b) shall apply. If this process results in two or more candidates deemed equal and the Employer elects to appoint one of the candidates, the veteran shall be appointed, the seniority provisions of the respective collective bargaining agreements notwithstanding.

For recruitments where the decision to hire or promote rests with a process that does not result in a score, the employer must give the veteran special consideration in such process per SB 822, Section 2 (1) (c).

The provisions of Senate Bill 822 do not apply to grievance settlements, court mandates, Agency recall from layoff and injured worker returns to employment. Secondary recall lists are applicable to the provisions of Senate Bill 822.

LETTER OF AGREEMENT - STEP INCREASES

The Agreement is between the State of Oregon acting through its Department of Administrative Services (Employer) on behalf of the AFSCME Central Table Agencies, and AFSCME Council 75 (Union) on behalf of its locals at the AFSCME Central Table.

The parties agree to the following:

Effective July 1, 2012, eligible employees will receive one half (1/2) of a step on their salary eligibility date (SED), pursuant to Article 20 (Salary Administration) and will receive the remainder of the step six (6) months after their SED.

For eligible employees with salary eligibility date (SED) January 2013 through June 2013, the second half of the step increase will be given at 11:59 p.m. on June 30, 2013.

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LETTER OF AGREEMENT - MANDATORY UNPAID FURLOUGH TIME OFF

This agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of all agencies covered by the Central Table (Agency) and AFSCME Council 75 (Union).

This agreement covers all AFSCME agreements that are within the jurisdiction of the AFSCME Central Table. To the extent this agreement conflicts with any provisions of any AFSCME agreements, this agreement shall prevail.

The parties agree to the following:

1. This agreement becomes effective July 20, 2011, the day after the Tentative Agreement was reached, and sunsets June 30. 2013 unless the parties agree to extend or amend its provisions.

2. The Employer will implement mandatory unpaid furloughs for affected employees as follows:

Straight Time Monthly Base Pay Rate	Number of Days
$2450 and below	10
$2451-$3100	12
$3101 and above	14

3. The number of hours of mandatory unpaid furloughs for less than full-time employees shall be prorated based on the employee's regularly scheduled hours within the applicable month.

4. A. Agencies or divisions within an Agency can decide to close its offices. If the Agency so chooses, the Agency will close for the number of days identified in section 5 A of this agreement.

(i) Employees not taking unpaid mandatory furlough time off when the Agency is closed shall change their work schedule to a four (4) ten (10) hour-day schedule or otherwise adjust their schedule for that work week subject to prior Agency approval. The Agency shall not suffer any penalty or overtime payments as a result of the employee's schedule change.

B. For agencies with "float days", the employee will schedule designated unpaid mandatory furlough time off with their immediate supervisors using the following procedures:

(i) Employees will have their choice of days off, subject to operating needs.

(ii) Employees will submit a mandatory unpaid time off request form to their supervisors in accordance with agency procedures for requesting paid time off.

(iii) Mandatory unpaid time off requests for the same days will be determined pursuant to the specific provisions of the agency contracts. Where no

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specific provisions exist, if there is a conflict in requested days off, that conflict shall be resolved by granting the days off to the person who made the first request.

(iv) The Agency shall not incur any penalty or overtime payment for adjustments to an employee's schedule not to exceed a forty (40) hour workweek, including mandatory unpaid time off.

(v) If an employee does not wish to take unpaid furlough days, he/she may voluntarily take a salary reduction as follows:

(a) A reduction in the amount of two and sixty-eight hundredths percent (2.68%) for employees earning three thousand one hundred and one ($3,101) or more a month;

(b) A reduction of two and thirty-three tenths percent (2.30%) for employees earning between two thousand four hundred fifty one and three thousand one hundred and one ($2,451 – $3,101) a month;

(c) 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.

