COLLECTIVE BARGAINING AGREEMENT

K#840161

between

DAS

DEPARTMENT OF ADMINISTRATIVE SERVICES

and

SEIU

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 503, OPEU

2009 - 2011

MASTER AGREEMENT

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2009-2011 STATE OF OREGON AND SEIU LOCAL 503, OPEU COLLECTIVE BARGAINING AGREEMENT MASTER AGREEMENT INDEXING SYSTEM

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

.1 HUMAN SERVICES COALITION
.1C Employment Department
.1M Department of Human Services (DHS Non-Institutions)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 1--PARTIES TO THE AGREEMENT

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

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

ARTICLE 2--RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive bargaining representative for all classified and unclassified employees in positions represented by the Union in the Agencies listed in Section 2 below. The Union is also the exclusive bargaining representative for temporary state employees in the classified or unclassified service as direct hire temporary employees of the State of Oregon excluding student workers who are in student worker classifications; student law clerks; independent contractors; any temporary employees who are represented by another labor organization; retired state employees; casual labor temporary Agency employees (e.g., Kelly, Manpower, Goodwill Industries, St. Vincent de Paul) not directly employed by DAS; temporary employees in the exempt service as defined in ORS 240.200; school-to-work experience employees; persons hired under exchange programs with the State; prisoners; interns from bona fide educational programs who are fulfilling academic requirements of that program and are completing their degree; and JOBS Plus program participants. Temporary employees represented by the Union are in the Agencies listed in Section 2 below. This recognition does not apply to exempt, CETA, supervisory, managerial and confidential employees as defined by law or as determined by the Employment Relations Board. The Department of Administrative Services agrees to provide the Union with no less than twenty (20) days notice of its intent to exclude a filled bargaining unit position based on supervisory, managerial or confidential status. The effective date of the exclusion remains unchanged.

(See Letter of Agreement in Appendix A.)

Section 2.

(a) The Employer and the Union have established a single bargaining unit of employees represented by the Union and employed by the Oregon Youth Authority*, Oregon State Hospital, Blue Mountain Recovery Center, Eastern Oregon Training Center, Pendleton State-Delivered Secure Residential Treatment Facility, Department of Forestry, who are guards, firefighters, and police officers as identified by the Employment Relations Board or as agreed upon by the Parties. The bargaining unit has been modified by the Employment Relations Board to include temporary employees as defined in Section 1.

(b) The Employer and the Union have established a single bargaining unit which is not prohibited from striking. The bargaining unit has been modified by the Employment Relations Board to include temporary employees as defined in Section 1. This unit is made up of employees located at the following Agencies: Department of Agriculture, Commission for the Blind, Oregon Youth Authority*, Department of Human Services Non-Institutions, Department of Human Services Institutions (Eastern Oregon Training Center, Blue Mountain Recovery Center, Oregon State Hospital, Pendleton State-Delivered Secure Residential Treatment Facility), Department of Education (including School for the Deaf), Employment Department, Employment Appeals Board, Department of Administrative Services (State Controllers Division, former DGS Divisions, State Data Center, and Oregon Health Plan Administrator's Office), Oregon State Fair and Exposition Center, Department of Forestry, Oregon Health Licensing Agency, Department of Justice, Bureau of Labor and Industries, Department of Community Colleges & Workforce Development, Oregon State Library, Oregon Student Assistance Commission, Parks and Recreation Department, Public Employees Retirement System, Department of Revenue, Department of Transportation, State Treasury Department, Department of Veterans' Affairs, Department of Water Resources, Department of Consumer & Business Services (including Workers' Compensation Board), Board of Nursing, Oregon Medical Board, Board of Dentistry, Board of Pharmacy, Mortuary and Cemetery Board, Board of Psychologist Examiners, Board of Radiologic Technology, Board of Massage Therapists, Occupational Therapy Licensing Board, Board of Examiners for Speech Pathology and Audiology, Board of Naturopathic Medicine, Oregon Department of Aviation, Oregon Watershed Enhancement Board, Oregon Housing & Community Services, and Oregon Department of Fish & Wildlife.

*Oregon Youth Authority includes all employees except employees in positions classified as Juvenile Parole and Probation Officer and Correction Counselor 1 with a title of Parole Assistant or successor classification. Union-represented employees of this Agency are included in the Union's strike-permitted bargaining unit, except for

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

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

Section 4. Temporary Employees.

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

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

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

(c) The following Articles apply to temporary employees: Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 10.1C, 10.1M, 10.2, 10.2A, 10.2K, 10.3, 10.3A,B,E, 10.3C, 10.5, 10.5A-V, X, 10.5O, 10.5W, 11, 12, 14, 15, 17.5, 19T, 19.1M, 19.2K, 21, 22T, 23T, 27, 29T, 30, 32T, 33.3A, 33.3C, 36T, 36.2K, 36.1M, 37, 48, 58T, 60T, 90T, 101T, 113.5B,X, 121T, 123, 130.

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

(See Letters of Agreement in Appendix A.)

ARTICLE 3--SCOPE OF AGREEMENT

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

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

ARTICLE 4--TERM OF AGREEMENT

Section 1.

(a) This Agreement shall become effective on July 1, 2009, or such later date as it receives full acceptance by the Parties, and expires June 30, 2011, except where specifically stated otherwise in the Agreement.

(b) Either Party may give written notice during the period of October 15-November 15, 2010, of its desire to negotiate a successor Agreement.

(c) Negotiations shall commence the first week of December 2010, or such other date as may be mutually agreed to by the Parties.

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

ARTICLE 5--COMPLETE AGREEMENT/PAST PRACTICES

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

Section 2. Past Practices.

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

(b)

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

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

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

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

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

ARTICLE 6--LEGISLATIVE ACTION

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

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

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

ARTICLE 7--SEPARABILITY

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

ARTICLE 8--NO STRIKE OR LOCKOUT

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

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

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

ARTICLE 9--MANAGEMENT'S RIGHTS

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

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

ARTICLE 10--UNION RIGHTS

Section 1. Rights/Obligations.

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

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

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

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

Section 5.

(a) Bulletin Boards. The Agency shall allow the use of reasonable bulletin board space for communicating with employees. Union material shall not be displayed

in the work area except in the designated bulletin board space.

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

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

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

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

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

(5) E-mail messages sent simultaneously to more than five (5) people shall be no more than approximately one (1) page and in plain or rich text format. Such group e-mails shall not include attachments or contain graphics (except for the Union logo). Recipients of such group e-mails shall not use the "Reply All" function.

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

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

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

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

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

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

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

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

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

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

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

*For DMV, Agency means the Division Administrator.

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

Section 9. New Employee Orientation. Reasonable time shall be granted for a representative of the Union to make a presentation at the orientation of new employees on behalf of the Union for the purpose of identifying the organization's representation status, organizational benefits, facilities, related information, and distributing and collecting membership applications. This time is not to be used for discussion of labor-management disputes. If the Union representative is an employee of the Agency, the employee shall be given time off with pay for the time required to make the presentation. The Employer will provide the Union reasonable notice of the place and time of meetings for the orientation of new employees. If the Agency does not offer an orientation within ninety (90) calendar days of hire, an on-site Union representative may request to meet with the new employee or group of new employees in the bargaining unit. Subject to prior supervisory approval(s), regarding scheduling, the Union representative will be allowed to meet on work time to cover these same items. Such time is limited to thirty (30) minutes. The Union agrees that temporary employees will not make presentations at new employee orientations.

Section 10. Union Stewards will be granted mutually agreed upon time off during regularly scheduled working hours to investigate and process grievances, and to represent bargaining unit employees in investigatory interviews, upon notice to their immediate supervisor. If the permitted activities would interfere with the work the Steward or employee is expected to perform, the immediate supervisor shall, within the next workday, arrange a mutually satisfactory time for the requested activity. Upon request of an employee who has received a written disciplinary action, a Union Steward may use Agency time to investigate the disciplinary action before the filing of a written grievance pursuant to Article 21 of the Agreement. Request for the use of Agency time to meet with the employee or communicate by telephone, if the employee is not at the same worksite, shall be pursuant to Article 10 and 10.1-10.5 of this Agreement.

Section 11. Union Stewards will receive their regular rate of pay for time spent processing grievances and representing bargaining unit employees in investigatory interviews as described in Article 20 and Article 21 during their regularly scheduled hours of employment. However, only one (1) Union Steward will be in pay status for any one (1) grievance except where a grievance involves employees in more than one (1) Agency or where another Steward within the same Agency and work location accompanies a Steward, appointed during the preceding twelve (12) months, to attend meetings with management related to a maximum of two (2) grievances during their regular working hours. Supervisors may request that Stewards maintain and submit a monthly activity report of work time spent investigating and processing grievances.

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

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

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

The Union shall notify the Agency of the names of official delegates and board members who shall attend General Council, at least thirty (30) days in advance of the date of the General Council. In emergency situations where the Union is unable to provide thirty (30) days advance notice, delegates and board members shall be granted leave with less than thirty (30) days notice unless, by granting such leave, the Agency will suffer undue hardship.

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

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

Section 14.

(a) Upon timely request, the Department of Administrative Services shall make available at no cost to the Union the latest copy of any SEIU Local 503, OPEU bargaining unit employee statistical and expenditure reports relative to employment and benefits currently produced by the Department of Administrative Services which do not require manual or machine editing to remove confidential data or non-SEIU Local 503, OPEU bargaining unit employee data. Such request must be made in advance of the preparation of the reports. If new and appropriate employee statistical and expenditure reports are produced by the Department of Administrative Services, the Department and the Union may mutually agree in advance to provide such reports at no cost.

(b) Upon request, the Department of Administrative Services shall make available to the Union at cost any SEIU Local 503, OPEU bargaining unit employee statistical and expenditure data relative to employment and benefits which is possible to produce, although not normally produced, by the Department of Administrative Services. Data that are not normally produced, but possible to produce, include manual or machine editing of existing reports to remove confidential data or data on non-SEIU Local 503, OPEU bargaining unit employees or data or reports that require new development.

(c) The Agency shall furnish monthly to the Union a list of new employees hired into positions represented by the Union. The list shall contain the name, classification, date of employment, transfer if known, and worksites of the new employees.

Section 15. Dues Deduction.

(a) Upon written request from an employee, monthly Union dues plus any additional voluntary Union deductions shall be deducted from the employee's salary and remitted to the Union. Additionally, upon written notice from the Union, authorized increases in Union dues in the form of special assessments, shall be deducted from the employee's salary and remitted to the Union according to this Section. Such notice shall include the amount and duration of the authorized special assessment(s). Upon written notice from the employee, payroll deduction for monthly Union dues will cease and Section 16 of this Article will apply. All

applications for Union membership or dues cancellation shall be submitted by the employee to the Union. All applications for membership or dues cancellation which an Agency receives shall be promptly forwarded to the Union. Employee applications for Union membership or dues cancellation will be submitted by the Union to the Agency payroll offices seven (7) working days prior to the first of each month for payroll deduction.

(b) Dues Deduction Register. An alphabetical listing of dues deducted for the previous month for SEIU Local 503, OPEU members by Agency shall be forwarded electronically to the Union by the third workday for each month with the dues check. The listing shall be compiled and mailed by the Payroll centers (e.g., Joint Payroll) and shall list the employee's name (last, first, middle initial), Employee Identification Number, amount deducted, base pay, classification number, and representation code.

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

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

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

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

(d) The Agency shall continue to deduct dues from employees as long as the employee remains on the same designated payroll, except when the employee requests cancellation of the dues deduction in writing, including reemployed seasonals and employees recalled from layoff lists.

(e) Upon return from leave of absence or leave without pay, the Agency shall reinstate the payroll deduction of Union dues from those workers who were having dues deducted immediately prior to taking leave.

(f) If a Union member transfers to another Agency represented by SEIU Local 503, OPEU, the gaining Agency will designate the employee as a transfer on the new employee list referenced in Section 14(c) if the gaining Agency is aware the employee has transferred. The employee need not complete a new membership application.

(g) Each payroll center shall provide monthly electronic data files of all SEIU Local 503, OPEU-represented employees and all SEIU Local 503, OPEU members which would contain the following information:

- Employee Identification Number
- Employee name
- Agency
- Report distribution code
- Home address
- Position number (when applicable)
- Base pay
- Benefit pay (any nonworking time for which the employee is paid)
- Gross pay
- Premium pay (overtime, shift differential, hazard duty pay)
- Dues amount deducted
- Designation (member, fair share payer, nondues payer)
- Representation code
- Month and year of the pay period

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

- Employee Identification Number
- Employee name
- Home address
- Agency
- Home phone number (if available on system)
- Work phone number (if available on system)
- Hire date
- Service date
- Strikeable code
- Leave record code
- Leave record date
- Appointment type
- Report distribution code
- Month and year of the personnel data

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

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

(i) Special Reports. Upon request, the payroll centers will make available to the Union at cost, on a timely basis the following reports:

(1) An alphabetical listing of the names of all SEIU Local 503, OPEU-represented employees within an Agency;

(2) An alphabetical listing of all SEIU Local 503, OPEU fair share payers by Agency. These reports shall contain:

- Employee name;
- Employee Identification Number;
- Classification with representation code;
- Report distribution code and definition code; and,
- Work City (if available)/County code.

(j) The Parties agree that if the Employer adopts a biweekly pay plan this Section of the Contract will be opened to negotiate any issues including but not limited to readjusting reports and due dates.

(k) The Union shall indemnify and hold the Employer harmless against claims, demands, suits, or other forms of liability which may arise out of action taken by the Employer for the purpose of complying with the provisions of this Article.

(l) The Employer will bill the Union for any additional costs associated with preparing information not already specifically contained in this Article. Upon request, the Employer will meet with the Union to discuss the Employer providing an additional standard magnetic tape format for information the Union requires.

(m) Any additional information requested under this Section may be made electronically available to the Union where reasonably feasible.

Section 16. Fair Share.

(a) All employees in the bargaining unit who are not members of the Union shall make fair share payments in lieu of dues to the Union.

(b) Fair share deductions shall be made in the first full month of employee service but shall not be made for any month in which an employee works less than thirty-two (32) hours. An employee shall have fair share deducted from his/her check for each month or part month in excess of thirty-two (32) hours they work thereafter.

(c) Bargaining unit members who exercise their right of non-association, for example, when based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, shall pay an amount of money equivalent to regular monthly Union dues to a nonreligious charity or to another charitable organization mutually agreed upon by the employee and the Union and such payment shall be remitted to that charity by the employee in accordance with ORS 243.666. At time of payment, notice of such payment shall simultaneously be sent to the Employer and the Union by the employee.

(d) Fair Share Deduction Register. An alphabetical listing of SEIU Local 503, OPEU fair share deductions for the previous month by Agency shall be forwarded to the Union by the third (3rd) workday of each month with the month's remittance. The listing shall be compiled and mailed by the payroll centers (e.g., Joint Payroll) and shall show employee's name (last, first, middle initial), Employee Identification Number, amount deducted, base pay, classification number, and representation code.

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

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

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

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

(f) The Union shall indemnify and hold the Employer harmless against any and all claims, damages, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.

(g) Any additional information requested under this Section may be made available electronically to the Union.

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

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

(See Letters of Agreement in Appendix A.)

ARTICLE 10.1C--UNION STEWARDS

(Employment Department)

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

Section 2. Two (2) Union Stewards for each worksite except that for the Salem Administration Office, the Union may designate up to eight (8) employees who will be recognized as official Stewards. In addition to the names of the Salem Administrative Office Stewards, the Union will designate the sections each of them represents.

Section 3. In addition to the above, the Union may designate up to three (3) Stewards for the Portland Metro Area UI Center, two (2) Stewards for the Eugene UI Call Center, and two (2) Stewards for the Bend UI Center.

Section 4. The Union will provide the Agency with an updated designated Steward list by the tenth (10th) of each month, which will include the Steward's name and worksite. The Union also will timely notify the Agency of the official officers of the Union, including the Chief Steward.

ARTICLE 10.1M--UNION STEWARDS

(DHS Non-Institutions)

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

Section 2. The Union will make every effort to ensure an even distribution of Steward representation of all bargaining unit employees.

Section 3. The Union will provide DHS HR with an updated designated Steward list by the tenth (10th) of each month. The list will include the Steward's name and worksite.

ARTICLE 10.2--UNION ORGANIZER VISITATIONS

(Institutions Coalition)

Section 1. Union Organizers, with approval from a responsible manager, shall be allowed reasonable contact with bargaining unit members on Agency facilities. The

purpose of these visits will be to meet with Union Stewards, with employees, or management regarding any actions or procedures under this Contract, including but not limited to, employee grievances per Article 21--Grievance and Arbitration Procedure. The Union Organizer will have the right to contact any represented employee in their workplace, as long as it does not interfere with the normal flow of work (e.g., lunch hour, break, before and after workshifts). The Union agrees to provide the Agency and the Department of Administrative Services Labor Relations Unit with a list of authorized representatives. In instances where a Union Organizer has been approved to visit a designated site, a bargaining unit member selected from a list of mutually agreeable and qualified employees will be allowed to escort the Union Organizer to and from that site. The bargaining unit member escort may be on non-work time. The Union Organizer and the bargaining unit member escort shall follow the Agency's safety and security protocols.

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

ARTICLE 10.2A--UNION STEWARDS/RIGHTS
(OYA Youth Correctional Facilities and Camps)

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

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

Section 2. The Union Stewards shall be selected by the Union with the limitation of: MacLaren--ten (10) Stewards and one (1) Steward per Camp; Hillcrest--four (4) Stewards; and one (1) Steward for each new correctional facility, for each group of fifty (50) or fewer employees.

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

ARTICLE 10.2C,E,G,H--UNION STEWARDS/RIGHTS
(OSH-Salem Campus and Portland Campus, EOTC, BMRC, Pendleton Cottage)

Section 1. The Union Steward(s) shall be selected by the Union within the limitation that the Union may designate the following: OSH Salem Campus--twenty-one (21) and OSH Portland Campus--eight (8); Eastern Oregon Training Center--nine (9); Blue Mountain Recovery Center--eight (8). If the Institution or Facility hires additional bargaining unit members, the following ratios shall apply to supplement the minimum numbers: OSH Salem Campus--1:36; OSH Portland Campus--1:31; EOTC--1:23; BMRC--1:10 and Pendleton Cottage--1:10. The Union understands that the specific number of Stewards is determined by whether the dividend is at or above the midpoint. For example, if an Institution or Facility's agreed upon ratio is 1:50 with a bargaining unit of 976 members, the dividend of 19.52 would allow the Union to select a maximum of twenty (20) Union Stewards; a membership of 974 with a dividend of 19.48 would allow a maximum of nineteen (19) Union Stewards.