5. A. Where Agencies choose to close their offices, the following dates shall be designated as office closure days:

Friday, August 19, 2011	Friday, October 19, 2012
Friday, November 25, 2011	Friday, November 23, 2012
Friday, March 23, 2012	Friday, January 18, 2013
Friday, May 25, 2012	Friday, April 19, 2013
Friday, August 17, 2012	Friday, May 24, 2013

B. Employees mandated to take a greater number of unpaid mandatory furlough time off than closure days based on the tiers, will take the remaining unpaid mandatory furlough time off as float days in accordance with 4 (B) above:

(i) Floating 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.

(ii) If the floating mandatory unpaid time off is not scheduled and taken by March 31, 2013, 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

(iii) 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

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paycheck the full amount of money that equals the dollar amount the employee received in the unemployment benefits. The deduction shall be taken from the next paycheck upon discovery of the unemployment benefit payment.

(iv) The Agency shall not incur any penalty or overtime payment for adjustments to an employee's schedule not to exceed a forty (40) hour workweek, including mandatory unpaid time off.

6. No employee will be required to take a mandatory unpaid furlough day on a recognized holiday unless the employee and supervisor agree otherwise.

7. Temporary employees will be unscheduled for mandatory unpaid furlough days.

8. Mandatory unpaid furlough time off will not count as a break in service and shall not affect seniority.

9. Mandatory unpaid furlough time off shall not add to the length of an employee's trial service period.

10. Deductions from pay of an FLSA exempt employee for absences due to a budget required mandatory unpaid furlough day shall not disqualify the employee from being paid on a salary basis except in the workweek in which the mandatory unpaid furlough time off occurs and for which the employee's pay is accordingly reduced.

11. If an FLSA exempt employee is permitted to work in excess of forty (40) hours in a workweek in which the employee takes a mandatory unpaid furlough day, 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.

12. Mandatory unpaid furlough time off shall only be considered time worked for: a) holiday pay computations, and, b) vacation, sick leave and personal accrual.

13. Subject to PEBB eligibility rules, mandatory unpaid furlough days shall be considered time worked for purposes of computing the Employer's insurance contributions.

14. Full-time employees shall take mandatory unpaid furlough time off in hours equivalent to a full shift or the remaining obligation if it equals less than a full shift.

15. Part-time employees shall take mandatory unpaid furlough time off in blocks equal to their actual scheduled workday or the remaining obligation if it equals less than a scheduled work day.

16. No employee shall be authorized to use any paid leave time or time accrued to replace mandatory unpaid furlough time off.

17. If an Agency 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, with Agency approval, will adjust his/her schedule in a manner which is consistent with the practice that is used during a week there is a holiday. In either case, the employee's

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schedule will not exceed a forty (40) hour workweek, including mandatory unpaid time off. The Agency shall not incur any penalty or overtime payment for adjusting the employee's schedule.

18. An employee shall not work on a date designated as a mandatory unpaid furlough time off. Subject to operating need, the Agency Head or designee, may require the employee to work and reschedule the mandatory unpaid furlough time off.

20. Should the designated Agency closure date fall on an employee's regularly scheduled day off, subject to Agency approval, the employee shall take the mandatory unpaid furlough time off on an alternate workday.

(i) If the alternate time is not scheduled and taken by March 31, 2013, management will schedule the employee to take the time by May 31, 2013.

(ii) The Agency shall not incur any penalty or overtime payment for adjustments to employee's schedules not to exceed a forty (40) hour workweek, including mandatory unpaid time off.

LIST OF AGENCIES/PROGRAMS/DIVISIONS
OFFICE CLOSURE

Where there are more unpaid furlough days than office closures, employees will take the remaining days as float days.

DCBS (Building Codes Division except Field Enforcement)
DCBS (Fiscal/Business Services Division, Director's Office & Information Management Division)
DEQ
Real Estate Agency
DOC Dentists
SOCP (Central Administration Staff)
CCB
Employment Department (Hearings Panel)
State Lands
OSFM (except Deputy State Fire Marshals)
DLCD

LIST OF AGENCIES/PROGRAMS/DIVISIONS
USE OF FLOAT DAYS

DOJ (Attorneys)
Military Department (includes Office of Emergency Management)
OLCC
OSP Support Unit
SOCP (Habilitative Training Technician 2, Licensed Respiratory Care Technician, LPN, Mental Health Therapy Technician)
OSH (Mental Health Registered Nurses, Nurse Practitioners)
DPSST

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OSH Physicians
DLCD
OYA (Juvenile Parole and Probation Officers and Assistants)

LETTER OF AGREEMENT - MANDATORY UNPAID TIME OFF - CLARIFICATIONS FOR IMPLEMENTATION

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the American Federation of State, County and Municipal Employees, AFSCME Council 75 (Union). The parties agree to the following clarifications for implementation of the mandatory unpaid time off tentative agreement.