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

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

ARTICLE 10.2K--UNION STEWARDS
(OYA Administration and Field Services)

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

Section 2.

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

ARTICLE 10.3--UNION RIGHTS (ODOT Coalition)

Section 1. For purposes of new employee orientation, any presentation by the Union under this Section will be made only by a Union employee or by a Union Steward who works at the location of the orientation.

Section 2. A Union Steward system of employee representation is recognized. The function of the Union Steward shall be limited to investigating and processing grievances. Upon notice to their immediate supervisor, Union Stewards shall be granted one-half (½) hour at the end of their shift to investigate and process grievances without loss of pay or other benefits. If the grievant works on another shift which fronts the Union Steward's shift, the Union Steward shall be granted the one-half (½) hour at the beginning of his/her shift to investigate and process the grievance. Additional time or alternate scheduling may be arranged by mutual agreement between the immediate supervisor and the Union Steward. Presentation of grievances shall be at a time during the workday mutually agreeable between the Parties.

ARTICLE 10.3A,B,E--UNION STEWARDS
(ODOT, OPRD, ODFW)

Section 1. ODOT (Except DMV), OPRD. The Union Stewards shall be selected by the Union with the following limitations:

(a) No more than one (1) Union Steward for each crew of four (4) or more employees.
(b) Crews with less than four (4) or crews with no Steward shall select a Union Steward from within the Agency

from the closest location within thirty-five (35) miles.

(c) If a Union Steward works in a location that is different from where the grievant works, the Union Steward shall use the telephone to investigate the grievance. Union Stewards may use Agency fax machines to appeal grievances at Step two or Step three of the grievance process. Faxes shall not exceed three (3) pages in length.

(d) For OPRD Only.
1. One (1) Steward for each management unit.
2. One (1) Steward for Reservations Northwest.
3. Three (3) Stewards for the Salem Headquarters (no more than two (2) in any one (1) division).
4. One (1) Steward for State Fair.

Section 2. DMV Only. The Union Stewards shall be selected by the Union within the following limitations:

(a) One (1) Union Steward from the same branch for every group of twenty-five (25) employees represented in the Lana Avenue main office. Other office locations shall be allowed one (1) Union Steward from that office for each office.

(b) If a Union Steward works in an office that is different from where the grievant works, the Union Steward shall use the telephone to investigate the grievance.

Section 3. ODFW Only. The Union shall select Union Stewards within the following limitations:

(a) Two (2) Stewards for each of the following Agency Watershed Districts:
- Umpqua Watershed District #1
- North Coast Watershed District #2
- North Willamette Watershed District #3
- South Willamette Watershed District #4
- John Day Watershed District #5
- Grande Ronde Watershed District #6
- Deschutes Watershed District #7
- Malheur Watershed District #8
- Klamath Watershed District #9
- Rogue Watershed District #10

(b) In addition, the Union may appoint up to an additional twenty (20) Union Stewards to be distributed among the above Watershed Districts. However, there will be no more than two (2) Union Stewards from any one (1) office or one (1) Union Steward from any one (1) hatchery.

(c) Five (5) additional Union Stewards permanently assigned to Agency Headquarters in Salem. In addition, the Union may appoint up to three (3) additional Union Stewards at Agency Headquarters in Salem. In the event the Union appoints up to three (3) additional Stewards in Salem, each appointment shall reduce by one (1) the number of Stewards allowed per Article 10.3E, Section 3(b) for the Watershed Districts.

Section 4.

(a) Where an employee is also a designated Union Steward and requests Union representation at an investigatory interview or pre-dismissal meeting, the Union Steward who is located closest to the employee's worksite, not to exceed thirty five (35) miles by road, can represent the employee who requests representation.

(b) The Union Steward selected in Subsection (a) shall be from the same Agency as the employee and shall have been designated by the Union, in writing, to serve as a Union Steward. The Union Steward shall use the procedures outlined in the Master Agreement to obtain release time.

Section 5. ODFW Only. A designated Union Steward must work in the same Watershed District/Agency headquarters as the employees represented and may continue this responsibility only so long as the Steward continues to be employed in the Watershed District/Agency Headquarters where he/she has been appointed.

Section 6. ODFW Only. If a Union Steward works at a worksite that is different from where the grievant works, the Union Steward shall use the telephone to investigate the grievance.

ARTICLE 10.3C--UNION STEWARDS (Forestry)

The Union Stewards shall be selected by the Union within the following limitations:

(a) A maximum of two (2) Union Stewards for each Forestry District with no more than one (1) Steward located at any one (1) district/unit office.

(b) One (1) Union Steward for each Forestry Nursery.

(c) Three (3) Union Stewards for Salem Headquarters. They shall be from different divisions.

(d) One (1) Union Steward each for South Fork Camp and Tillamook Forest Center.

(e) A designated Union Steward must work in the same District or location as the employees represented and may continue this function only so long as the Union Steward continues to be employed in the same District where he/she has been selected. If a Union Steward works in a location that is different from where the grievant works, but in the same District, the Union Steward shall use the telephone to investigate the grievance.

(f) Where an employee is also a designated Union Steward and requests Union representation at an investigatory interview or pre-dismissal meeting, the Union Steward who is located closest to the employee's worksite, not to exceed thirty-five (35) miles by road, can represent the employee who requests representation.

(g) The Union Steward selected in Subsection (f) shall be from the same Agency as the employee and shall have been designated by the Union, in writing, to serve as a Union Steward. The Union Steward shall use the procedures outlined in the Master Agreement to obtain release time.

ARTICLE 10.3D--UNION RIGHTS (ODOA)

Section 1. The Union shall select one (1) Steward for purposes of representing Agency employees within the scope of authorized activities outlined in Articles 10, 20 and 21 of the Master Agreement. The Union agrees to notify the Agency in writing of its Stewards and provide updates as necessary.

Section 2. If the Union Steward works in an office that is different from where the grievant works, the Union Steward shall use the telephone to investigate the grievance.

ARTICLE 10.5--UNION RIGHTS (Special Agencies Coalition Except Health-Related Licensing Boards)

Section 1. Union Stewards will be allowed to wear Union Steward identification during working hours. Union Stewards shall be given reasonable time off during regularly scheduled working hours without loss of pay for:

(a) Investigating and processing grievances;

(b) Meeting with management related to a grievance;

(c) A meeting not to exceed thirty (30) minutes with a grievant related to the grievance.

Section 2. If new employee orientation is not furnished by the Agency, the new employee's supervisor shall schedule, upon request, a time during working hours for a Union representative to orient the new employee(s).

ARTICLE 10.5 A,B,C,D,E,F,G,H,I,N,P,Q,R,S,T,U,V,X--UNION STEWARDS (Special Agencies Coalition Except Health-Related Licensing Boards)

Union Stewards shall be selected with the following limitations:

(A) Education—Nine (9) Stewards, with one (1) of these Stewards representing Agency bargaining unit employees at Hillcrest School, one (1) Steward representing Agency bargaining unit employees at MacLaren School, and two (2) Stewards representing Agency bargaining unit employees at OSD.

(B) Water Resources—Four (4) Union Stewards unless the unit falls below sixty (60) employees and then not more than two (2) Union Stewards.

(C) Library—Four (4) Stewards.

(D) Treasury—Two (2) Stewards.

(E) Department of Administrative Services—The Agency agrees to recognize a maximum of fifteen (15) Stewards.

(F) Commission for the Blind—One (1) Steward per thirty (30) employees.

(G) PERS—Four (4) Stewards.

(H) Justice—In any location where there are two (2) or more permanently assigned bargaining unit employees, such employees will be entitled to have one (1) Steward per fifty (50) such employees or portion thereof.

(I) OHCS—Five (5) Stewards. No more than two (2) Stewards may be from the same Agency Division. No more than one (1) Steward from the same Agency Division may be released from work to conduct Union business during the same time period. A Steward appointed during the preceding twelve (12) months acting under Article 10, Section 11 may be accompanied by a Steward from a different Agency Section.

(N) Revenue—Sixteen (16) Stewards.

(P) OSAC—Three (3) Stewards.

(Q,V) Department of Consumer & Business Services including Workers' Compensation Board—Twenty (20) Stewards. No more than two (2) Union Stewards may be located in the same section or other designated work unit of employees reporting to a first-line supervisor.

(R) Agriculture—Seven (7) Stewards.

(S) Bureau of Labor and Industries—Five (5) Stewards.

(T) Veterans' Affairs—Every office of the Agency representing five (5) or more employees shall have one (1) Union Steward for every group of twenty-five (25) employees or less.

(U) Department of Community Colleges & Workforce Development—One (1) Steward.

(X) Oregon Watershed Enhancement Board—One (1) Steward.

(See Letter of Agreement in Appendix A.)

ARTICLE 10.5O--UNION STEWARDS
(Oregon Health Licensing Agency)

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

Section 2. There shall be one (1) Union Steward.

ARTICLE 10.5W--UNION RIGHTS/STEWARDS
(Health-Related Licensing Boards)

Section 1. Union Stewards shall be authorized reasonable time during Agency working hours to distribute Union informational material to employees in the bargaining unit regarding membership and benefits. This time is not to be used for the distribution of information on labor-management disputes whether involving contract negotiations or grievance arbitration cases. Moreover, this time is not to be used for the solicitation of Union membership for other than new employees.

Section 2. Union Stewards. Employees of each Board shall be allowed one (1) Steward.

ARTICLE 11--EMPLOYEE ASSISTANCE PROGRAM
(EAP)

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

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

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

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

ARTICLE 12--CHILD CARE

Should the State of Oregon build a new state facility or substantially remodel a state-owned facility over 100,000 square feet of office space where SEIU Local 503, OPEU-represented employees are located, a childcare committee will be established that will include an SEIU Local 503, OPEU-represented employee from the affected work group. The purpose of the work group is to provide input/recommendations to the planning committee for a childcare center to be considered in the planning stages for the new or remodeled facility, which could include subsidized rates and/or a sliding scale. The Union-selected employee representative, except for temporary employees, shall be in pay status for Committee purposes only, not including overtime and other penalties or expenses.

ARTICLE 13--CONTRACTING-OUT

Section 1. The Union recognizes that the Employer has the management right, during the term of this Agreement, to decide to contract out work performed by bargaining unit members. However, when the contract exceeds thirty thousand dollars ($30,000) annually or when the contracting-out will displace bargaining unit members, such decisions shall be made only after the affected Agency has conducted a formal feasibility study determining the potential costs and other benefits which would result from

contracting-out the work in question. The Employer agrees to notify the Union within one (1) week of its decision to conduct a formal feasibility study, indicating the job classifications and work areas affected. The Employer shall provide the Union with no less than thirty (30) days notice that it intends to request bids or proposals to contract out bargaining unit work where the decision would result in displacement of bargaining unit members. During this thirty (30) day period, the Employer shall not request any bids or proposals and the Union shall have the opportunity to submit an alternate proposal. The notification by the Employer to the Union of the results of the feasibility study will include all pertinent information upon which the Employer based its decision to contract out the work including, but not limited to, the total cost savings the Employer anticipates.

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

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

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

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

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

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

(a) Require the contractor to hire employees displaced by the contract at the same rate of pay for a minimum of six (6) months subject only to "just cause" terminations. In this instance, the State will continue to provide each such employee with six (6) months of health and dental insurance coverage through the Public Employee Benefits Board, if continuation of coverage under the Bargaining Unit Benefits Board is allowed by law and pertinent rules of eligibility. Pursuant to Article 70, Sections 10 through 12, an eligible employee shall be placed on the Agency layoff list and may, at the employee's discretion, be placed on a secondary recall list for a period of two (2) years; or

(b) Place employees displaced by a contract elsewhere in state government in the following order of priority: within the Agency, within the department, or within state service generally. Salaries of employees placed in lower classifications will be red-circled. To the extent this Article conflicts with Article 45--Filling of Vacancies, this Article shall prevail.

(c) An employee may exercise all applicable rights under Article 70--Layoff, including prioritizing options (1), (2), (3) or (4), as described in Article 70 Section 2, if the employee finds option (a) or (b), as selected by the Employer, is unsatisfactory. The employee must select his/her Article 70 Section 2 options within five (5) calendar days pursuant to notification of (a) or (b) above.

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

(a) The Employer agrees to notify Agency heads, personnel managers and purchasing and/or contracting staff of SEIU Local 503, OPEU-represented Agencies concerning their obligations when contracting-out work performed by bargaining unit employees. Key items include that all state Agencies will conduct a feasibility study in instances of contracting-out work performed by bargaining unit employees, whether or not such contracting-out will result in displacement of bargaining unit employees. And, as specified below, certain information will be provided to SEIU Local 503, OPEU as a part of the feasibility study Agencies are required to complete.

(b) The Employer will provide the individuals identified in Section 5(a) above with the form in Appendix H for their use in conducting feasibility studies pursuant to Article 13. Agencies will use this form in completing feasibility studies pursuant to Article 13. However, Agencies may develop and use other forms appropriate to the work being contracted, provided that there is no substantive change to the information to be reported pursuant to Article 13 as contained in Sections F-K of Appendix H.

(c) The Parties agree that SEIU Local 503, OPEU-represented Agencies will send directly to SEIU Local 503, OPEU's Executive Director all future notices of intent to conduct a feasibility study under Article 13, and any related feasibility studies.

(See Letters of Agreement in Appendix A.)

ARTICLE 14--NEGOTIATIONS PROCEDURES

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

HUMAN SERVICES: Department of Human Services Non-Institutions, Employment Department;

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

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

SPECIAL AGENCIES: Justice, Revenue, Department of Community Colleges & Workforce Development (DCCWD), Workers' Compensation Board, Department of Consumer & Business Services (DCBS), Agriculture, Bureau of Labor and Industries (BOLI), Veterans' Affairs, Board of Nursing, Oregon Medical Board, Board of Dentistry, Board of Pharmacy, Mortuary and Cemetery Board, Board of

Psychologist Examiners, Board of Radiologic Technology, Board of Massage Therapists, Occupational Therapy Licensing Board, Board of Examiners for Speech Pathology & Audiology, Board of Naturopathic Medicine, Education, Water Resources, Library, Treasury, Commission for the Blind, Public Employees Retirement System (PERS), Special Schools, State Fair, State Scholarship, Department of Administrative Services, Oregon Watershed Enhancement Board (OWEB), Oregon Health Licensing Agency, Oregon Housing & Community Services (OHCS).

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

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

(b) Coalition Tables. Coalition negotiations will take place after normal business hours. For Coalition negotiations, the Employer agrees to unschedule, or grant paid time as outlined below, for up to a total of twenty-four (24) employees designated as employee bargaining team representatives, except temporary employees, but no more than eight (8) employees per coalition table. The designated employee bargaining team representative will be granted up to twenty-four (24) non-cumulative hours each month of paid time for up to one-hundred and fifty (150) calendar days for attendance at negotiations, including travel time, provided coalition bargaining sessions and/or travel time occur during an employee's regular work schedule. However, the one-hundred and fifty (150) calendar days will begin no later than February 15 or the closest business day thereto. The inclusion of paid time will not result in the employee receiving greater benefit than the employee would have received had the employee not attended the bargaining session. Should it become necessary for the Employer to replace or unschedule an employee scheduled for swing or graveyard shift so as to permit that employee to participate in collective bargaining negotiations, the Union agrees alternatively as follows:

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

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

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

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

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

ARTICLE 15--PARKING

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

(See Letter of Agreement in Appendix A.)

ARTICLE 17.5--AGENCY PERSONNEL RULES AND PRACTICES (Special Agencies Coalition)

Upon written request by the Union, the Agency will promptly furnish to it a written statement regarding its rules or policies on any specific employment matter or when they exist in written form, a copy thereof.

ARTICLE 18.3--REORGANIZATION NOTIFICATION (ODOT Coalition)

The Union will be advised of any major Agency reorganizations which may adversely affect an employee's pay and/or classification.

ARTICLE 19--PERSONNEL RECORDS

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

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

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

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

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

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

disagreement with the contents of this material."

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

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

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

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

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

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

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

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

ARTICLE 19T--PERSONNEL RECORDS

(Temporary Employees)

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

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

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

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

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

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

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

ARTICLE 19.1M--PERSONNEL RECORDS

(DHS Non-Institutions)

When the Agency receives a subpoena or request for an employee's personnel records, except for an inquiry as a result of a criminal law complaint or request for verification of employment and salary, the Agency shall notify the employee of the subpoena or request, who has made it, the information being subpoenaed or requested, and the reason for the subpoena or request.

ARTICLE 19.2K--PERSONNEL RECORDS

(OYA Administration and Field Services)

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

(a) notify the employee of the subpoena or request, who has made it, the information being subpoenaed or requested, and the reason for the subpoena or request; and

(b) provide the employee with a copy of all material sent in response to the subpoena or request.

ARTICLE 20--INVESTIGATIONS, DISCIPLINE, AND DISCHARGE

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

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

significance include only those relating to the prevention of serious danger to the Agency, or other employee.

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

Section 3. A written pre-dismissal notice shall be given to a regular status employee who is being considered for dismissal. Such notice shall include the then known complaints, facts, and charges, and a statement that the employee may be dismissed. The employee shall be afforded an opportunity to refute such charges or present mitigating circumstances to the Appointing Authority at a time and date set forth in the notice, which date shall not be less than seven (7) calendar days from the date the notice is received or, at the option of the employee, by written response by that date. The employee shall be permitted to have an official representative present. At the discretion of the Appointing Authority, the employee may be suspended with or without pay or be allowed to continue to work as specified in the pre-dismissal notice. Should an employee be suspended without pay, the employee will first be afforded notice and right to present mitigating circumstances to the Appointing Authority or designee.

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

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

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

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

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

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

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

Section 5. Employees in initial trial service with the State shall have no right to appeal removals from state service under this Article. Employees in trial service as a result of promotion who are returned to their former classification shall have no right of appeal under this Article for such removal. However, an employee in trial service as a result of promotion who is dismissed from state service may have his/her dismissal appealed by the Union under this Article.

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

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

ARTICLE 21--GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

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

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

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

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

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

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

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

Section 5. Grievances shall be processed as follows:

TIME TO FILE: Thirty (30) calendar days for initial filing	
PLACE TO FILE	TYPE OF GRIEVANCE
AGENCY HEAD (Step 2)	• Article 20--Discipline/Discharge • Article 22--Discrimination • Article 81--Reclass Down • Article 21, Section 4 - Group Grievances involving multiple supervisors in one Agency • Family Medical Leave (FMLA/OFLA)
DAS, LABOR RELATIONS UNIT (LRU) (Step 3)	• Article 21, Section 4 - Group Grievances involving multiple Agencies
MANAGEMENT/ EXECUTIVE SERVICE SUPERVISOR (Step 1)	• All other grievances/contract violations

See Appendix F for detailed table on grievance filing.

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

All Step 1 grievance settlements are non-precedential and shall not be cited by either Party or their agents or members in any arbitration or fact-finding proceedings now or in the future. Step 1 grievance settlements shall be reduced to writing and signed by the grievant and management/ executive service supervisor. Actions taken pursuant to Step 1 settlement agreements shall not be deemed to establish or change practices under the Collective Bargaining Agreement, including but not limited to Article 5, or ORS Chapter 243, and shall not give rise to any bargaining or other consequential obligations.

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

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

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

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

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

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

Section 6. Arbitration Selection and Authority.

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

1. Gary L. Axon
2. Catherine C. Harris
3. Howell L. Lankford
4. James A. Lundberg
5. Ronald L. Miller
6. Sylvia P. Skratek
7. Kathryn T. Whalen
8. Timothy D. W. Williams

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

(b) Arbitrators shall be assigned on a rotational basis in the order set out above. Upon Labor Relations' receipt of a letter of intent to arbitrate and subsequent

approval to proceed to arbitration from the SEIU Local 503, OPEU, a calendar for potential date selection will be offered which includes the three (3) month period beginning the second full month after receipt of the approval to proceed correspondence. However, when the arbitrator originally selected is unable to schedule a hearing within the three (3) month period, the next arbitrator in rotation will be sent the same dates to schedule the hearing. In instances where the Parties agree to consolidate cases, meaning combining a related disciplinary action with a pending arbitration case, the arbitrator assigned to handle the first case will also be assigned to handle the subsequent matter. Arbitrators will use cancellation days and any unused scheduled days for writing awards on any outstanding cases under this Agreement. Cancellation fees will be applied toward any writing days.

(c) Within fifteen (15) calendar days of receiving confirmation of an appeal of a grievance to arbitration, the Labor Relations Unit shall assign the next arbitrator on the list for selection and shall simultaneously notify the interested Parties of such assignment.

(d) Representatives of each Party, in conjunction with the chosen arbitrator, shall mutually select dates for arbitration within a reasonable period of time.

(e) The arbitrator shall have the authority to hear and rule on all issues which arise over substantive or procedural arbitrability. Such issues, if raised, must be heard prior to hearing the merits of any appeal to arbitration. Upon motion by either Party that there exists issues involving substantive or procedural arbitrability, the arbitrator shall hear the arbitrability issue(s) first and the Parties shall make oral closing statements. The arbitrator shall issue a bench ruling by the end of the business day. When the arbitrator determines that the case is not arbitrable, the decision shall be affirmed in writing within seven (7) calendar days from the close of the hearing. If the grievance is arbitrable, the Parties shall continue with the hearing that day or the next business day, as time permits. In cases where arbitrability is affirmed, the arbitrator's award will include written findings on arbitrability.

(f) The Parties agree that the decision or award of the arbitrator shall be final and binding on each of the Parties. The arbitrator shall issue his/her decision or award within thirty (30) calendar days of the closing of the hearing record. The arbitrator shall have no authority to rule contrary to, to amend, add to, subtract from, change or eliminate any of the terms of this Agreement. The arbitration will be handled in accordance with the rules of the American Arbitration Association.

(g) The Employer and the Union will develop stipulations of fact and use affidavits and other time-saving methods whenever possible and when mutually agreed upon in all cases proceeding to arbitration.

(h) The Parties shall split the arbitrator's charges equally. All other expenses shall be borne exclusively by the Party requiring the service or item for which payment is to be made.

(i) Arbitrations for cases involving Articles exclusively applying to temporary workers shall be processed using the expedited grievance procedure outlined in LOA 21.00-99-06.

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

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

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

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

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

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

(See Letters of Agreement in Appendix A.)

ARTICLE 22--NO DISCRIMINATION

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

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

(a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;

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

Section 3. Discipline and Discharge appeals which allege the action was taken for gender identity, sexual harassment, or sexual orientation reasons shall follow the appeal time frames in Article 20.

Any other grievance alleging any form of discrimination as listed in Section 1 will be submitted in writing within thirty (30) days of date the grievant or the Union knows or by reasonable diligence should have known of the alleged grievance, directly to the Agency Head or designee as defined or used in Article 21, Section 5. The Agency Head or designee shall respond within fifteen (15) calendar days after receipt of the grievance. If the grievance is still not resolved at this level, grievances alleging discrimination based on gender identity, sexual harassment, or sexual orientation shall be submitted by the Union to the Department of Administrative Services for resolution within fifteen (15) calendar days after receipt of the Agency Head's response. The Department of Administrative Services Labor Relations Unit's response shall be due fifteen (15) calendar days after receipt of the grievance.

Section 4. All other unresolved discrimination grievances may be submitted by the Union or the grievant to the Bureau of Labor and Industries or the EEOC for resolution, if not already so filed. In the case of gender identity, sexual harassment, or sexual orientation grievances, the Union may proceed to arbitration per Section 5 of this Article. Nothing in this Article shall preclude an employee from filing a charge of discrimination with the Bureau of Labor and Industries or the EEOC at any time. It is agreed, however, that there will be no concerted effort on the part of the Employer to discourage arbitration or the Union to encourage the use of multiple sources of complaint resolution.

Section 5.

(a) Grievances alleging discrimination because of gender identity, sexual harassment, or sexual orientation may be arbitrated provided such Union request is made within forty-five (45) calendar days from the date the Department of Administrative Services response was due. In addition to back pay and fringe benefits, relief sought through arbitration may include transfer, promotion, and cease and desist orders. Arbitration requests shall proceed under Article 21, Section 5.
(b) The right to arbitrate grievances alleging discrimination based on gender identity or sexual orientation shall expire on the effective date of a change in federal or state law, Bureau of Labor and Industries or EEOC regulations, or court decision that such discrimination is covered by law and a statutory appeal procedure exists.

Section 6. Where the Union alleges unlawful discrimination as a basis of any grievance, in whole or in part, the Union shall make a declaration of its choice to arbitrate the issue by declaring to the Department of Administrative Services Labor Relations Unit following its response at Step 3 of the grievance procedure.

Where the Union chooses to proceed to arbitration, allegations of unlawful discrimination under Article 22 shall be removed as the claim of violation for the arbitration.

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

ARTICLE 22T--NO DISCRIMINATION

(Temporary Employees)

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

Section 2. Complaints alleging any form of discrimination as listed in Section 1 will be submitted in writing within fifteen (15) days of date the complainant or the Union knows or by reasonable diligence should have known of the alleged discriminatory act, directly to the Agency Head or designee. The Agency Head or designee shall respond within fifteen (15) calendar days after receipt of the grievance. If the complaint is still not resolved at this level, complaints alleging discrimination based on gender identity, sexual harassment, or sexual orientation shall be submitted by the Union to the Department of Administrative Services for resolution within fifteen (15) calendar days after receipt of the Agency Head's response. The Department of Administrative Services Labor Relations Unit's response shall be due fifteen (15) calendar days after receipt of the complaint.

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

ARTICLE 23T--PUBLIC COMPLAINT INVESTIGATION (Temporary Employees)

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

ARTICLE 23.1--COMPLAINT INVESTIGATION

(Human Services Coalition)

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

the employee reasonably believes will result in disciplinary action.

Section 2. Alleged Criminal Law Complaint. See Article 20--Discipline and Discharge, Section 6 regarding the Weingarten right for Union representation.

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

Section 4. The Agency shall give the employee under Weingarten investigation notification of the status of the Agency's investigation of non-criminal complaints every thirty (30) days until completed. Upon completion of the investigation, the Agency will provide the employee with written notification of the disposition of the investigation.

ARTICLE 23.2A--CLIENT COMPLAINT INVESTIGATION

(OYA Youth Correctional Facilities and Camps)

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

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

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

Section 4. If disciplinary action is taken, the Institution must comply with Article 20--Discipline and Discharge.

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

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

ARTICLE 23.2C,E,G,H--CLIENT COMPLAINT INVESTIGATION (OSH, EOTC, BMRC, Pendleton Cottage)

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

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

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

Section 4. If disciplinary action is taken, the Institution or Facility must comply with Article 20--Discipline and Discharge.

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

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

ARTICLE 23.2K--CLIENT COMPLAINT INVESTIGATION

(OYA Administration and Field Services)

Section 1. Reasonable notice will be provided to an employee if or when the Agency receives a complaint of merit which is non-criminal in nature. The employee will be given an opportunity to respond as early in the process as is feasible. The employee's response, if in writing, shall be

attached permanently to the complaint and copies thereof. In the event that the Agency determines that a formal investigation is necessary and so notifies the employee, upon the employee's request, he/she shall have the right to Union representation during the investigatory interview that the employee reasonably believes will result in disciplinary action.

Section 2. Alleged Criminal Law Complaint. See Article 20--Discipline and Discharge, Section 6.

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

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

ARTICLE 23.3--PUBLIC COMPLAINT INVESTIGATION (ODOT Coalition)

Section 1. If an Agency receives a complaint against an employee and the Agency chooses to conduct an investigation of the matter, the Agency shall notify the employee of the investigation. Before the investigation is completed, the employee shall be given an opportunity to provide information he/she deems relevant. Such notice is not required in instances involving criminal investigations, undercover or confidential investigations, or in situations where the investigation may be jeopardized by such notice.

Section 2. If an Agency chooses to remove the employee from his/her assignment during the investigation, the employee may be assigned other duties not related to his/her normal work assignments.

Section 3. Upon conclusion of the investigation, the Agency shall advise the employee of the results of the investigation and whether the Agency intends to take any action against the employee as a result of the investigation.

ARTICLE 23.5--CLIENT COMPLAINT INVESTIGATION (Special Agencies Coalition Except OSAC, Health-Related Licensing Boards, Agriculture, Oregon Health Licensing Agency)

Section 1. When the Agency receives a complaint against an employee from a client or other source external to the Agency that concerns a violation of law, rules, policy, or procedure, an investigation may be made. The employee will be notified of the complaint and pertinent facts within one (1) week of its receipt by the Agency. If after initial review a comprehensive investigation is undertaken, before the investigation is completed, the employee shall be given an opportunity to provide information he/she deems relevant. Such notification and opportunity is not required in instances involving criminal investigations, undercover or confidential investigations, or in situations where the investigation may be jeopardized by such notice.

Section 2. If the Agency chooses to remove an accused employee from his/her work assignment during an investigation, the employee may be assigned other duties not related to his/her normal work assignments or suspended pending final decision.

Section 3. For Union representation, see Article 20, Section 6.

ARTICLE 23.5I,R--CLIENT COMPLAINT INVESTIGATION (OHCS, Agriculture)

Section 1. When the Agency receives a complaint of probable merit against an employee from a client or other source external to the Agency that concerns a violation of law, rules, policy, or procedure, or inappropriate conduct, an investigation may be made. The employee will be notified of such a complaint and pertinent facts within one (1) week of its receipt by the Agency. If after initial review a comprehensive investigation is undertaken, before the investigation is completed, the employee shall be given an opportunity to provide information he/she deems relevant. Such notification and opportunity is not required in instances involving criminal investigations, undercover or confidential investigations, or in situations where the investigation may be jeopardized by such notice.

Section 2. If the Agency chooses to remove an accused employee from his/her work assignment during an investigation, the employee may be assigned other duties not related to his/her normal work assignments or suspended pending final decision.

Section 3. For Union representation, see Article 20, Section 6.

Section 4. If available, the Agency shall give the involved employee(s) written notification of the result of the Agency's investigation of non-criminal complaints upon request of the employee. Such notification is not required in instances involving undercover or confidential investigations, or in situations where the investigation may be jeopardized by such notice.

ARTICLE 23.5O,P,W--CLIENT COMPLAINT INVESTIGATION (Oregon Health Licensing Agency, OSAC, Health-Related Licensing Boards)

Section 1. When the Agency receives a complaint against an employee and the complaint is not of a criminal nature, but concerns a violation of rules, policies, or procedure, an investigation may be made. The employee shall be informed of a complaint prior to a formal investigation.

Section 2. When the Agency receives a complaint of alleged criminal law violation, the Agency shall make a referral to a law enforcement or criminal justice Agency. In such cases the employee need not be informed in advance of the referral. If the law enforcement or criminal justice Agency refers the matter back to the Agency the employee shall be notified.

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

Section 4. If disciplinary action is taken, the Agency will comply with Article 20--Discipline and Discharge.

Section 5. If available, the Agency shall give the involved employee(s) written notification of the result of the Agency's investigation of non-criminal complaints upon request of the employee.

Section 6. For Union representation, see Article 20, Section 6.

ARTICLE 26--DIFFERENTIAL PAY

Section 1. Geographic Area Pay.

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

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

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

Section 2. Special Duty Pay.

(a) High Work Differential: When an employee is required to perform work more than twenty (20) feet directly above the ground or water and use of safety ropes, scaffolds, boatswain chairs, or other similar safety devices are required for support, the employee shall receive a high work differential.
Rate: Seventy-five cents ($0.75) per hour.

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

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

(c) Application: C6214—Institution RN.
Definition: Charge differential shall be defined as a temporary hourly differential for an eight (8) hour shift for an Institution RN who has been assigned charge duties.
Rate: Institution RN's who are assigned and are performing charge duties will receive an additional thirty-three cents ($0.33) per hour. When this special duty pay condition occurs on a holiday worked or in an overtime period worked, this additional special duty premium pay shall be paid at the rate of time and one-half (1 ½).

(d) Application: C6135--Licensed Practical Nurse.
Eligibility: Charge differential shall be defined as a temporary hourly differential for an eight (8) hour shift for a Licensed Practical Nurse who has been assigned charge duties by the Employer.
Rate: Licensed Practical Nurses who are assigned and are performing charge duties shall receive an additional five percent (5%) above their current rate of pay for all hours worked during the assignment. When this special duty pay condition occurs on a holiday worked or in an overtime period worked, this additional special duty premium pay shall be paid at the rate of time and one-half (1 ½).

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

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

(f) Application: C6710--Mental Health Therapy Technician, C6711--Mental Health Therapist 1, and C6725--Habilitative Training Technician.
Eligibility: Full-time employees in classification C6710, C6711, or C6725 who are designated in writing by the Agency to perform assigned duties of "shift charge" where two (2) or more other employees are scheduled to work during that shift, shall be eligible for a pay differential of thirty-four cents ($0.34) per hour for each full eight (8) hour shift worked in such assignment. When this special duty pay occurs on an overtime period worked, this additional premium pay shall be added to the basic rate for computation of pay.

(g) Administration of Medications.
Application: C6710--Mental Health Therapy Technician, C6711--Mental Health Therapist 1, C6712--Mental Health Therapist 2, C6718--Mental Health Therapy Coordinator, C6717--Mental Health Therapy Shift Coordinator.
Eligibility: Employees in the above-referenced classifications and Mental Health Therapist 2s who have the working title of, and certification as, LPNs who are assigned medication administration duties shall be eligible for the differential.
Rate: Twenty-seven cents ($0.27) per hour for all shifts so assigned.

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

(i) DHS/OMAP Inmate Differential (OSCI). OMAP employees assigned to work directly with inmates inside the security fences at the Oregon State Correctional Institution will receive a five percent (5%) pay differential. The employees will receive this additional five percent (5%) above their current rate of pay for all hours worked during this assignment.

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

(k) MCEO 2's. Employees in the classification of Motor Carrier Enforcement Officer 2 (C5858) shall be paid a

differential of five percent (5%) above their base rate of pay.

Section 3. Special Qualifications Pay.

(a) Application: C2306--Vocational Training Instructor.
Eligibility: Five (5) year certificate and twelve (12) quarter hours shall receive twenty-five dollars ($25.00) above their normal step. Five (5) year certificate and twenty-four (24) quarter hours shall receive fifty dollars ($50.00) above their normal step.

(b) Application: C6294, C6295-Clinical Psychologists 1 & 2.
Eligibility: American Board of Professional Psychology Diploma--fifty dollars ($50.00) above normal step.

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

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

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

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

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

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

(h) Surveyor License (Forestry). A five percent (5%) differential over an employee's base pay rate will be paid to an employee occupying a position classified as Natural Resource Specialist 3 (C8503) and who meets all of the following criteria:
(1) Possess a current Oregon Professional Surveyor's License; and
(2) The Agency designates in writing that the employee perform all professional land surveyor duties as reflected in the employee's position description.

(i) Group Life Coordinator. Group Life Coordinators who are assigned in writing to facilitate groups where specific certification is required by the Agency shall be paid a differential of one dollar and fifty cents ($1.50) per hour for time spent in actual group facilitation.

Section 4. Student Trainee Pay.

(a) Student Professional Forester Worker (C8235)
The following steps are recommended:
- Step 3—Completion of one (1) year of forestry at a recognized college of forestry.
- Step 4—Completion of two (2) years of forestry at a recognized college of forestry.
- Step 5—Completion of three (3) years of forestry at a recognized college of forestry.
- Step 6—Completion of four (4) years of forestry at a recognized college of forestry.

Section 5. Shift Differential.

(a) Eligibility. Shift differential shall apply to all employees except temporary appointments and part-time employees working less than thirty-two (32) hours per month. In order to qualify for the shift differential, an employee must be in a job classification which is allocated to Salary Range 22 or below. All employees shall be paid a differential as outlined in Subsections (b) and (c) below, for each hour or major portion thereof (thirty (30) minutes or more), worked between 6:00 p.m. and 6:00 a.m. and for each hour or major portion thereof worked on Saturday or Sunday.

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

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

Section 6. Leadwork Differential.

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

prescribed work efficiently; give direction to workers concerning work procedures; transmit established standards of performance to workers; review work of employees for conformance to standards; and provide informal assessment of workers' performance to the supervisor.

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

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

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

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

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

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

Section 7. Leadwork Differential. Employment Department.

(a) Leadwork differential will be paid to employees who are formally assigned in writing to perform leadwork provided the leadwork or team leader duties are not included in the classification specification for the employee's position. Leadwork is where an employee has been formally assigned to do substantially all of the following: to orient new employees, if appropriate; assign and reassign tasks to accomplish prescribed work efficiently; give direction to workers concerning work procedures; transmit established standards of performance to workers; review work of employees for conformance to standards; and provide informal assessment of workers' performance to the supervisor.