1. Requests for Floating Mandatory Unpaid Time Off Days.

Employees may request to take up to two (2) mandatory unpaid time off in the same week. The supervisor will have up to fifteen (15) days to respond to the employee's request for the unpaid day (MUTO/Furlough).

2. Scheduling Floating 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 days designated as floating mandatory unpaid time off days.

3. Seasonal Employee – Calculation of Mandatory Unpaid Time Off Obligation.

Full-time FTE seasonal employee's mandatory unpaid time off days obligation is determined by the following formula as a guideline:

$$(MS \div TM) \times TO$$

Where:

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 and 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 (MUTO) days. The calculation is the following:

$(MS \div TM) = (9 \text{ months} \div 22 \text{ months}) = .409$
$TO = 14 \text{ days}$

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(9 ÷ 22) × 14 = 5.73 days
Rounding to nearest whole number = 6 mandatory unpaid time off days (8 hours each).

Part-time FTE seasonal 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 season, whichever is applicable. The mandatory unpaid time off obligation shall be prorated using the following formula as a guideline:

(SSH ÷ FTH) × 8 = MH

Where:

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 (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 season, whichever is applicable. 3/4 time is equivalent to 130 hours (i.e., 3/4 of the 173.33 full-time hours in a month). The calculation is:

(130 hours ÷ 173.33 hours) × 8 = 6 hours

The 3/4 time employee would take 3/4 of a work day (i.e., 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.

4. Part-Time Employee Calculation

Prorate the employee's regular scheduled or expected work hours relative to the full time work hours for the month. The mandatory unpaid time off obligation shall be prorated using the following formula: Part-time employees may take time off based on their hours for a full scheduled shift.

(SSH/FTH) x 8 = MH

Where:

SSH = The scheduled hours in a month for the part time employee.
FTH = The number of full time hours in a month.

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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 for the part-time employee.

Example: A part-time employee is scheduled to work 136 hours in the month of October (136/173.3 hours) x 8 = 6.27 hours. Rounded to the nearest full hour, the employee will take six (6) hours unpaid furlough time off for the month in which an unpaid furlough day is taken.

5. Limited Duration Employee Calculation

Calculate the number of furlough days required using the following formula:

(MS/TM) x TO

MS = Estimated number of months the limited duration employee will work during the period in which mandatory unpaid time 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.

6. An employee's original mandatory unpaid time off obligation will not be changed as a result of promotion, demotion, reclassification except if the employee changes from part time to full time or seasonal to full time or vice versa.

7. Unpaid Leaves (including: FMLA/OFLA, Military Leave, Workers Comp, LWOP) 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.

8. Authorized Unpaid Leaves (including: FMLA/OFLA, Military Leave, Workers Comp, LWOP) and float day observance.

For employees observing mandatory unpaid float days, 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.

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 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 work week, as long as the work week does not exceed forty (40) hours (including mandatory unpaid time off), or at

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another time. [If the remaining hours of mandatory unpaid time off to be made up are less than an employee's full scheduled work day, the employee may either split a work day (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.]

10. Adjusting the Mandatory Unpaid Time Off Day Off Obligation for Employees Hired after July 1, 2011.

Employees hired after the effective date of the Agreement will have their mandatory unpaid time off obligation adjusted for the time remaining to June 30, 2013.

11. Non emergency changes to employees observing fixed closure days.

This LOA does not preclude schedule changes pursuant to the CBA.

Employees who are attending or presenting at conferences or traveling on closure days may convert the closure day to a float day within the same pay period.