(b) The differential shall be five percent (5%) beginning from the first day the duties were formally assigned in writing.

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

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

(e) If an employee believes that he/she is performing the duties of a leadworker but the duties have not been formally assigned in writing, he/she may submit the matter for resolution as per the dispute resolution process, or through the grievance procedure (as for example, classification review, work out-of-class).

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

(a) Leadwork differential shall be defined as a differential for employees who have been formally assigned by their supervisor "leadwork" duties for five (5) days or longer in a calendar month; or five (5) consecutive calendar days or longer that span the end of one (1) month and the beginning of the next month. In no case shall days be counted twice to meet the leadwork pay qualification.

(b) Leadwork is where, on a recurring daily basis, while performing essentially the same duties as the workers led, the employee has been directed to perform substantially all of the following functions: to orient new employees, if appropriate; assign and reassign tasks to accomplish prescribed work efficiently; give direction to workers concerning work procedures; transmit established standards of performance to workers; review work of employees for conformance of standards and provide informal assessment of workers' performance to the supervisor.

Section 9. Leadwork Differential. State Library.

(a) Team Coordinator differential shall be defined as a differential for employees who have been formally assigned in writing "team coordinator" responsibilities for a specific team on a recurring daily basis, for a designated length of time that extends beyond ten (10) consecutive calendar days.

(b) Team Coordinator responsibilities shall include substantially the following roles: monitor team progress in meeting performance goals; coordinate team workflow to accomplish the work efficiently; coordinate team development processes; identify, plan, and approve training; assist in hiring of new team members, orient new employees; review team member timesheets; give feedback to team members concerning work procedures; and serve as communication liaison between the team and management.

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

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

Section 10. Work Out-of-Classification.

(a) When an employee is assigned for a limited period to perform the duties of a position at a higher level classification for more than ten (10) consecutive calendar days, the employee shall be paid five percent

(5%) above the employee's base rate of pay or the first step of the higher salary range, whichever is greater.

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

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

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

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

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

Section 11. Work Out-of-Classification. ODOT.

(a) Transportation Maintenance Specialists. In addition to any entitlement to work out-of-classification pay pursuant to Section 10 of this Article, Transportation Maintenance Specialist 1's who perform snow removal and sanding for more than twenty (20) hours in a workweek, shall be paid at what would be the next higher salary step.

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

(See Letters of Agreement in Appendix A.)

ARTICLE 26.3E--PAY DIFFERENTIAL (ODFW)

Section 1. Light Fixed Wing and Helicopter Flights.

(a) An employee who is assigned work that is performed in a light fixed wing aircraft or helicopter involving one (1) or more of the following duties, such as:

(1) flying grid patterns
(2) low altitude tracking and spotting
(3) locate and capture animals
(4) collecting census data

shall receive one dollar and fifty cents ($1.50) per hour in the performance of these duties for actual air time only.

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

Section 2. Diving Differential. Employees whose work assignment requires the use of self-contained underwater breathing apparatus or other sustained underwater diving equipment and who pass current certification for the use of such equipment will receive a differential of five dollars ($5.00) per hour or any fraction thereof, for actual diving time.

ARTICLE 27--SALARY INCREASE

For purposes of contract administration, see Letter of Agreement that affects employees who have Salary Eligibility Dates and who are not at the top step of their pay ranges.

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

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

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

Contributions to Individual Account Programs. As of the date that an employee becomes a member of the Individual Account Program established by Section 29 of Chapter 733, Oregon Laws 2003, and pursuant to Section 3 of that same Chapter, the State will pay an amount equal to six percent (6%) of the employee's monthly salary, not to be deducted from the salary, as the employee's contribution to the employee's account in that program. The full amount of the contributions paid by the Employer on behalf of employees, pursuant to the Agreement shall be considered as "salary" within the meaning of ORS 238.005(20) for purposes of computing an employee member's "final average salary" within the meaning or ORS 238.005(8), but shall not be considered to be "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to Section 32 of Chapter 733, Oregon Laws 2003.

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

For the reasons indicated above, or by mutual agreement, if the State ceases paying the applicable six

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

Section 4. Compensation Plan for Non-Strikeable Unit. The Parties agree to maintain a separate wage compensation plan for SEIU Local 503, OPEU-represented employees in the non-strikeable unit, including employees at Oregon State Hospital in positions designated as security, with the representation code of OXN or OXS. (See Appendix D.)

Section 5. New/Revised Classifications.

(a) Effective October 1, 2009, the following new and revised classifications will be established at the salary ranges listed below:

CLASS #	CLASS TITLE	SALARY RANGE
8253	Forest Lookout	11
8256	Forest Officer Entry	19
8257	Forest Officer	23
0798	Veterans' Service Officer Entry	19
0799	Veterans' Service Officer	23
8263	Wildland Fire Dispatcher Entry	11
8264	Wildland Fire Dispatcher	15
8254	Wildland Fire Suppression Spec. Entry	13
8255	Wildland Fire Suppression Specialist	17

(b) Implementation Procedure for Above Classifications. Effective October 1, 2009, all employees will retain their current salary rate in the new classification except that employees whose current rate is below the first step of the new range shall be moved to the first step in the new range and a new salary eligibility of October 1, 2010 will be assigned. For an employee whose rate is within the new salary range, but not at a corresponding salary step, his/her salary shall be adjusted to the next higher rate closest to his/her current salary, effective October 1, 2009. "Red-circle" under Article 81, Section 3 will apply when appropriate, (i.e., in cases of downward reclassification).

(c) Delete the following classifications from the compensation plan:

CLASS #	CLASS TITLE
8208	Forest Lookout
8210	Forest Officer
0315	Forestry Communications Dispatcher
0316	Forestry Communications Dispatcher Coord.
4115	Laborer 1
4114	Student Worker/Trades
0791	Veterans' Benefit Consultant

Section 6. Compensation Plan Changes.

Effective July 1, 2009, the following classifications shall be adjusted as indicated below:

CLASS #	CLASS TITLE	SALARY RANGE FROM	TO
3715	Chemist 1	23	24
3716	Chemist 2	25	26
3717	Chemist 3	27	28
3410	Environmental Engineer 1	23	25
3411	Environmental Engineer 2	27	30
3412	Environmental Engineer 3	30	32
1116	Research Analyst 2	22	23

Effective July 1, 2009, all employees will retain their current salary rate in the new range except that employees whose current rate is below the first step of the new range shall be moved to the first step in the new range and a new salary eligibility of July 1, 2010 will be assigned. For an employee whose rate is within the new salary range, but not at a corresponding salary step, his/her salary shall be adjusted to the next higher rate closest to his/her current salary, effective July 1, 2009. "Red-circle" under Article 81, Section 3 will apply when appropriate, (i.e., in cases of downward reclassification).

ARTICLE 29--SALARY ADMINISTRATION

For purposes of contract administration, see Letter of Agreement that affects employees who have Salary Eligibility Dates and who are not at the top step of their pay ranges.

Section 1. Pay.

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

(b) All employees shall be paid no later than the first day of the month. However, employees who begin work after payroll cutoff will be paid in the subsequent mid-month payroll for time worked in the affected pay period. When a payday occurs on Monday through Friday, payroll checks shall be released to employees on that day. When payday falls on a Saturday, Sunday, or holiday, employee paychecks shall be made available after 8:00 a.m. on the last working day of the month. When an employee is not scheduled to work on the payday, the paycheck may be released prior to payday if the paycheck is available and the employee has completed the "Request for Release of Payroll Check" Form AD20. However, the employee may not cash or deposit the check prior to the normal release time. Any violation of this provision may be cause for disciplinary action. All checks released early under this Article shall be accompanied by written notice from the Employer as to the normal release time and date for that employee and a statement that early cashing or depositing of the check may be cause for disciplinary action. However, this shall not apply to appropriate mid-month payroll. The release day for December paychecks dated January 1 shall be the first working day in January to avoid the risk of December's paychecks being included in the prior year's earnings for tax purposes.

(c) Employees shall be paid no less than the minimum rate of pay for their classification upon appointment to a position in state service. An entrance salary rate may exceed the minimum rate when the Appointing Authority believes it is in the best interest of the State to do so.

(d) Release of sixty percent (60%) of an employee's earned gross wages prior to the employee's designated payday shall be authorized subject to approval of the Appointing Authority, in emergency

cases upon receipt of a written request from the employee that describes the emergency. An emergency situation shall be defined as an unusual, unforeseen event or condition that requires immediate financial attention by an employee. Emergencies include but are not limited to the following circumstances:

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

Section 2. Submission of Salary Increases. Recommendations for salary increases must be made to be effective on the first day of the month and must be submitted prior to the proposed effective date. However, retroactive six (6) month and annual salary increases to correct errors or oversights and retroactive payments resulting from grievance settlements shall be authorized. The proposed effective date for retroactive six (6) month and annual salary increases must be the first day of the month no more than twelve (12) months prior to the time of submitting the correcting recommendation.

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

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

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

(b) The first six (6) months after promotion and annual periods thereafter until the employee has reached the top step in his/her salary range.

Performance-based pay shall use the following criteria:

(1) Classification specifications developed and promulgated by the Employer.

(2) An individual position description reduced to writing.

(3) Written memoranda including letters of instruction, when necessary. Work plans where used will not be accepted as a substitute for notice of deficiency.

(4) Disciplinary action.

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

Section 4. Salary on Demotion. Whenever an employee demotes to a job classification in a lower range that has a salary rate the same as the previous salary step, the employee's salary shall be maintained at that step in the lower range.

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

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

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

Section 5. Salary on Promotion.

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

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

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

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

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

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

(a) Return from Recall List. The employee's previous salary eligibility date, adjusted by the amount of break-in-service, shall be restored.

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

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

Section 9.

(a) **Rate of Pay on Return to State Service by Reemployment.** When a former employee is appointed from reemployment to a position in the same classification in which he/she was previously employed or in a related classification with the same salary range, he/she may be paid at or below the step at which he/she was being paid at the time of his/her termination. If a person is reemployed in a position in a classification with a lower salary range than that of his/her previous position, he/she may be paid at any step in the lower salary range not exceeding the rate he/she was being paid in the higher classification, except where exceptional circumstances justify payment of a higher rate. The salary eligibility date of a former employee who is appointed from reemployment shall be determined in accordance with Section 7.

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

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

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

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

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

Section 10. Recoupment of Wage and Benefit Overpayments.

(a) In the event that an employee receives wages or benefits from the Agency to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Agency shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid.

(b) The Agency shall be limited in using the payroll deduction process to a maximum period of three (3) years before the notification. An employee who disagrees with the Agency's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure.

(c) For purposes of recovering overpayments of fifty dollars ($50.00) or less, notice will be provided on the employee paystub.

(d) For purposes of recovering overpayments of more than fifty dollars ($50.00) by payroll deduction, the following shall apply:

(1) The employee and the Agency shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.

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

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

(4) Subsections (d)(1) through (d)(3) of this Section shall not apply to payroll adjustments necessitated by a discrepancy between actual hours of paid time versus hours projected for payroll purposes from one pay period to another. For example, if an employee utilizes leave without pay near the end of a month but is paid for such time because such leave without pay was not anticipated at the payroll cutoff date for that month, the employee's pay and benefit entitlements may be adjusted on the following month's paycheck.

However, under limited conditions (listed below) an exception to lump sum recoupment of wage overpayments greater than five percent (5%), as a result of leave without pay, shall apply. In these cases, an employee may request a repayment schedule not to exceed three (3) months:

(A) When entries are made by a person authorized by the Agency to complete a timesheet on behalf of an absent employee which results in overpayment.

(B) When entries on the timesheet made by an employee were correct, but the timesheet data was incorrectly input by the Agency which results in an overpayment.

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

(See Letters of Agreement in Appendix A.)

ARTICLE 29T--SALARY ADMINISTRATION

(Temporary Employees)

Section 1. Pay.

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

(b) All employees shall be paid no later than the first day of the month or semi-monthly, as appropriate. When a payday occurs on Monday through Friday, payroll checks shall be released to employees on that day. When payday falls on a Saturday, Sunday, or holiday, employee paychecks shall be made available after 8:00 a.m. on the last working day of the month, or as appropriate for hourly employees. When an employee is not scheduled to work on the payday, the paycheck may be released prior to payday if the paycheck is available and the employee has completed the "Request for Release of Payroll Check" Form AD20. However, the employee may not cash or deposit the check prior to the normal release time. Any violation of this provision may be cause for denial of future early release of paycheck. All checks released early under this Article shall be accompanied by written notice from the Employer as to the normal release time and date for that employee and a statement that early cashing or depositing of the check may be cause for denial of future early release of paycheck. However, this shall not apply to appropriate tenth (10^{th}) of the month payroll. The release day for December paychecks dated January 1 shall be the first working day in January to avoid the risk of December's paychecks being included in the prior year's earnings for tax purposes.

(c) Employees shall be paid no less than the minimum rate of pay for their classification upon appointment as a temporary employee.

(d) Release of sixty percent (60%) of an employee's earned gross wages prior to the employee's designated payday shall be authorized subject to approval of the Appointing Authority, in emergency cases upon receipt of a written request from the employee that describes the emergency. An emergency situation shall be defined as an unusual, unforeseen event or condition that requires immediate financial attention by an employee. Emergencies include but are not limited to the following circumstances:

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

Section 2. Recoupment of Wage and Benefit Overpayments.

(a) In the event that an employee receives wages or benefits from the Agency to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Agency shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid.

(b) The Agency shall be limited in using the payroll deduction process to a maximum period of three (3) years before the notification. An employee who disagrees with the Agency's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure.

(c) For purposes of recovering overpayments of fifty dollars ($50.00) or less, notice will be provided on the employee paystub.

(d) For purposes of recovering overpayments of more than fifty dollars ($50.00) by payroll deduction, the following shall apply:

(1) The employee and the Agency shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.

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

(3) The overpayment shall be recovered in amounts not exceeding five percent (5%) of the employee's wage per pay period. If an employee leaves Agency service before the Agency fully recovers the overpayment, the remaining amount may be deducted from the employee's final check(s).

(4) In the event the employee was paid for hours not worked, Subsections (b), (c), and (d) shall not apply and the overpayment is subject to immediate recoupment.

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

ARTICLE 30--PAYROLL COMPUTATION PROCEDURES

Section 1. Definitions.

(a) Permanent Full-Time: A permanent position equivalent to eight (8) hours per day or forty (40) hours per week. A permanent full-time employee will be paid on a monthly salary basis, and all benefits will be calculated on a monthly pay status basis.

(b) Permanent Part-Time: A permanent position less than permanent full-time. A permanent part-time employee will be paid on a fixed partial monthly or hourly salary basis, and all benefits will be calculated on a partial monthly or pay period, pay status basis. All permanent part-time employees whose work hours are regularly scheduled (work hours are based on a predetermined schedule) shall be paid on a fixed partial monthly basis.

(c) Seasonal Full-Time: A seasonal position normally equivalent to eight (8) hours per day or forty (40) hours per week. An employee in such position will be paid on a monthly, hourly, or fixed partial monthly salary

basis. All benefits will be calculated on a partial monthly or pay period, pay status basis, whichever is appropriate.

(d) Seasonal Part-Time: A seasonal position normally less than equivalent to eight (8) hours per day or forty (40) hours per week. An employee in such position will be paid on an hourly basis and all benefits will be calculated on a partial pay period, pay status basis.

(e) Temporary Full-Time: A temporary appointment equivalent to eight (8) hours per day or forty (40) hours per week. A temporary full-time employee will be paid on a monthly, hourly, or fixed partial monthly salary basis. Any applicable benefits will be calculated on a partial monthly or pay period, pay status basis, whichever is appropriate.

(f) Temporary Part-Time: A temporary appointment less than full time. A temporary part-time employee will be paid on a monthly, hourly, or fixed partial monthly salary basis. Any applicable benefits will be calculated on a partial monthly or pay period, pay status basis, whichever is appropriate.

(g) Number of Workdays in Month or Pay Period: Number of possible workdays in the month or pay period based on the employee's weekly work schedule, such as Monday-Friday, Tuesday-Saturday, etc. Holidays that fall within the employee's work schedule are counted as workdays for that month or pay period.

(h) Hourly Rates of Pay: The hourly equivalent of the monthly base rates of pay as published in the Compensation Plan. The hourly rates are computed by dividing the monthly salary by 173.33 (or by 162.5 for certain Printer classifications).

(i) Partial Month's Pay: A prorated monthly or pay period salary. The number of hours actually worked by an employee divided by the total number of possible hours in the month or pay period based on the work schedule, times the full monthly or pay period salary rate. For example, if the employee works 115 hours in a month or pay period with a possible work schedule of 121 hours, the partial month's pay is computed as follows:

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

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

Section 2. General Compensation.

(a) Permanent Full-Time Employees: Pay and benefits will be computed on a monthly pay status basis.

(b) Permanent Part-Time Employees:

(1) Pay and benefits will be computed on a prorated monthly or pay period basis, such as one-half (½) monthly or pay period pay for a half-time employee, or pay will be computed on an hourly basis, and pay and benefits will be normally prorated on a pay period, pay status basis. Permanent part-time employees in permanent full-time positions will be treated as permanent part-time for purposes of this Article.

(2) Employees paid on a fixed partial monthly basis shall have all extra hours worked over the regular part-time schedule paid at the hourly rate. Employees paid on a fixed partial monthly basis who work less than the regular part-time schedule shall have time deducted at the hourly rate.

(c) Seasonal Full-Time Employees: Pay and benefits will be computed on a monthly, prorated monthly, or an hourly pay period, pay status basis.

(d) Seasonal Part-Time Employees: Pay will be computed on an hourly basis, and pay and benefits will be normally prorated on a pay period, pay status basis.

(e) Job Sharing Employees: The total time worked by all job share employees in one (1) position will not exceed 1.0 FTE.

(f) Temporary Full-Time Employees: Pay and applicable benefits will be computed on a monthly, prorated monthly, or an hourly pay period pay status basis.

(g) Temporary Part-Time Employees: Pay and applicable benefits will be computed on an hourly basis, and pay will normally be prorated on a pay period, pay status basis.

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

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

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

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

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

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

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

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

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

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

ARTICLE 31--INSURANCE

Section 1. Employer Contribution.

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

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

Section 2. Full-Time Employees.

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

hours in a month.

Effective January 1, 2009 through December 31, 2009, the Employer shall make a contribution sufficient to cover the premium costs for the PEBB health, dental and basic life benefits chosen by each eligible full-time employee who has at least eighty (80) paid regular hours in a month.

For plan year January 1, 2010 through December 31, 2010, the Employer will increase its monthly contributions by up to five percent (5%) of the actual monthly composite resulting for plan year 2009.

For plan year January 1, 2011 through December 31, 2011, the Employer will increase its monthly contributions by up to five percent (5%) of the actual monthly composite resulting for plan year 2010.

If in either or both of the plan years described above, the premium increase is greater than five percent (5%), the Parties shall jointly petition the Public Employees Benefit Board to use reserve funding to pay for premium increases in excess of five percent (5%) up to a maximum of ten percent (10%) in each year.

(b) The Parties agree to jointly petition the PEBB to continue to do as follows: Employees who live in counties where the PEBB considers there to be an insufficient number of preferred primary care providers within the PPO network will receive the same level of benefits when they use a non-preferred primary care provider as they would using a preferred primary care provider.

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

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

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

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

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

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

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

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

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

(See Letters of Agreement in Appendix A.)

ARTICLE 32--OVERTIME

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

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

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

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

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

Section 4. Eligibility for Overtime Compensation.

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

- 6214 Institution RN
- 6255 Nurse Practitioner

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

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

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

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

(b) Straight Time Eligible Positions. Employees in positions, except as identified in Section 4 above, which have been determined to be executive, administrative, or professional as defined by the FLSA and ORS 653.269(5)(a) shall receive time off for authorized time worked in excess of eight (8) hours per day or forty (40) hours per week at the rate of one (1) hour off for one (1) hour of overtime worked subject to limitations of Articles 32.1-32.5. (See Letter of Agreement in Appendix A.)

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

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

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

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

Section 7. See Articles 32.1-32.5, and Letters of Agreement in Appendix A.

ARTICLE 32T--OVERTIME (Temporary Employees)

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

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

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

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

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

ARTICLE 32.1--OVERTIME (Human Services Coalition)

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

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

Section 3. Payment of Overtime. Payment of overtime shall be included in the payroll paid on the first of the month following the pay period in which overtime is worked if the overtime is reported prior to the payroll cut-off date. All eligible employees who work overtime shall be compensated for authorized overtime, either in the form of cash or compensatory time off to be determined by the employee. In the event budgetary or staffing limitations exist, in fact, and the Agency so notifies the employee in writing of the fact, with a copy to the Union, the Agency may designate the form of overtime compensation. Compensatory time accrued by employee choice may accumulate to a maximum of one-hundred twenty (120) hours. Compensatory time may be paid off quarterly at the option of the Employer.

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

Section 5. Subject to the operating requirements of the Agency, the employee may take accrued compensatory time off for overtime earned following approval by his/her supervisor. If the Agency is unable to schedule time off, the Agency shall pay cash for the balance of the unused compensatory time. If two (2) or more employees request the same time off, and the matter cannot be resolved by agreement of the employees concerned, the employee having the greatest length of continuous service with the Agency shall be granted time off. This option shall only be

used once in every twelve (12) months by an individual employee.

ARTICLE 32.2A--OVERTIME
(OYA Youth Correctional Facilities and Camps)
Section 1. This Article is intended only to provide a basis for the calculation of overtime and none of its provisions shall be construed as a guarantee of any minimum or maximum hours of work or weeks of work to any employee or to any group of employees.
Section 2. The Institution shall give forty-eight (48) hours notice of overtime to be worked, except in cases of bona fide emergency, when they shall give as much notice as possible.
Section 3.
(a) In assigning overtime work, the Institution agrees to consider any circumstances which might cause such an assignment to be an unusual burden upon the employee. When such circumstances do exist, the employee shall not be required to work unless his/her absence would cause the Institution to be unable to meet its responsibilities.
(b) Overtime shall be distributed as equally as feasible among permanent employees performing the kind of work required, and currently assigned to the cottage or work unit in which the overtime is to be worked.
Section 4.
(a) All overtime shall be first offered to volunteers within the cottage or work unit; overtime shall be assigned on a rotating basis within that cottage or work unit. The Institution shall not be required to contact employees on compensatory time, vacation, or sick leave to work overtime. In the event the employee is missed by rotation, the employee will notify his/her immediate supervisor, and through mutual agreement a make-up work period shall be assigned by the Manager or their designee.
(b) Should no volunteers be found within the cottage or work unit, campus-wide volunteers who have notified the Manager or their designee in writing shall be considered. Institution-wide volunteers must report changes in their availability as they occur. Permanent employees will be offered all overtime opportunities prior to temporary employees.
(c) Employees eligible for overtime except as provided under Article 32, Section 4, shall be compensated for overtime in the form of cash unless the employee elects to receive time off in lieu of cash at the time of signing his/her next overtime report following the overtime shift. Cash payment shall be subject to the Institution's budgetary limitations and time off in lieu of cash subject to the Institution's work requirements as provided in Article 97.2A--Scheduling of Compensatory Time Off. The Institution shall give the Union thirty (30) days notice of budgetary restrictions.
Section 5.
(a) Any employee shall be allowed to accumulate no more than eighty (80) hours of compensatory time off. When an employee accumulates hours in excess of eighty (80) hours, he/she will be paid for the excess except as provided in Article 32, Section 4.
(b) All utilization of compensatory time off shall be in accordance with the Scheduling of Compensatory Time Off Article.
Section 6.
(a) If an employee works two (2) consecutive shifts, or the greater part of the second shift, the employee will either:
(1) be provided a meal to be served at the regular mealtime of the Institution or, if the shift includes no such time, at a time mutually acceptable to the supervisor and the employee, or
(2) the employee will be eligible for a five dollar and fifty cents ($5.50) penalty payment from the Institution if the Institution is unable to provide the meal.
(b) If the supervisor and the employee mutually agree to schedule a relieved meal break prior to starting the second shift, the above shall not apply.
(c) This Section shall not apply if the employee is eligible for payment under Article 36--Travel Allowance.
(See Letter of Agreement in Appendix A.)

ARTICLE 32.2C,E,G,H--OVERTIME (OSH, EOTC, BMRC, Pendleton Cottage)
Section 1. This Article is intended only to provide a basis for the calculation of overtime and none of its provisions shall be construed as a guarantee of any minimum or maximum hours of work or weeks of work to any employee or to any group of employees.
Section 2. The Institution or Facility shall give as much notice as possible of overtime to be worked. However, the Institution or Facility will consider any circumstances that might cause an assignment to be an unusual burden upon an employee and when such circumstances do exist, the employee shall not be required to work unless his/her absence would cause the Institution or Facility to be unable to meet its responsibilities or there is an emergency involving the public health or safety.
Section 3. Overtime shall be distributed as equitably as feasible among qualified employees customarily performing the kind of work required, and currently assigned to the work section in which the overtime is to be worked.
Section 4.
(a) Where employees are subject to the provisions of the FLSA, they shall receive cash for overtime worked unless the employee requests in writing on or before the fifteenth (15th) of the month to receive compensatory time. Payment for overtime shall be made no later than the first (1st) of the month following the timekeeping period in which the overtime was worked.
(b) Employees excluded from FLSA shall receive compensatory time pursuant to Article 32--Overtime.
Section 5.
(a) If an employee works two (2) consecutive shifts, or the greater part of the second shift, the employee will either:
(1) be provided a meal to be served at the regular mealtime of the Institution or Facility or, if the shift includes no such time, at a time mutually acceptable to the supervisor and the employee, or
(2) the employee will be eligible for a five dollar and fifty cents ($5.50) penalty payment from the Institution or Facility if the Institution or Facility is unable to provide the meal.
(b) If the supervisor and the employee mutually agree to schedule a relieved meal break prior to starting the second shift, the above shall not apply.

(c) This Section shall not apply if the employee is eligible for payment under Article 36--Travel Allowance.

(See Letters of Agreement in Appendix A.)

ARTICLE 32.2K--OVERTIME

(OYA Administration and Field Services)

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

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

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

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

(See Letter of Agreement in Appendix A.)

ARTICLE 32.3--OVERTIME (ODOT Coalition)

Section 1. Assignment of Overtime.

(a) In assigning overtime work, the Agency agrees to consider any circumstances which might cause such an assignment to be an unusual burden upon the employee. When such circumstances do exist, the employee shall not be required to work unless his/her absence would cause the Agency to be unable to meet its responsibilities.

(b) Non-bargaining unit employees or excluded supervisory personnel shall not perform overtime work which is normally done by employees working under the jurisdiction of this Agreement except when:

(1) performed to assist or instruct an employee who does not have sufficient training or experience to perform the job assigned; or

(2) filling vacancies temporarily due to absence of personnel until a replacement or replacements can be obtained; or

(3) performing emergency work where prompt execution of the work is essential to insure safety and to protect state property and/or employees; or

(4) the performance of such work by him/her is part of the normal operation of the work unit.

Section 2. Notice of Overtime. The Agency shall give as much notice as possible of overtime to be worked.

Section 3. Distribution of Overtime. Overtime shall be distributed equally, as feasible, among employees customarily performing the kind of work required and assigned to the work unit in which the overtime is to be worked. Employees not required to work under this Section shall have the overtime forgone recognized for the sole purpose of equalization.

Section 4. Limitation on Hours.

(a) No employee shall be required to work more than a twelve (12) hour shift or thirteen (13) continuous hours without being given the opportunity to take an off-duty period of no less than ten (10) hours. This provision does not apply to Forestry employees on fires or ODFW employees.

(b) Forestry employees assigned to project fires will, within manpower limitations, be provided the opportunity to take rest periods within the first twenty-four (24) hours an employee is assigned to a project fire. The employee's regular workshift shall count toward the twenty-four (24) hour period when there is no off-duty break between their regular shift and assignment to a project fire.

After the initial twenty-four (24) hour period described above, employees will be given a seven (7) hour off-duty rest period, except in situations beyond the Agency's control. Further, except in situations beyond the Agency's control, no employee shall be required to work more than a sixteen (16) hour shift or seventeen (17) continuous hours without being given the opportunity to take another off-duty period of no less than seven (7) hours.

Section 5. Payment of Overtime.

(a) ODOT, OPRD.

(1) Payment for overtime shall be no later than one (1) month following the pay period in which the overtime is worked.

(2) All employees shall receive cash for overtime worked. If, however, the employee wishes to receive compensatory time off in lieu of cash, he/she may opt to receive compensatory time up to an accumulation of one-hundred and twenty (120) hours. Over an accumulation of one-hundred and twenty (120) hours, the Employer may refuse to allow the employee to continue to accrue compensation time in lieu of cash.

Subject to the restriction listed above, an employee's request for cash or compensatory time will remain in effect until the employee elects a change. The employee may not elect such a change more than once per month. (See Letter of Agreement in Appendix A.)

(b) Forestry.

(1) Payment for overtime shall be no later than one (1) month following the pay period in which the overtime is worked.

(2) Overtime will be paid in cash whenever funds are available, except an employee shall have the option of maintaining a maximum of one-hundred and twenty (120) hours of compensatory time for authorized overtime. Employees must indicate their preference to accumulate compensatory time in lieu of cash. An employee's request for cash or compensatory time will remain in effect until the employee elects a change. The employee may not elect a change more often than once a month. All overtime earned on fires outside the assigned district, and overtime earned as "extra costs" within the district will be paid in cash at the rate specified in Article 32, Section 4 of this Agreement. Straight time eligible positions may be paid cash when such time is earned on in-district fires. Such cash payment may be made when mutually agreed by the employee and the Agency. When funds are not available for cash payment of overtime, compensatory time may exceed one-hundred and twenty (120) hours and compensation will be in the form of compensatory time off up to the maximum allowable under the Fair Labor Standards Act (most employees two-hundred forty (240) hours).

(c) ODFW.

(1) Payment for overtime shall be no later than one (1) month following the pay period in which the overtime is worked.

(2)

(A) All FLSA non-exempt employees shall receive compensatory time off for authorized overtime worked. If, however, the employee wishes to receive cash in lieu of compensatory time off, he/she may opt to receive cash. Subject to the restriction listed in Subsection (B) of this Section, an employee's request for cash or compensatory time off will remain in effect until the employee elects a change. The employee may not elect such a change more than once per month.

(B) All employees will have the option of maintaining a maximum balance of one-hundred twenty (120) hours of accrued compensatory time off by June 30 of each calendar year. Taking compensatory time off shall be subject to prior approval of the employee's immediate supervisor.

Section 6. Compensatory Time Off.

(a) Subject to the operating requirements of the Agency, employees shall have their choice of compensatory time off. If two (2) or more employees request the same period of time off and the matter cannot be resolved by agreement of the employees concerned, the employee having the greatest length of service with the Agency shall be granted the time off. Compensatory time may be used in lieu of vacation leave or sick leave with management approval, provided the employee is not on written notice for attendance issues.

(b) Employees shall be allowed the option of taking compensatory time off in combination with vacation leave. However, compensatory time off taken in this manner shall be subject to the provisions of the Vacation Article rather than the provision of this Article.

(c) ODOT and OPRD, Except Forestry. Each employee shall be allowed to accrue compensatory time up to a period of one (1) year from date of accrual. The Agency shall notify each employee thirty (30) days in advance of the one (1) year accrual date of the compensatory time that should be used up. When the employee receives notice of the yearly accrual date, the Agency may schedule the employee to take the time off during that thirty (30) day period. If the Agency cannot schedule the employee for time off, the Agency shall pay cash for the compensatory time that will exceed one (1) year from date of accrual.

(d) ODFW. Each employee shall be eligible to accrue and use compensatory time off through June 30 of each calendar year. The Agency shall notify each employee by January 1 of each calendar year of their accrued compensatory time off balances. In order to reduce an employee's compensatory time off balance to one-hundred twenty (120) hours or below, the Agency may schedule the employee to take time off from March 1 to June 30 in the same calendar year. If the Agency cannot schedule the employee for the time off, the Agency shall pay down to one-hundred twenty (120) hours for the compensatory time off not used by June 30 of each calendar year.

Section 7. Forestry.

(a) An employee occupying an FLSA-exempt position shall have their overtime pay rate changed from one (1) hour of time off for every hour of authorized overtime worked that exceeds eight (8) or ten (10) hours in a day, whichever is applicable, or forty (40) hours in a workweek to time and one-half (1 ½) for any authorized overtime worked that exceeds eight (8) or ten (10) hours in a day, whichever is applicable, or forty (40) hours in a workweek when all of the following conditions are met:

(1) The employee is relieved of all of his/her regularly assigned duties and assigned by the Agency to perform assigned duties during a fire emergency or other incident; and,

(2) The Agency has authorized the employee to work overtime.

(3) The term "other incident" shall be defined as flood, earthquake, or insect infestation that requires the Agency to mobilize an incident management team.

(b) The terms and conditions under which the FLSA-exempt employee will receive time and one-half (1 ½) overtime pay under this Agreement will be consistent with Article 32.3, Section 5(b)(2) of this Agreement.

(c) When an employee is released from fire emergency or other incident duties and returns to his/her regularly assigned duties, the employee will receive the overtime pay rate consistent with Article 32, Section 4(b) of this Agreement.

(See Letters of Agreement in Appendix A.)

ARTICLE 32.5A,B,C,D,E,F,G,U,X--OVERTIME

(Education including OSD, Water Resources, Library, Treasury, Department of Administrative Services, Commission for the Blind, PERS, DCCWD, OWEB)

Section 1. Distribution of Overtime. Overtime work shall be distributed as equally as is feasible among qualified employees in the work unit who normally do the particular type of work needed. In the Department of Administrative Services, "work unit" for this purpose means the employees who, by position description, normally perform the particular type of work involved at the worksite that is involved. When such an assignment creates a burden for

the employee, the Agency agrees to attempt to assign it to another qualified employee or to cancel the assignment. When such burden exists, the employee shall not be required to work unless his/her absence would cause the Agency to be unable to meet its responsibilities.

Section 2. Notice of Overtime. The Agency will give employees as much notice as practicable that overtime will be required.

Section 3. Payment for Overtime. Payment of overtime shall be included in the payroll paid the month following the pay period in which overtime is worked if the overtime is reported prior to the payroll cut-off dates, provided, however, that payment shall be made no later than thirty-one (31) days after overtime work is reported.

Section 4. Overtime Rest Periods. If an employee is assigned one (1) or more hours of overtime work contiguous to his/her regular workshift or is called back within one (1) hour of his/her scheduled quitting time, the Agency will provide a fifteen (15) minute rest period after two (2) hours of overtime completed.

Section 5. Compensatory time shall be scheduled, as much as possible, at the convenience of the employee, consistent with the operating requirements of the Agency. In the case of conflict between two (2) or more employees in the same work area, the employee who first requested this time shall be given preference. If the conflict again occurs between these employees, such conflict shall be resolved on a rotating basis. This time off shall be utilized within one (1) year of being earned or shall be paid in cash except as provided in Article 32, Section 4.

Section 6. Election of Cash/Compensatory Time Off.

- Water Resources/OWEB—Except as provided in Article 32, Section 4, employees shall receive compensatory time for overtime worked unless the eligible employee elects to receive cash subject to budgetary depletion. If the eligible employee wishes to receive cash in lieu of compensatory time off, the employee must request this method of compensation no later than the first regular working day following the date the overtime was worked.
- Library—Under normal circumstances, compensation for authorized overtime will be compensatory time off. Cash payment for overtime must be authorized in advance in writing by the Division Administrator except as provided in Article 32, Section 4.
- Treasury—Eligible employees shall receive cash for overtime worked, except as provided in Article 32, Section 4, unless the employee elects to receive compensatory time off. If the employee wishes to receive compensatory time off in lieu of cash, the employee must request this method of compensation no later than the first regular workday following the date the overtime was worked.
- Commission for the Blind—Eligible employees, except as provided in Article 32, Section 4, shall receive either cash or compensatory time off for working authorized overtime. An employee shall make a request to the Agency no later than the first workday following the date the overtime is worked for either cash or compensatory time off. In instances of overtime assignment when monies budgeted to Personal Services are exhausted, overtime compensation shall be paid by compensatory time off. The employee requested to work such overtime shall be advised that payment will be compensatory time off at the time of the request. Employees who decline overtime for reason of non-cash payment shall not have such time counted for purposes of equalization.
- PERS—Eligible employees, except as provided in Article 32, Section 4, shall receive compensatory time off for overtime worked unless the employee elects to receive cash, subject to budgetary limitation and workload requirements. If the employee wishes to receive cash in lieu of compensatory time off, the employee must request this method of compensation prior to accepting assignment of the overtime.
- Education including OSD—Except as provided in Article 32, Section 4, eligible employees shall have the option of cash payment or compensatory time off for overtime worked.
- Department of Administrative Services—Except as provided in Article 32, Section 4, eligible employees shall be compensated in cash for overtime worked. An employee may request to accrue compensatory time off for overtime worked in lieu of cash. Such requests must be in writing and filed with the employee's immediate supervisor no later than the first regular workday following the date the overtime was worked. The supervisor shall promptly approve or deny such requests based on the availability of funds and operating needs of the organization. Requests for compensatory time for overtime which are in conflict with the provision of the Fair Labor Standards Act shall not be granted.
- DCCWD—Except as provided in Article 32, Section 4, eligible employees shall have the option of cash payment or compensatory time off for overtime worked.