For Board and Commission meetings scheduled on a closure day, the closure day may be converted into float days.

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Mandatory Unpaid Time Off Obligation Remaining by Salary Tier

10 Fixed Closures	*NEW HIRE Obligation* (with Agency Closures and/or Floats)				*SEPARATING EMPLOYEE Obligation*[4] (with Agency Closures and/or Floats)			
	Hire Date	Tier 1 (10 days) Hours	Tier 2 (12 days) Hours	Tier 3 (14 days) Hours	Separation Date[5]	Tier 1 (10 days) Hours	Tier 2 (12 days) Hours	Tier 3 (14 days) Hours
August[1] 9/16/11	7/1/11-9/16/11	80	96	112	7/1/11-9/15/11	0	0	0
11/25/11	9/17/11-11/25/11	72	88	104	9/16/11-11/24/11	8	8	8
	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	10/20/12-11/23/12	32	40	48	10/19/12-11/22/12	48	56	64
11/23/12	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[2]	32[2]	1/18/13-2/28/13	64	80	96
					3/1/13-3/31/13	80[6]	96[6]	112[6]
	4/1/13-4/19/13			24[2]	4/1/13-6/30/13	80[6]	96[6]	112[6]
4/19/13	4/20/13-5/24/13	8	16[2]	16[2]				
5/24/13	5/25/13-6/30/13	0	0[3]	0[3]				

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:

[1] 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.

[2] The mandatory unpaid time off obligation exceeds the number of remaining closure dates because the employee has float days.

[3] The float mandatory time off will not be required for an employee hired after 5/24/13.

[4] 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.

[5] Break points for separation dates are based either on closure dates or the end of the biennium time when obligations are to be completed.

[6] 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.

~~**LETTER OF AGREEMENT - MANDATORY UNPAID TIME OFF OBLIGATION - PILOT PROJECT**~~

~~This agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of its State Operated Community Program and AFSCME Council 75 Local 1246.~~

~~This pilot project is initiated as a possible method of reducing the overall cost of furloughs and to provide continuity of care in a 24x7 operation. A review of the pilot will occur in six (6) months, March 1, 2012. The review will be completed by the SOCP, DAS Labor Relations and the Union. Success of the pilot project is based on cost savings/quality and continuity of care.~~

~~The classifications that will participate in the pilot are:~~
~~Habilitative Training Technician 1 & 2; Mental Health Therapy Technicians; Licensed Respiratory Care Technician and Licensed Practical Nurse may take unpaid furlough time in no less than one hour increments with supervisory approval or other agency established procedures.~~

LETTER OF AGREEMENT - ALTERNATIVES TO LAYOFF

This Agreement is between the State of Oregon acting through its Department of Administrative Services (Employer) on behalf of the Agencies covered under the jurisdiction of the AFSCME Central Table (Agency) and AFSCME Council 75 (Union).

The Parties agree to the following:

1. When the Agency believes that a lack of funds requires a layoff, the Agency will notify the Union no fewer than fifteen (15) calendar days before the Agency issues initial layoff notices. The Parties will meet, if requested by either the Agency or Union, to consider alternatives to layoffs such as voluntary reductions in hours or workdays, temporary interruptions of employment or other voluntary employment options. Alternatives to the layoffs shall require mutual agreement between the Agency and Union. In the absence of any mutual agreement, the Agency will implement layoff procedures consistent with the current applicable agreement.

2.

   A. Agency and Union discussions under this agreement shall not constitute interim bargaining under the Public Employees Collective Bargaining Act. The Parties shall not be required to use the dispute resolution procedures contained in the Public Employees Collective Bargaining Act.

   B. All discussions that take place under this agreement shall not be subject to Article 9 (Complete Agreement/Past Practice) in the Real Estate Agency/AFSCME Agreement; Article 1 (Recognition) in the Oregon State Police Support Unit/AFSCME Agreement; Article 10 (Complete Agreement/Past Practices) in the Oregon Liquor Control Commission/AFSCME Agreement; and Article 9 (Complete Agreement/Past Practice) in the Construction Contractors Board/AFSCME Agreement.