Section 7. OSD Only. The Employer will pay one-half (½) hour overtime to Dorm Counselors who are unable to take their rest breaks. Further, should scheduling of LPNs and/or Child Care Workers result in their being unable to take breaks in the future, those employees will also be paid one-half (½) hour overtime.

ARTICLE 32.5H,N,Q,T,V--OVERTIME (Justice, Revenue, DCBS, Veterans' Affairs, WCB)

Section 1. Distribution of Overtime. Overtime work assignments shall be distributed as equally as is feasible among employees in the work unit who normally do the particular type of work needed. When such an assignment is a burden to the employee, the Agency agrees to attempt to assign it to another employee or cancel the assignment. When such burden exists, the employee shall not be required to work unless his/her absence would cause the Agency to be unable to meet its responsibilities.

Section 2. Notice of Overtime. The Agency will give employees as much notice as practicable that overtime will be required.

Section 3. Payment for Overtime. Cash payment for overtime shall be paid not later than the first (1st) of the second month following the calendar month in which the overtime was worked.

Section 4. Overtime Rest Periods. If an employee is assigned one (1) or more hours of overtime work contiguous to his/her regular workshift or is called back within one (1) hour of his/her scheduled quitting time, the Agency will provide a fifteen (15) minute rest period after two (2) hours of overtime completed.

Section 5. Compensatory time shall be scheduled, as much as possible, at the convenience of the employee,

consistent with the operating requirements of the Agency. In the case of conflict between two (2) or more employees in the same work area, the employee who first requested this time shall be given preference. If the conflict again occurs between these employees, such conflict shall be resolved on a rotating basis. This time off shall be utilized within one (1) year of being earned or shall be paid in cash, except as provided for in Article 32, Section 4.

Section 6. Election of Cash/Compensatory Time Off.

- Justice—

(a) Employees eligible for compensation for overtime worked shall receive compensatory time, if overtime is required, unless the employee elects to receive cash, except as provided for in Article 32, Section 4. The eligible employee will receive compensatory time unless he/she requests cash no later than thirty (30) days following the date the overtime was worked.

(b) If an employee eligible for compensation volunteers for an overtime opportunity, the Agency shall determine the method of compensation if the overtime is a result of periodic peak workloads pursuant to Article 32, Section 4.

- Revenue—Subject to the operating requirements and budgetary limitations of the Agency, compensation for overtime shall be in the form of cash or compensatory time off at the discretion of the employee, except as provided for in Article 32, Section 4.
- DCBS—All employees who work authorized overtime shall be paid or receive compensatory time off, except as provided for in Article 32, Section 4. If the eligible employee has a preference for either kind of compensation, he/she must make the request no later than the first regular workday following the date the overtime was worked.
- Veterans' Affairs—Compensation for overtime shall be in the form of cash or compensatory time off at the discretion of the eligible employee except as provided for in Article 32, Section 4; however, the Agency may require employees to take compensatory time subject to the budgetary limitations of the Agency.
- WCB—All employees who work authorized overtime shall be paid or receive compensatory time off except as provided for in Article 32, Section 4. If the eligible employee has a preference for either kind of compensation, he/she must make the request prior to the date the overtime is to be worked.

(See Letter of Agreement in Appendix A.)

ARTICLE 32.5I,P--OVERTIME (OHCS, OSAC)

Section 1. Overtime work assignments shall be distributed as equally as possible among qualified employees within the department who normally do the type of work needed. Overtime assignments shall first be offered on a voluntary basis to qualified employees within the department requiring the work. If there are no volunteers, the Agency shall require authorized overtime to be worked. Required overtime assignments shall be assigned on a rotating basis. When such an assignment is a burden to the employee, the Agency shall assign the overtime to another employee to be worked. Any employee who refuses any overtime opportunity relinquishes by that amount his/her claim to equal overtime.

Section 2. Notice of Overtime. The Agency will give employees as much notice as practicable that overtime will be required.

Section 3. Payment of Overtime. Cash payment for overtime shall be paid not later than the first (1st) of the second month following the calendar month in which the overtime was worked.

Section 4. Compensatory time off shall be scheduled, as much as possible, at the convenience of the employee, consistent with the operating requirements of the Agency. In the case of conflict between two (2) or more employees in the same work unit, the employee who first requested this time shall be given preference. If the conflict again occurs between these employees, such conflict shall be resolved on a rotating basis. This time off shall be utilized within one (1) year of being earned or shall be paid in cash, except as provided for in Article 32, Section 4.

Section 5. Subject to the operating requirements and budgetary constraints as determined by the Agency, employees shall have the option of cash payment or compensatory time off for overtime worked except as provided in Article 32, Section 4. The supervisor shall inform the employee what type of compensation is available before the overtime is worked pursuant to Article 32, Section 4. The type of compensation available will be consistent within each department.

ARTICLE 32.5O,W--OVERTIME

(Oregon Health Licensing Agency, Health-Related Licensing Boards)

Section 1. Distribution of Overtime. Overtime shall be distributed as equally as feasible among qualified employees customarily performing the kind of work required, and currently assigned to the work unit in which the overtime is to be worked. When the assignment of overtime work causes an unusual burden upon the employee, the employee shall not be required to work overtime unless the absence would cause the Agency to be unable to meet its responsibilities.

Section 2. Notice of Overtime. The Agency shall give as much notice as possible of overtime to be worked.

Section 3. Payment of Overtime. Payment of overtime shall be included in the payroll paid on the first (1st) of the month following the pay period in which overtime is worked if the overtime is reported prior to the payroll cut-off date. All eligible employees required to work overtime shall be compensated for authorized overtime, either in the form of cash or compensatory time off to be determined by the employee, except as provided in Article 32, Section 4. The eligible employee shall indicate his/her choice when notified of having to work the overtime or shall lose the choice option. In the event budgetary or staffing limitations exist, in fact, and the Agency so notifies the employee in writing of the fact, with a copy to the Union, the Agency may designate the form of overtime compensation. Compensatory time accrued by employee choice may accumulate to a maximum of eighty (80) hours. Compensatory time may be paid off quarterly at the option of the Employer, except as provided in Article 32, Section 4.

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

Section 5. Subject to the operating requirements of the Agency, the employee may take accrued compensatory time off for overtime earned following approval by his/her supervisor. If the Agency is unable to schedule time off, the Agency shall pay cash for the balance of the unused compensatory time except as provided in Article 32, Section 4. If two (2) or more employees request the same time off, and the matter cannot be resolved by agreement of the employees concerned, the employee having the greatest length of continuous service with the Agency shall be granted time off. This option shall only be used once in every twelve (12) months by an individual employee.

ARTICLE 32.5R--OVERTIME (Agriculture)

Section 1. Distribution of Overtime. Overtime work assignments shall be distributed as equally as is feasible among employees in the work unit who normally do the particular type of work needed. When such an assignment is a burden to the employee, the Agency agrees to attempt to assign it to another employee or cancel the assignment. When such burden exists, the employee shall not be required to work unless his/her absence would cause the Agency to be unable to meet its responsibilities. The provisions of this Article shall not apply to employees in the classifications of Livestock Brand Inspector, who shall continue to be paid the full-time monthly rate as per the current practice.

Section 2. Notice of Overtime. The Agency will give employees as much notice as practicable that overtime will be required.

Section 3. Payment for Overtime. Cash payment for overtime shall be paid not later than the first (1st) of the second month following the calendar month in which the overtime was worked.

Section 4. Overtime Rest Periods. If an employee is assigned one (1) or more hours of overtime work contiguous to his/her regular workshift or is called back within one (1) hour of his/her scheduled quitting time, the Agency will provide a fifteen (15) minute rest period after two (2) hours of overtime completed.

Section 5. Compensatory time shall be scheduled, as much as possible, at the convenience of the employee, consistent with the operating requirements of the Agency. In the case of conflict between two (2) or more employees in the same work area, the employee who first requested this time shall be given preference. If the conflict again occurs between these employees, such conflict shall be resolved on a rotating basis. This time off shall be utilized within one (1) year of being earned or shall be paid in cash except as provided in Article 32, Section 4.

Section 6. Election of Cash/Compensatory Time Off. Except for employees in classifications of Laborer 1 and 2, and Agricultural Worker, an employee may elect to receive either cash or compensatory time off for overtime worked except as provided in Article 32, Section 4. Overtime worked by employees in classifications of Laborer/Student Worker and Agricultural Worker will be compensated in cash.

ARTICLE 32.5S--OVERTIME (BOLI)

Section 1. Distribution of Overtime. Overtime work assignments shall be distributed as equally as is feasible among employees in the work unit who normally do the particular type of work needed. When such an assignment is a burden to the employee, the Agency agrees to attempt to assign it to another employee or cancel the assignment. When such burden exists, the employee shall not be required to work unless his/her absence would cause the Agency to be unable to meet its responsibilities. Distribution of overtime does not apply to Apprenticeship Representatives. Overtime distribution is determined by work assignment.

Section 2. Notice of Overtime. The Agency will give employees as much notice as practicable that overtime will be required.

Section 3. Payment for Overtime. Cash payment for overtime shall be paid not later than the first (1st) of the second month following the calendar month in which the overtime was worked.

Section 4. Overtime Rest Periods. If an employee is assigned one (1) or more hours of overtime work contiguous to his/her regular workshift or is called back within one (1) hour of his/her scheduled quitting time, the Agency will provide a fifteen (15) minute rest period after two (2) hours of overtime completed.

Section 5. Compensatory time shall be scheduled, as much as possible, at the convenience of the employee, consistent with the operating requirements of the Agency. In the case of conflict between two (2) or more employees in the same work area, the employee who first requested this time shall be given preference. If the conflict again occurs between these employees, such conflict shall be resolved on a rotating basis. This time off shall be utilized within one (1) year of being earned or shall be paid in cash except as provided in Article 32, Section 4.

Section 6. Election of Cash/Compensatory Time Off. All employees shall receive compensatory time off for authorized overtime worked unless the employee requests to receive cash at the time the overtime work is assigned, in which case the employee shall receive cash except as provided in Article 32, Section 4.

ARTICLE 33.2A--MEAL ALLOWANCE

(OYA Institutions)

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

ARTICLE 33.3A--MEAL ALLOWANCE

(ODOT Except DMV)

Section 1. Meal Allowance While Not on Travel Status. Eligible Classifications: Machinist; Automotive Technicians; Electrician; Heavy Equipment Technician Entry, 1, & 2; Transportation Maintenance Specialist 1 & 2; Transportation Maintenance Coordinator 1 & 2 and Transportation Operations Specialist or their successor classifications.

Section 2. Allowance Amount. An employee in the above classifications, who is required to work ten (10) consecutive hours or more for those on a five/eight (5/8) schedule or twelve (12) consecutive hours or more for those on a four/ten (4/10) schedule and when, because of such extra work, is not permitted by the supervisor to return to his/her residence for a meal, shall receive a meal allowance of twelve dollars ($12.00). This provision shall not apply to any employee on an assignment where any form of travel expense is being allowed.

Section 3. Allowance Limitation. Any employee working sixteen (16) to twenty-four (24) consecutive hours shall receive an additional five dollars ($5.00) for a total of seventeen dollars ($17.00) for the twenty-four (24) hour period.

ARTICLE 33.3C--MEAL ALLOWANCE (Forestry)

Any employee who is required to work two (2) hours or more past their scheduled shift and cannot leave the job site for a meal due to the nature of their assignment such as work on slash burns, spray projects, fires, or dispatch support to such activities will be provided one (1) meal during every six (6) hours of work. These meals will be normally provided through commercial facilities arranged for in advance by the Agency. If the Agency fails to supply said meal, the employee will be given an allowance rate equivalent to the meal missed in accordance with the in-state meal rate covering SEIU Local 503, OPEU-represented Agency employees. Employees who, by their own decision, fail to use the facilities arranged for will not receive said allowance or be reimbursed for expenses they may incur by eating elsewhere, unless they have a licensed physician's prescription for a medically necessary special diet. The prescription must clearly specify the special dietary need. This provision does not apply to situations described in Article 36.3A,C at Section 3(b), nor overtime work situations that employees might work to meet project deadlines but are able to leave their job site for a meal.

ARTICLE 34--STANDBY DUTY/ON-CALL DUTY

Section 1. Standby Duty.

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

(b) Compensation for standby duty shall be at FLSA-eligible employee's straight time rate of pay or for FLSA-exempt employees hour for hour compensatory time off. Overtime hours shall be at the appropriate overtime pay rate pursuant to Article 32.

Section 2. On-Call Duty.

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

(b) An employee shall be assigned on-call duty when specifically required to be available for work outside his/her working hours and not subject to restrictions which would prevent the employee from using the time while on-call effectively for the employee's own purposes.

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

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

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

ARTICLE 35.1M--PHONE CALLS (DHS Non-Institutions)

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

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

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

ARTICLE 35.2K--PHONE CALLS

(OYA Administration and Field Services)

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

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

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

NOTE: The term "emergent" as used above is in accordance with Webster's 7th NEW Collegiate, 1972, #2 definition.

ARTICLE 36--TRAVEL POLICY

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

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

the Union.

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

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

ARTICLE 36T--TRAVEL POLICY

(Temporary Employees)

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

ARTICLE 36.1M--TRAVEL POLICY

(DHS Non-Institutions)

With prior supervisory authorization, an employee shall be reimbursed actual costs for his/her meal and the cost of the meal for a client(s) who is/are in the care, custody or control of DHS, when it is reasonably necessary to transport/supervise a client(s) through a meal period. Receipts are required and reimbursement shall not exceed the in-state meal rates.

ARTICLE 36.2A--TRAVEL POLICY (OYA Institutions)

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

ARTICLE 36.2K--TRAVEL POLICY

(OYA Administration and Field Services)

Conference Meals and Other Meal Reimbursement.

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

ARTICLE 36.3A,C--TRAVEL POLICY (ODOT, Forestry)

Section 1. The Department of Administrative Services' Travel Policy shall apply to bargaining unit employees represented by the Union in the above Agencies except where noted below.

Section 2. This Section supplements section .101 of the Travel Policy:

(a) Immediate excluded supervisors or their superiors shall determine the necessity for travel, type of travel assignment and the basis of travel expense allowance or reimbursement. The basis for travel expense allowance or reimbursement will be determined prior to the employee's departure and will be made considering the following factors:
    (1) availability of commercial facilities;
    (2) duration of continuous travel assignment;
    (3) nature of work assignment;
    (4) overall cost to the Agency; and,
    (5) circumstance of the employee.

Only one (1) basis of travel expense allowance or reimbursement shall be utilized for any one (1) travel assignment, unless more than one (1) basis is authorized by the immediate excluded supervisor or their superior. If an employee is directed by his or her supervisor to use commercial lodging, the employee will receive commercial lodging reimbursement. Travel expense allowance or reimbursement will be paid only when the employee is absent from his/her official station, unless otherwise authorized in advance.

Section 3. Individual Expense Reimbursement Basis.

Forestry Only. During fires and other emergency situations when an employee is required to be absent from his/her official station, the Agency will provide meals and lodging to the employee after arrival at the fire or emergency site. These meals and lodging are normally provided through the use of facilities such as a fire camp or commercial facilities.

If an employee is absent from his/her official station and traveling to the fire or other emergency site and stops for a commercially prepared meal, he/she will receive a meal allowance consistent with sections .113 (Meal Per Diem During Non-Overnight Travel) and .114 (Application of Meal Per Diem Rates) of the Department of Administrative Services Travel Policy. Travel status will begin when the employee departs from his/her official station and end upon the employee returning to his/her official station. An employee will not be reimbursed for a meal or lodging expenses incurred as a result of the failure to use facilities as normally provided by the Employer.

An employee who has arrived at a fire or emergency site will receive the Non-Commercial Lodging rate for each Agency-approved rest period for which lodging is not provided.

Section 4. Traveling Crews. This Section shall replace Non-Commercial Lodging Per Diem and Meal Per Diem of the Policy:

Per Diem Basis.

(a) An employee placed on a temporary assignment or assigned to a traveling crew and who is absent from his/her official station and who provides his/her own lodging shall be paid an allowance of two dollars and sixty-seven cents ($2.67) per hour or sixty-four dollars ($64.00) per day, and, if the amounts of the Non-Commercial Lodging Per Diem or the standard daily meal allowance specified in Appendix A of the DAS Travel Policy are changed, these amounts will be changed accordingly. Such allowance shall begin on the hour when he/she is absent from the official station and end on the hour when he/she returns to the official station. This Subsection does not apply to the

circumstances described in Section 3.

(b) An employee placed on a temporary assignment or assigned to a traveling crew and who is absent from his/her official station and who is lodged in an Employer-provided facility, as defined in Section 5(a)(3) or where camping is necessary to perform the assigned duties, shall be paid an allowance of one dollar and sixty-three cents ($1.63) per hour or thirty-nine dollars ($39.00) per day. Such allowance shall begin on the first hour he/she is absent from the official station and end on the hour of return to the official station. This Subsection does not apply to the circumstances described in Section 3.

(c) Per diem allowances shall be considered to be full and complete reimbursement for personal travel; use of and transporting personally owned or rented camping equipment, trailers or motor homes; private vehicle mileage; motel, hotel or meal expense; and other incidental costs related to subsistence expense while on authorized travel.

(d) Travel to and from a per diem assignment will normally be in Employer-furnished vehicles. Transportation of employee-owned camping equipment and private vehicles, at the beginning and end of a per diem assignment, will be accomplished on Employer time. No mileage for privately owned or rented equipment will be allowed without prior approval of the Agency. Such approval will not be considered unless such equipment will be used on Employer-authorized business.

(e) Per diem will be paid on a continuous calendar day basis, including weekends, from the beginning through the end of an assignment. Weekend per diem will be allowed only when an employee is at the temporary work location on the last workday of the workweek and is at the temporary work location at the beginning of the normal shift on the first day of the following workweek.

Per diem payment will stop at the end of the last hour worked if an employee leaves on vacation, and will continue when the employee resumes work at the temporary work location. Per diem allowance for sick leave will be paid for days on which sick leave is taken up to a maximum of three (3) days in any one (1) per diem assignment, provided the employee would have receive the allowance had he/she worked and provided the employee remains at the temporary work location.

Section 5. This Section shall supplement section .110 of the Policy.

(a) Definitions:

1. Official station:
   (A) ODOT, Including DMV - the building, office, assembly point or other similar location to which an employee is permanently assigned or to which he/she is scheduled to report for work.
   (B) Forestry Only - the geographic work area (unit or district) or, where appropriate, the building or office to which an employee is normally assigned.
2. Transportation expenses may consist of:
   (A) Commercial carrier fare;
   (B) State shuttle bus;
   (C) State car;
   (D) Emergency repairs to State vehicles;
   (E) Parking and garage fees for State or authorized privately owned vehicles;
   (F) Bridge tolls;
   (G) Necessary taxi, limousine or bus fares;
   (H) Private car mileage and rental cars, except as limited by the Policy; or,
   (I) Other charges essential to transport from and to the official station.
3. Employer-Provided Facility - means a trailer or building owned or leased by the Employer which is equipped with complete bathing or shower facilities, cooking facilities (where meals are not otherwise provided by the Employer) and individual bunks.
4. Forestry Only.
   (A) Employees who are assigned overnight duties away from their work station but within their official station, will be eligible for travel expense.
   (B) Work station is defined as the location to which an employee normally reports to work.
   (C) Nothing in this Section is intended to restrict supervisor's rights provided in Section 2 of this Article.

Section 6. DMV – Transportation Services Representatives. When an employee is required to report for work at a location away from his/her regularly assigned office, he/she shall be authorized pay for time spent traveling to and from the new location unless the new location is closer to the employee's residence than the regularly assigned office.

Section 7. The Employer shall give the Union at least thirty (30) days advance notice of any proposed changes to the Department of Administrative Services Travel Policy (#40.10.00.PO). Such changes which involve a mandatory subject of bargaining shall be subject to negotiation if requested by the Union.

Section 8. Non-Overnight Travel (ODOT Only). Any bargaining unit employee, except employees occupying classifications listed in Article 33.3A, shall be eligible for meals during non-overnight travel as provided in Section .113 of the Department of Administrative Services Travel Policy.

ARTICLE 37--MILEAGE REIMBURSEMENT

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

ARTICLE 38--MOVING EXPENSES

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

ARTICLE 40--PENALTY PAY

(All Coalitions Except ODOT)

Section 1. Call Back Compensation.

(a) Call back is an occasion where an employee has been released from duty and is called back to work prior to his/her normal starting time. On such occasions, the employee's scheduled or recognized shift shall be made available for work, except that the Agency shall not be obligated to work the employee more than twelve (12) consecutive hours and the employee may choose not to work more than twelve (12) consecutive hours, excluding meal periods, of combined call back time and regular shift time.

(b) An employee who is called back to work outside his/her scheduled workshift shall be paid a minimum of the equivalent of two (2) hours pay at the overtime rate of pay computed from when the employee actually begins work. After two (2) hours work, in each call back situation, the employee shall be compensated at the appropriate rate of pay for time worked.

(c) This provision does not apply to telephone calls at home or overtime work which is essentially a continuation of the scheduled workshift.

Section 2. Reporting Compensation.

(a) Reporting time is the time designated or recognized as the start of the daily workshift or weekly work schedule.

(b) An employee's reporting time may be changed two (2) hours earlier or two (2) hours later, or less, without penalty, if the employee is notified a minimum of twelve (12) hours before the next regularly scheduled reporting time. If the employee's reporting time is changed without proper notice, the employee shall be entitled to a penalty payment of fourteen dollars ($14.00).

(c) An employee's reporting time may be changed more than two (2) hours, earlier or later, without penalty, if the employee is notified a minimum of five (5) workdays in advance. If the employee's reporting time is changed without the required notice, the employee shall be entitled to a penalty payment of twenty-one dollars ($21.00). The penalty payment shall continue until the notice requirement is met or the employee is returned to his/her reporting time(s), whichever occurs first.

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

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

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

ARTICLE 40.3--WORK SCHEDULE PREMIUM PAY

(ODOT Coalition)

Section 1. Call Back Compensation.

(a) Call back is an occasion where an employee has been released from duty and is called back to work prior to his/her normal starting time. On such occasions, the employee's scheduled or recognized shift shall be made available for work, except that the Agency shall not be obligated to work the employee more than twelve (12) consecutive hours and the employee may choose not to work more than twelve (12) consecutive hours, excluding meal periods, of combined call back time and regular shift time.

(b) An employee who is called back to work outside his/her scheduled workshift shall be paid a minimum of the equivalent of two (2) hours pay at the overtime rate of pay computed from when the employee actually begins work. After two (2) hours work, in each call back situation, the employee shall be compensated at the appropriate rate of pay for time worked.

(c) This provision does not apply to overtime which is essentially a continuation of the scheduled workshift.

(d) ODOT Coalition (Except ODFW).

(1) An employee who responds to a telephone call at home outside his/her work schedule hours and the employee is required to perform assigned duties, by a management representative or their designee, at his/her home will be compensated for actual time worked at the appropriate overtime rate of pay/compensatory time but no less than thirty (30) minutes per call. Time spent on the telephone call or work related to the telephone call must be at least fifteen (15) minutes in duration.

(2) The employee will not receive additional compensation if the employee receives multiple telephone calls during the same thirty (30) minute period.

(3) This Subsection shall not apply where the employee is called and there is no assignment of work but rather information is requested to locate such items as keys, reports, files, paperwork or other information.

(4) This Subsection shall not apply to employees assigned to on-call status.

(5) This Subsection shall not apply to phone calls where the Agency calls to direct the employee to report to work.

(6) This Subsection shall not apply where the Agency calls the employee to work overtime.

(e) Telephone Calls (ODFW Only).

(1) An employee who responds to a telephone call outside his/her work schedule hours and the employee is required to perform assigned duties at his/her home will be compensated for actual time worked at the appropriate rate of pay, but for no less than thirty (30) minutes per call. Time spent on the telephone call or work related to the telephone call must be at least fifteen (15) minutes in duration.

(2) The employee will not receive additional compensation if the employee receives multiple telephone calls during the same thirty (30) minute period.

(3) If an employee is required to leave his/her home to travel to a worksite, the employee shall be compensated when the employee actually begins work.

(4) Subsection (e) shall not apply where the employee is called and there is no assignment of work but rather information is requested to locate such items as keys, reports, files, paperwork or provide information.

(5) Subsection (e) shall not apply to overtime which is essentially a continuation of the scheduled workshift.

(6) Telephone calls shall not be treated as a "call back" as stated in Section 1(a) of this Article.

(f) Hatchery Alarms (ODFW Only).

(1) An employee who responds to a hatchery alarm outside his/her work schedule hours and the employee has not been assigned on-call or standby duty, will be compensated for actual time worked at the appropriate rate of pay, but for not less than thirty (30) minutes. Time spent on the alarm response must be at least fifteen (15) minutes.

(2) An employee will not receive additional compensation if the employee responds to multiple alarms during the same thirty (30) minute period.

(3) Subsection (f) shall not apply to overtime which is essentially a continuation of the scheduled workday.

(4) Hatchery alarms shall not be treated as a "call back" as stated in Section 1(a) of this Article.

Section 2. Reporting Compensation.

(a) Reporting time is the time designated or recognized as the start of the daily workshift.

(b) An employee's reporting time may be changed two (2) hours earlier or two (2) hours later, or less, if the employee is notified a minimum of twelve (12) hours before the next regularly scheduled reporting time. If the employee's reporting time is changed without proper notice, the employee shall be entitled to call back compensation as provided in Section 1 of this Article.

(c) An employee's reporting time may be changed more than two (2) hours, earlier or later without penalty, if the employee is notified a minimum of seven (7) calendar days in advance. If the employee's reporting time is changed without the required notice, the employee shall be entitled to a penalty payment of three (3) hours straight-time pay in addition to the appropriate pay for the hours worked. The penalty payment shall continue until the notice requirement is met or the employee is returned to his/her prior reporting time(s), whichever occurs first.

(d) This Section shall not apply to employees of the Department of Forestry who are engaged in firefighting activities.

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

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

Section 4. Modification of Work Schedule. When a change of work schedule is requested by an employee and approved by the Agency, all forms of penalty pay and overtime compensation associated with the changed schedule shall be waived.
(See Letter of Agreement in Appendix A.)

ARTICLE 43--CAREER DEVELOPMENT

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

ARTICLE 44--AFFIRMATIVE ACTION

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

ARTICLE 45--FILLING OF VACANCIES

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

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

(a)

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

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

(2) Secondary Recall Lists. See Article 70, Section 11.

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

(c) Agency Promotion List. The Agency promotion list shall consist of the names of all employees of the Agency who have passed the appropriate promotion test. The term of eligibility of candidates placed on the list will be determined by the Employer, not to exceed

two (2) years from the date of placement on the list or the date of adoption of the list, whichever is later.

(d) Open Competitive List. The open competitive list shall consist of the names of all persons who have passed the appropriate tests. The term of eligibility of candidates placed on the list will be determined by the Employer, not to exceed one (1) year from the date of placement on the list or date of adoption of the list, whichever is later.

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

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

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

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

Section 3. The Employer agrees to give employees a minimum of two (2) weeks notice regarding open examinations. The notice shall include duties and pay of the position, the qualifications required, the time, place, and manner of making application, and other pertinent information. The Employer further agrees to notify employees of their examination results.

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

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

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

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

(d) Refusal of employment offer without adequate explanation;

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

(f) Expiration of term of eligibility on list;

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

(h) Cancellation of a list;

(i) If found to lack the qualifications prescribed for admission to the test; has used or attempted to use political pressure or bribery to secure an advantage in testing or appointment; has made false statements of any material fact or has practiced, or attempted to practice, deception or fraud in the application or test; or has some unique undesirable characteristic that removes the candidate from consideration for any or all positions in the classification, in the Agency or in the State;

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

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

Section 5. See Articles 45.1-45.5.

(See Letter of Agreement in Appendix A.)

ARTICLE 45.1C--FILLING OF VACANCIES

(Employment Department)

Section 1. Transfers.

(a) An employee desiring a lateral transfer shall submit a written request for transfer to the Agency Personnel Office.

(b) When a vacancy is to be filled, the Agency shall provide the Cost Center with the names of all employees who have requested transfer and shall notify the employees who requested transfer that the vacancy exists. A supervisor who is hiring may consider transfer candidates only or may consider both transfers and other candidates. In all cases, interested transfers shall be considered.

(c) An employee not selected for transfer may request and shall receive in writing an explanation of the reasons he/she was not selected.

Section 2. Promotions.

(a) When the Agency chooses to fill a vacancy by promotion within the Agency, it shall use an Agency promotion list or selective certification from the Agency provided such list is available.

(b) When the Agency chooses to fill the vacancy from an open competitive or statewide certificate, an employee in the Agency who is in rank order by score will be offered an interview and considered.

(c) Any employee who was interviewed may request and shall receive in writing an explanation of the reasons he/she was not selected.

Section 3. Reports. To determine the competitiveness of Agency employees, the Agency agrees to review and analyze on a quarterly basis the hiring trends within the Agency. This information will be shared with the Worksite Committee.

ARTICLE 45.1M--FILLING OF VACANCIES

(DHS Non-Institutions)

Section 1. Hardship Transfers.

(a) Non-Volitional Economic Transfer: The transfer of a spouse or other immediate member of an employee's household to a new location.

(1) A qualified economic hardship may include a non-volitional job transfer of a spouse or domestic partner, or a joint custody stipulation when the employee has obligation for the care of a child(ren) more than two (2) weeks each month.

(2) A non-volitional economic hardship would not

include a joint agreement where the employee has a weekend-only stipulation or custody during the summer breaks.

(b) Non-Volitional Medical Transfer: A documented serious medical need that can only be met through a transfer. The medical need must be a permanent or chronic condition of the employee, or a member of the employee's "immediate family," as defined in Article 56, Section 2 of this Agreement. The employee must have primary responsibility for the family member.

(1) A non-volitional medical hardship may include kidney dialysis if treatment is not available locally, an employee becomes the primary care provider for an immediate family member, or the employee or employee's immediate family member is medically required to relocate.

(2) A non-volitional medical hardship would not include temporary medical conditions or voluntary changes in medical providers.

(c) Eligibility: To be eligible, an employee must not have been subject to discipline, as defined in Article 20, within the previous twelve (12) months and the transfer must be in excess of seventy (70) miles from an employee's current worksite to new worksite location. An employee may request consideration for a non-volitional economic or medical transfer by submitting a written request for hardship transfer to the DHS Human Resources Administrator, or designee. The Administrator or designee will review the request and notify the employee of the outcome. Employees may grieve denials based on ineligibility starting at Step 2 of the grievance process.

(d) Hardship Transfer Review Committee: The Committee will consist of two (2) representatives and one (1) alternate from both management and the Union. Management and the Union will each select their own representatives. The Committee will determine whether the requesting employee meets the hardship transfer criteria.

(1) Within three (3) working days from the date of receipt, DHS Human Resources will forward all eligible employee requests for hardship transfer consideration to the Committee.

(2) The Committee will review requests and related documentation and confer with the employee as needed. The Committee will provide a written decision to the employee and DHS Human Resources within fifteen (15) working days.

(3) In instances where an employee meets all of the criteria for a non-volitional medical transfer except for the transfer being in excess of seventy (70) miles from the employee's current worksite to new worksite location, the Hardship Transfer Review Committee will have the discretion, where the members are in agreement, to approve the transfer for a distance of fifty (50) to seventy (70) miles.

(4) Decisions of the Committee are binding. All Committee members must agree that the employee meets the hardship transfer criteria. Should the Committee not reach agreement, the request will be denied.

(5) Decisions of the Committee are not grievable.

(e) Hardship Transfer Qualifications: DHS Human Resources will determine if the employee meets the qualifications of the position in advance of placement. To qualify for a vacant position, the employee must meet the minimum qualifications for the classification, specific requirements for the position, and be able to perform the duties with minimal orientation. The requesting employee may grieve qualification decisions made by DHS Human Resources.

(1) Employees will be considered for vacant positions in order of receipt of request.

(2) When multiple appropriate vacancies exist within a geographical area, management retains the right to select the worksite.

(3) Employees who refuse an appropriate transfer offer will no longer be considered for a hardship transfer based on that request and may not resubmit a request for the same circumstance.

Section 2. Voluntary Lateral Transfer. An employee may submit to DHS Human Resources a written request for a lateral transfer. The employee's name will remain on the DHS transfer list for one (1) year or until appointed to a position, whichever comes first. The employee must meet the minimum and special qualifications of the position.

Section 3. Operational Needs Transfer.

(a) To meet the operational needs of the Department, the Appointing Authority has the right to reassign employees as necessary. Reassignment includes a change in official workstation. Management will determine, in advance of the reassignment, the required classifications, number of positions and level of experience needed. To qualify for a position, the employee must meet the minimum qualifications for the classification, specific requirements for the position, and be able to perform the duties with minimal orientation. Selection will be made in the following order:

(1) The most senior qualified volunteers who meet the Department requirements will be selected first.

(2) Other volunteers from the workstation from which the position is being reassigned will be given consideration.

(3) In the absence of volunteers, the least senior qualified employees will be selected in reverse seniority order.

(b) The Department will notify an employee in writing thirty (30) days in advance of a transfer involving a change in the employee's official workstation of twenty-five (25) miles or more.

Section 4. Specific Employee or Program Transfer. The Department may transfer a specific employee for reasons such as training, deficient performance, discipline, special qualifications or job functions. The Department may also transfer entire programs. The Department will notify the affected employee(s) in writing five (5) working days in advance of the transfer. The Department will notify the affected employee(s) in writing thirty (30) days in advance of transfers involving a change in the employee's official workstation of twenty-five (25) miles or more.

Section 5. Posting of Vacancies. At the point the Department proceeds to fill a vacant position by open competition, lateral transfer or promotion, such information will be publicized within the Department for a minimum of five (5) working days.

Section 6. Order of Lists. The Department layoff list will take precedence over any other method of selection or list. Qualified hardship transfer candidates will be selected before any lateral transfer, department promotion or open-

competitive candidate. When management decides to utilize an open-competitive list, at least forty percent (40%) of the candidates offered an interview will be department promotional and/or transfer candidates. If the internal applicant pool is less than forty percent (40%), then all internal applicants will be offered an interview.

Section 7. Interview Feedback. Any Department candidate interviewed, but not selected for a vacant position, may request feedback. The employee may request to have the feedback provided orally or in writing and the hiring supervisor will respond accordingly. Both the request and response will be timely.

ARTICLE 45.2A--FILLING OF VACANCIES

(OYA Youth Correctional Facilities and Camps)

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

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

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

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

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

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

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

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

ARTICLE 45.2C,E,G--FILLING OF VACANCIES

(OSH, EOTC, BMRC)

Section 1. Promotions.

(a) When the Institution chooses to fill a vacancy by promotion, it shall use an Institution promotion list or selective certification, from the Institution, provided such a list is available.

(b) Employees will be considered for promotion on the basis of each candidate's qualifications and the requirements of the position. If two (2) or more candidates for final selection are equally qualified for the position in the judgment of the Institution, the candidate with the greatest length of service in the Institution will be selected for promotion.

(c) When the Institution chooses to fill the vacancy from an open competitive certificate, an employee in the Institution who is in rank order by score will be offered an interview and considered.

(d) Any employee who was interviewed may request and shall receive in writing an explanation of the reasons he/she was not selected.

Section 2. Transfers Within Classification.

(a) A vacancy is defined as an unfilled position in the Institution which it intends to fill. Seniority is defined as continuous service in the Institution. At Oregon State Hospital: Seniority includes continuous service at Oregon State Hospital and Dammasch State Hospital. At EOTC/BMRC: Seniority includes continuous service at EOSS. For purposes of voluntary transfer only, seniority is defined as continuous service in the Institution in the same classification. Any absence without pay for longer than fifteen (15) days, except for maternity, illness, injury, educational leave, or military service, breaks continuous service. Time spent on such leave without pay, excluding job-related disabilities, military service, and educational leave, shall not count towards seniority.

(b) The vacancy shall be filled by transfer of employees within the program or department, or consistent with the past practice at EOTC and BMRC, in the following manner except for classifications listed in Subsection (c):

(1) Regardless of the Campus, the most senior regular employee from the program or department, or consistent with the past practice at EOTC and BMRC, having seniority as defined in Subsection (a) above and who has the special qualifications to perform the job and who requests the transfer shall be selected. Employees having a record of disciplinary action within six (6) months prior to the vacancy announcement shall not be eligible for transfer.