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3. This Agreement becomes effective on the first of the month following the date the Agency agreement is signed and automatically ends June 30, ~~2013~~2015, unless the parties agree to amend or extend its terms.

LETTER OF AGREEMENT - DURATION OF LAYOFF LISTS

This proposal shall apply to all agreements covered by the AFSCME Central Table except the Department of Justice attorneys.

The Parties agree to the following:

If there is a conflict between this Agreement and any local agreement, this Agreement shall prevail.

For recall purposes under Article 13 (Layoff), the terms of eligibility for candidates placed on the Agency Layoff List and Secondary Recall List shall be three (3) years from the date of placement on the Agency Layoff List and Secondary Recall List. The third year extension for recall shall not affect timelines or other terms and conditions of the agreement except the following conditions shall apply for any candidate who is recalled after the two (2) years, but before the end of the third year:

- Seniority shall 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 (RSD) 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 trial service in all local agreements except that trial service w ~~ill~~will be for ninety (90) days.

This Agreement shall apply to all employees on the Agency Layoff List and Secondary Recall List upon execution of the Agreement as well as anyone laid off during the term of this Agreement.

This Agreement shall sunset on June 30, ~~2013~~2015. However, an employee laid off shall remain on the Agency Layoff List pursuant to the terms of this agreement, if not removed from the list.

LETTER OF AGREEMENT – VOLUNTARY AND INVOLUNTARY TEMPORARY REASSIGNMENTS

The purpose of these procedures are to provide orderly means for the Agency to temporarily reassign employees from one (1) work unit to another within the same geographic area defined in Article 47(2), when it determines it necessary because of operating requirements. For purposes of this Article, "temporary" is defined as periods of less than sixty (60) days.

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Section 1. Short Term: Three (3) Days or Less.

The SOCP shall not arbitrarily reassign employees to another home for disciplinary reasons.

A. For purposes of coverage from day one (1) through day three (3), the following process shall occur. This process shall not apply to emergency situations needing immediate coverage (i.e. client crisis).

(i) SOCP shall first utilize both voluntary overtime lists.

(ii) If no employee volunteers for overtime, SOCP may reassign temporary employees and limited duration employees, who shall not be entitled to provisions of this Article.

(iii) SOCP shall then offer the assignment to the employee in the closest available work unit whose availability meets operating needs of SOCP. The voluntary reassignment shall be offered based on seniority and classification.

(iv) If no SOCP employees volunteer, SOCP shall reassign the most junior qualified employee in the closest available work unit whose availability meets the operating needs of SOCP.

(v) If no reassignment occurs above, SOCP may utilize the mandatory overtime list.

B. Shift and days off shall not be changed because of reassignment, unless the employee and assigning manager agree otherwise.

C. Employees shall have the option of being assigned to the least challenging client until trained by the BVS2.

Section 2. Long Term: Through Sixty (60) Days.

A. The following process shall apply for temporary assignments of sixty (60) days or less, either after day three (3) above, or for anticipated operational needs.

(i) SOCP may reassign temporary employees and limited duration employees, who shall not be entitled to provisions of this Article.

(ii) SOCP shall post the reassignment for three (3) days requesting volunteers, and the assignment shall be offered to the employee in the closest available work unit whose availability meets operating needs of SOCP. The voluntary reassignment shall be offered based on seniority and classification.

(iii) SOCP shall then reassign the most junior qualified employee in the closest available work unit whose availability meets the operating needs of SOCP.

(iv) Shift and days off shall not be changed because of a reassignment, unless the employee and assigning manager agree otherwise.

(v) Employees shall have the option of being assigned to the least challenging client until trained by the BVS 2.

Section 3.

Employees who are temporarily reassigned shall receive a shift differential of one dollar ($1.00) per hour for hours worked. Employees who are required to travel from their permanent work site to the temporary reassignment will be paid for travel time to the temporary worksite, and returning back to their permanent works site if they are required to

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return to the permanent worksite. Additional commuting mileage incurred on a daily basis shall be reimbursed as per Article 50.

Section 4.

When, in the opinion of the SOCP, it becomes necessary to administratively temporarily reassign a particular employee, the SOCP shall notify the employee and the Union of the reassignment and the reasons for it. The Union shall be notified before such reassignment occurs. The SOCP shall not reassign an employee under this Section for arbitrary or capricious reasons.

The Parties agree to meet in three (3) and six (6) months, and one (1) year from the effective date upon ratification to discuss the implementation and application of this Agreement. This Agreement shall sunset after one (1) year after ratification of the contract unless both Parties agree to extend otherwise.

LETTER OF AGREEMENT – STEP SLIDE

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and AFSCME Council 75 (Union).

AFSCME represented employees hired between July 1, 2009 and June 30, 2010 received a step increase on their eligibility date after August 30, 2010, while those hired previously who were on the first step (1st) step in their respective salary scale on June 30, 2009 did not receive the corresponding step increase in the same biennium. In effect, employees with less seniority are paid one (1) step higher than their more senior co-workers. In order to rectify the 'step slide' that happened during 2009, the affected employees will receive a one (1) step increase effective July 1, 2013 without a change in their current salary eligibility date provided the following conditions apply:

- The employee has continuously been a member of an AFSCME bargaining unit from July 1, 2009 through implementation of the 2013-2015 AFSCME local table agreements.
- The employee has received no 'make up' step or received an extra meritorious step increase since July 1, 2009.

LETTER OF AGREEMENT – PAY/BENEFITS MARKET STUDY

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer and AFSCME Council 75 (Union).

1. The Employer will conduct/update the market study for the classifications listed below and provide the results to the Union no later than November 1 of the year preceding the expiration of this Agreement.
2. The Employer and Union will negotiate salary ranges and implementation procedures during the 2013-2015 successor negotiations. If the Employer does not conduct/update the market study for the classifications listed below, then during the 2013-2015 successor negotiations, all of the below classifications will be moved from their current salary range to a salary range two (2) ranges higher.
3. The following classifications shall be reviewed:

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Office Assistant 1	Information System Specialist 1-8
Office Assistant 2	Public Service Representative 1
Office Specialist 1	Public Service Representative 2
Office Specialist 2	Public Service Representative 3
Administrative Specialist 1	Public Service Representative 4
Administrative Specialist 2	Office Coordinator
Executive Support Specialist 1	Program Analyst 1
Executive Support Specialist 2	Program Analyst 2
Compliance Specialist 1	Program Analyst 3
Compliance Specialist 2	Program Analyst 4
Compliance Specialist 3	

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COMPENSATION PLAN

Class	Range	Class Title
C0103	12	Office Specialist 1
C0104	15	Office Specialist 2
C0860	23	Program Analyst 1
C0861	27	Program Analyst 2
C0862	29	Program Analyst 3
C0863	31	Program Analyst 4
C1338	23	Training & Development Specialist 1
C1339	27	Training & Development Specialist 2
C1483	24I	Info Systems Specialist 3
C2304	19	Manual Arts Instructor
C2512	23	Electronic Pub Design Spec 3
C4012	18	Facility Maintenance Specialist
C6135	18B	Licensed Practical Nurse
C6296	20	Behavior/Vocational Specialist 1
C6297	23	Behavior/Vocational Specialist 2
C6550	22	Licensed Respiratory Care Tech
C6710	16S	Mental Health Therapy Tech
C6725	14	Habilitative Training Tech 1
C6726	16	Habilitative Training Tech 2

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SALARY SCHEDULES

Salary Schedule - Effecitve July 1, 2013									
RANGE	1	2	3	4	5	6	7	8	9
12	2039	2119	2195	2282	2371	2452	2553	2663	2776
14	2195	2282	2371	2452	2553	2663	2776	2897	3032
15	2282	2371	2452	2553	2663	2776	2897	3032	3179
16	2371	2452	2553	2663	2776	2897	3032	3179	3333
16S	2466	2545	2656	2758	2892	3028	3172	3321	3479
18	2553	2663	2776	2897	3032	3179	3333	3487	3653
18B	2775	2899	3032	3177	3332	3484	3652	3830	4014
19	2663	2776	2897	3032	3179	3333	3487	3653	3837
20	2776	2897	3032	3179	3333	3487	3653	3837	4020
22	3032	3179	3333	3487	3653	3837	4020	4211	4415
23	3179	3333	3487	3653	3837	4020	4211	4415	4628
24I	3355	3514	3681	3850	4031	4222	4419	4627	4846
27	3837	4020	4211	4415	4628	4856	5098	5342	5604
29	4211	4415	4628	4856	5098	5342	5604	5874	6164
31	4628	4856	5098	5342	5604	5874	6164	6455	6760

Salary Schedule - Effective December 1, 2013									
RANGE	1	2	3	4	5	6	7	8	9
12	2070	2151	2228	2316	2407	2489	2592	2703	2818
14	2228	2316	2407	2489	2592	2703	2818	2940	3077
15	2316	2407	2489	2592	2703	2818	2940	3077	3227
16	2407	2489	2592	2703	2818	2940	3077	3227	3383
16S	2503	2583	2696	2799	2935	3073	3220	3371	3531
18	2592	2703	2818	2940	3077	3227	3383	3539	3708
18	2817	2942	3077	3225	3382	3536	3707	3887	4074
19	2703	2818	2940	3077	3227	3383	3539	3708	3895
20	2818	2940	3077	3227	3383	3539	3708	3895	4080
22	3077	3227	3383	3539	3708	3895	4080	4274	4481
23	3227	3383	3539	3708	3895	4080	4274	4481	4697
24I	3405	3567	3736	3908	4091	4285	4485	4696	4919
27	3895	4080	4274	4481	4697	4929	5174	5422	5688
29	4274	4481	4697	4929	5174	5422	5688	5962	6256
31	4697	4929	5174	5422	5688	5962	6256	6552	6861

Salary Schedule - Effective December 1, 2014									
RANGE	1	2	3	4	5	6	7	8	9
12	2111	2194	2273	2362	2455	2539	2644	2757	2874
14	2273	2362	2455	2539	2644	2757	2874	2999	3139
15	2362	2455	2539	2644	2757	2874	2999	3139	3292
16	2455	2539	2644	2757	2874	2999	3139	3292	3451
16S	2553	2635	2750	2855	2994	3134	3284	3438	3602
18	2644	2757	2874	2999	3139	3292	3451	3610	3782
18B	2873	3001	3139	3290	3450	3607	3781	3965	4155
19	2757	2874	2999	3139	3292	3451	3610	3782	3973
20	2874	2999	3139	3292	3451	3610	3782	3973	4162
22	3139	3292	3451	3610	3782	3973	4162	4359	4571
23	3292	3451	3610	3782	3973	4162	4359	4571	4791
24I	3473	3638	3811	3986	4173	4371	4575	4790	5017
27	3973	4162	4359	4571	4791	5028	5277	5530	5802
29	4359	4571	4791	5028	5277	5530	5802	6081	6381
31	4791	5028	5277	5530	5802	6081	6381	6683	6998

In the event there is a discrepancy between the printed salary amounts in this Section, the DAS payroll system shall prevail.

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2013-2015 – SIGNATURE PAGE

Signed this ___ day of _____ 2013, at Salem, Oregon.

FOR THE STATE OF OREGON	FOR THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
Michael Jordan, Director Department of Administrative Services (DAS)	Colleen Savage, Council Representative
Clyde Saiki, Chief HR Officer DAS Chief Human Resource Office (CHRO)	Brian Lewis, Bargaining Team Member
Neil Taylor, Labor Relations Manager DAS CHRO Labor Relations Unit	Linda Havlinek, Bargaining Team Member
Nettie Pye, Labor Relations Manager DAS CHRO Labor Relations Unit	Les Jackson, Bargaining Team Member
Bob Clabby, SOCP Program Director	Andy Batten, Bargaining Team Member
Deborah Godina, SPD SOCP HR	

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