(2) If no qualified employee from the department or program requests a transfer, a notice of vacant position to be filled shall be posted for five (5) consecutive days on a central bulletin board and on the unit bulletin board where the vacancy exists and shall state the job classification, the hours of work, the scheduled days off, and the special qualifications necessary to perform the job. Any employee in the same classification as the vacancy who desires the posted job shall submit a request for a transfer to that position, in writing, to the office indicated in the notice.

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

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

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

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

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

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

(1) Notice of the vacancy shall be posted on a central board for three (3) days.

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

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

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

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

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

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

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

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

ARTICLE 45.2K--FILLING OF VACANCIES

(OYA Administration and Field Services)

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

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

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

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

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

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

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

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

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

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

individual organizational units.

ARTICLE 45.3A,B--FILLING OF VACANCIES

(ODOT, OPRD)

Section 1. ODOT, OPRD.

(a) When opportunities for transfer or promotion of employees become open, those employees eligible for interview shall receive at least five (5) days notice unless the employee agrees to an earlier time before the scheduled date of interview. The employee, after receiving such notice, will be allowed a maximum of two (2) working days to accept or reject the interview offer. Fair consideration for the promotion or transfer shall be given to employees who are eligible.

(b) When the position is filled, each unsuccessful employee applicant shall be notified within five (5) days of the appointment that the position has been filled.

(c) Employees may volunteer for transfer. It is the responsibility of any employee wishing to transfer to another location to make a written request to the Agency Personnel Operation Section clearly indicating the reasons for desiring a transfer. Requests based on medical or family welfare situations will be given priority and, at the discretion of the Agency, may be considered to be for the benefit of the Agency.

(d) All transfers shall be at the discretion of the Agency. Requests for transfer may be considered separately or in combination with candidates for promotion at the discretion of the Agency. Except for hardship transfer requests, when the Agency uses an open competitive recruitment process, transfer candidates will be given first hiring consideration before internal Agency promotion candidates and candidates from outside the Agency.

(e) Promotion lists shall normally consist of five (5) candidates plus qualified affirmative action candidates whose placement on the list will be by promotional examination and by willingness to accept the promotion offered. Employees with tied scores will all be considered.

(f) Any transfer or promotion granted as the result of a competitive interview will be considered to be for the benefit of the Agency. A request for transfer which is granted without the competitive interview procedure or without a notice of vacancy being circulated to eligible employees shall be considered to be for the benefit of the employee and any employee desiring this type of consideration shall agree to this condition when requesting transfer.

(g) If, because of lack of work, it is necessary to transfer an entire crew, it shall be considered as "at the request of or for the benefit of the Agency."

(h) If, because of lack of work, it is necessary to transfer an individual employee out of the work unit, it shall be done as follows:

(1) The Agency shall first select from the list of volunteer employees who hold equivalent positions. The Agency may deny a request if the employee does not possess the basic skills for the position or is currently essential to the job he/she is presently on.

(2) If there are not employees on the volunteer list for transfer, the Agency shall select an employee for transfer. If selected employees do not wish to transfer, then the seniority points shall be computed only for those qualified employees in the classification at the geographic location, and the one (1) with the least seniority shall be transferred. If there is more than one (1) crew or work unit at the geographic location, then the seniority in a particular classification would apply to all the crews treated as one (1) unit.

(i) In any other non-voluntary transfer situation, an employee selected who does not want to transfer shall be entitled to challenge the action through the grievance procedure to determine if the transfer is appropriate. Such hearing shall occur at the employee's option and shall be held prior to the transfer becoming effective.

(j) A transfer requested by an employee because of medical condition resulting from job-connected injury shall not be considered to be a transfer for the benefit of the employee but, when made, shall be considered to be for the benefit of the Agency.

(k) Except in the case of an emergency, the Agency shall give the employee a minimum of three (3) days notice in advance of the reporting date when the employee is being assigned to work at a temporary headquarters. The employee shall be given maximum possible notice when returning to permanent headquarters.

Section 2. DMV Only.

If two (2) or more DMV candidates are deemed equal, the employee with the most seniority in Driver and Motor Vehicles Services will obtain the position. Seniority will be defined as the length of service with the Driver and Motor Vehicles Services without a break-in-service. Break-in-service shall be defined in Article 70 of the Master Agreement.

Section 3. OPRD Only.

(a) Before the end of a season, if the Agency decides to add additional contiguous days to that season, the most senior seasonal employee still working during that season shall be offered the opportunity to continue to work provided: 1) the employee possesses the knowledge, skills and abilities to perform the work that is required; and 2) the work location is the same management unit that the seasonal employee is working.

(b) If the most senior seasonal employee is not selected, then the next most senior seasonal employee still working during that season will be offered the opportunity to work provided the criteria stated in Section (a) is met.

Section 4. State Fair Only (Vacancies, Transfers and Promotions).

(a) Any vacancy to be filled within the State Fair shall be filled first by hiring from the State Fair's layoff list. Second, the State Fair will fill the vacancy by selecting any employee from the State Fair's transfer list which shall be kept current by the State Fair.

(b) If there are no candidates on the State Fair's layoff list or the State Fair's transfer list, the State Fair shall fill such vacancy from the State Fair's promotion list.

(1) An employee will be considered qualified for any position if he/she meets the minimum qualifications of the classification to which the position is allocated.

(c) The senior candidate from the appropriate list shall be assigned to the vacant position, unless there exists a substantial and clearly evident superiority in the qualifications of another candidate. Whenever an employee other than the senior candidate is selected to fill a vacancy, the Union and the senior candidate(s)

will be informed in writing and in detail of those superior and clearly evident qualifications of the candidate selected and will be likewise provided with a complete explanation of the reasons for selecting an employee other than the senior candidate or candidates. All such information will be considered confidential and will not be revealed to anyone other than the principals or official bodies directly concerned.

(d) All State Fair promotional opportunities and vacancies which are to be filled shall be announced as they occur. Such opportunities will be announced by posting the weekly vacancy list on the bulletin board in the main building and in the maintenance building; and by providing a copy of the weekly vacancy list to the Union or its designated representative. It is the employee's responsibility to have his/her name placed on eligible lists by taking appropriate examinations when they are offered.

(e) A transfer requested by an employee because of medical conditions resulting from job-connected injury shall not be considered to be a transfer for the benefit of the employee but, when made, shall be considered to be for the benefit of the State Fair.

(f) In transfer situations other than voluntary, if the employee selected does not want to transfer, he/she shall be entitled to a hearing at Step 2 of the grievance procedure to determine if the transfer is appropriate.

(g) Such hearing shall occur at the employee's option and shall be held prior to the transfer.

(h) After-Job Interview Notice. When the position is filled, each unsuccessful employee applicant shall have the opportunity to discuss with his/her supervisor why he/she was not selected for the position.

ARTICLE 45.3C--FILLING OF VACANCIES (Forestry)

Section 1. Promotion.

(a) The Agency advocates promotion of employees whenever appropriate and will make every effort to inform employees and encourage them to apply for examinations which offer promotional opportunities.

(b) Except for the Agency layoff list or to effect an affirmative action appointment, the Agency will utilize a current Agency promotion list (current meaning: no more than six (6) months old). The Agency will interview at least the top five (5) candidates on the list for consideration in filling a vacancy. Should none of the candidates interviewed be suitable for the position, the Agency may use another method or create a new list to fill the vacancy. The unsuccessful candidates who were interviewed shall be provided a complete explanation, either verbally or in writing, of the reasons why they were not selected.

Section 2. Transfer. An employee desiring to transfer to another position in the same classification will submit a written request to the Personnel Section stating the nature of the request, type of position desired, locations desired, and date available to transfer. The employee must meet the minimum and special qualifications of the position. An employee so qualified will then be interviewed and considered either before or in conjunction with promotional candidates for those vacancies in which the employee expressed an interest.

ARTICLE 45.3D--FILLING OF VACANCIES (ODOA)

Section 1. Any vacant bargaining unit position that the Agency chooses to fill shall first be filled by using the Agency's Layoff List, if such a list exists.

Section 2. When the Agency chooses to fill a vacant bargaining unit position, the Agency shall post the vacancy for no less than ten (10) calendar days. The position shall be posted on the Agency's bulletin board.

ARTICLE 45.3E--FILLING OF VACANCIES (ODFW)

Section 1. Promotion. The Agency advocates promotion of employees and will make every effort to inform employees and encourage them to apply for examinations which offer promotional opportunities.

Section 2. Unless precluded by federal or state law, any vacant permanent bargaining unit position which the Agency chooses to fill shall be filled by using the Agency Layoff List first followed by the Secondary Recall List. If no appointment is made from these lists, the Agency shall follow the procedures outlined in the Sections below.

Section 3. Whenever the Agency chooses to fill a vacant permanent bargaining unit position, the Agency shall select the recruitment method of its choice. However, an employee desiring a lateral transfer to another bargaining unit position in the same classification may submit a written request to the Agency's Human Resources Division for the specific recruitment announcement. Whenever a Transfer List for that recruitment announcement is used to fill a vacant permanent bargaining unit position, all qualified employees on the list will be offered an interview and considered for the vacancy. For purposes of this Article, a qualified transfer employee is an employee who meets all minimum and special qualifications for the position and has not been subject to discipline or denied a performance pay increase the past twelve (12) calendar months.

Section 4. If an employee is not selected for a position for which they applied, the employee may, upon request, discuss with the hiring supervisor why he/she was not selected for the position.

ARTICLE 45.5A,U--FILLING OF VACANCIES

(Education including OSD, DCCWD)

Section 1. Vacancies.

(a) Notice of all bargaining unit vacancies which the Agency intends to fill, other than by layoff list, shall be posted on appropriate bulletin boards, along with a description of the job, for a minimum of five (5) days, not counting Saturday, Sunday, and holidays.

(b) During the five (5) day posting period, any employee who wishes to transfer or is on the appropriate list may submit a written request for consideration.

(c) The Agency agrees to use the Agency layoff list first. Thereafter, consideration will be given to interested employees in the Agency before utilizing any other lists except as noted below.

(d) The five (5) most senior employees who meet the qualifications of the position will be interviewed and seniority will be given substantial consideration. If two (2) or more employees are judged equal in qualifications, the employee with the greatest length of service in the Agency will be selected. If there are not five (5) employee applicants who are sufficiently qualified for the particular position, the Agency may draw from any appropriate list.

(e) Any employee who was interviewed may request, within fifteen (15) calendar days, an explanation in writing giving the reasons he/she was not selected. The Agency will give the requested explanation in fifteen (15) calendar days.

Section 2. Filling of Vacancies. Definitions: For purposes of this Article:

(a) "Length of Service" means total length of time within the Agency. For the purpose of this definition any service prior to a break-in-service with the Agency of more than ninety (90) days shall not be computed in determining length of service. (This will not preclude a reinstatement of a former Agency employee who has been separated from state service for ninety (90) days or less.)

(b) "Vacancy" means any unfilled position which the Agency intends to fill and to which has been assigned specific duties and responsibilities and which has been allocated to the Agency.

Section 3. Posting of Vacancies (OSD). The Department of Education agrees to post all vacancies which the Agency intends to fill at the Oregon School for the Deaf for a minimum of ten (10) days during the period June 15 to August 15.

(See Letters of Agreement in Appendix A.)

ARTICLE 45.5B,X--FILLING OF VACANCIES

(Water Resources and OWEB)

Section 1. The Agency shall seek to promote or transfer within the Agency before going outside the Agency for applicants. To accomplish this goal, all promotional opportunities, new positions, and vacancies which are to be filled shall be fully publicized within the Agency. The format for all announcements shall be the same and shall be posted in the Agency for at least seven (7) days allowing Agency employees an adequate time to respond. A file will be maintained and will be made available to employees of all these announcements. Each announcement will be assigned an announcement number along with an issue date and response deadline.

Section 2. Whenever an Agency employee is certified to a vacancy, they will be interviewed and considered. The supervisor will evaluate the employee, considering the knowledge, skills, and abilities necessary to perform the work in the vacant position.

Section 3. If an employee requests an explanation of the hiring decision in writing, the Agency will provide an explanation of the decision on the employee in writing.

Section 4. The Agency will maintain a record of employee requests for lateral transfer. The employee will be interviewed and considered for any appropriate vacancy, using the above criteria.

ARTICLE 45.5C--FILLING OF VACANCIES (Library)

Section 1. Vacancies.

(a) All vacant positions to be filled shall be posted on the management bulletin boards at the State Library Building. The notice of vacancy shall also inform employees how they may apply for that position.

(b) Examination announcements shall be posted as in Section 1(a) above for all classifications used by the Agency including newly created positions. It shall be the responsibility of the employee to see that the appropriate tests have been taken, and that his/her name is on the appropriate list.

(c) If a vacancy is to be filled, the Agency shall give first consideration to qualified employees within the Agency. Qualified employees shall include those certified by the Personnel Section for promotion, and shall include those employees who have requested a lateral transfer. Employees who wish to be considered for a change in assignment within the same classification shall make their requests known in writing to the Agency's Personnel Office. The notification of the vacant position must be posted at least seven (7) working days before it is filled from the list of eligibles.

Section 2. Transfers.

(a) Any employee desiring a lateral transfer shall submit a written request for transfer to a specific vacancy to the Agency's Personnel Office. Upon written request any employee who is denied a lateral transfer shall be given the reasons in writing.

(b) Where a vacancy is being filled, all employees who have submitted a written request for transfer to that position to the Agency's Personnel Office shall be granted an interview.

(c) The Agency specifically recognizes the desirability of promoting career advancement and enrichment for employees. To this end the Agency shall give first consideration to requests for lateral transfer from one (1) classification to another in the same or a lower salary range, and from one (1) type of job assignment within a classification to another where such a request reflects a desire on the part of an employee to open to himself/herself career advancement or enrichment opportunities.

(d) When an employee is granted a lateral transfer to another job, he/she shall be transferred to the new job as soon as possible.

Section 3. Promotions.

(a) Any employee desiring a promotion shall submit an application and should specify whether he/she wishes to be included on the Agency promotion list or the statewide promotion list. If an employee desires to be included on both lists, he/she shall submit separate applications.

(b) All Agency employee candidates certified as eligible for promotion shall be granted an interview.

(c) Certified employees will be considered for promotion on the basis of qualifications and the requirements of the position.

(d) Upon written request any employee certified for promotion who is not selected for promotion shall be given the specific reasons in writing.

Section 4. Promotional Merit Ratings. Whenever a promotional merit rating is made by the Agency, a copy of the rating shall be furnished to the employee rated at the time that the rating is submitted to the Personnel Section of the Department of Administrative Services. The employee's copy of the rating shall include all information made available to the rater on weights assigned to factors. If the promotional merit rating does not recommend the employee for promotion, the employee shall be given the reasons in writing upon written request.

ARTICLE 45.5D--FILLING OF VACANCIES (Treasury)

Section 1. Promotions, Advancement Opportunities, and Vacancies.

(a) In the assignment of personnel to all positions, seniority with the Agency shall be considered,

regardless of job classification providing that employee meets the requirements for the position.

(b) Promotional opportunities, new positions, and vacancies shall be fully publicized within the Agency, giving sufficient time for interested employees to apply.

Section 2. After-Job Interview Notice. When a position is filled, each unsuccessful employee applicant shall be notified within five (5) days of the appointment that the position has been filled.

Section 3. Any internal applicant considered, but not selected, for a vacant position may request and be given the opportunity to discuss his/her non-selection with the hiring supervisor or may request in writing and receive in writing an explanation of the basis for non-selection.

ARTICLE 45.5E--FILLING OF VACANCIES

(Department of Administrative Services)

Filling of Vacancies Within the Agency.

(a) When the Agency chooses to fill a vacancy by transfer or promotion, employees will be considered based on each candidate's qualifications, the requirements of the position, and the operating needs of the Agency. If two (2) or more candidates are, in the judgment of the Agency, equally well qualified for the position and equally meet the operating needs of the Agency, the candidate with the greatest length of service in the Agency will be selected in the case of promotion, and the employee with the greatest length of service in the classification will be selected in the case of transfer.

(b) All promotional opportunities, new positions, and vacancies which the Agency chooses to fill shall be publicized within the Agency. Such publicity will include posting of a notice on appropriate bulletin boards of the Agency which are to be determined from time to time as needed by the Agency and representatives of the Union. Bulletin board listings are as follows:

- DAS Executive (1st Floor)
- DAS Executive (2nd Floor)
- DAS East/Ferry (O&M Main Office)
- DAS East/Ferry (Main Building)
- DAS East/Ferry (Custodial Office)
- DAS East/Ferry (Landscape, Garden Pride)
- EISPD (Revenue 4th Floor)
- Facilities (PSOB)
- Facilities (Off Site Work Areas)
- SDC (Employee Lounge)
- State Services/P&D (Print Plant)
- State Services/P&D (Delivery & Mail)
- State Services/P&D (Off-Site Mail Rooms)
- State Services (Eugene Motor Pool)
- State Services (Salem Motor Pool)
- State Services (Portland Motor Pool)
- State Services (Surplus)
- PEBB
- OHPR

(c) When the Agency chooses to fill the vacancy from an open competitive certificate, an employee in the Agency who is in rank order by score will be offered an interview and considered.

(d) Any employee who was interviewed may request in writing and shall receive a written explanation of the reasons he/she was not selected.

(e) When an employee is to be transferred, management shall inform the employee in writing of the transfer ten (10) working days in advance. On an emergency basis, assignment may be made to the new position during the notice period.

(f) When an employee is to be temporarily assigned for a period of not less than fifteen (15) consecutive calendar days to a position in a higher classification, the assignment shall be made based on the level of skills required and the operating needs of the Agency. If two (2) or more candidates are, in the judgment of the Agency, equally well qualified for the assignment and equally meet the operating needs of the Agency, the candidate with the most seniority will be given the assignment. Whenever an employee other than the senior employee is assigned, the senior employee may request in writing and shall receive a written explanation of why he/she was not given the assignment. The provisions of this Section do not apply to supervisory, confidential, and exempt positions.

ARTICLE 45.5F--FILLING OF VACANCIES

(Commission for the Blind)

Section 1. Lateral Transfers.

(a) When the Agency chooses to fill a vacancy by lateral transfer, the following procedure shall be followed:

(1) Notice of a vacancy shall be posted for five (5) days in all the Agency's offices stating the job title, hours of work, and qualifications for the position.

(2) Employees expressing interest must file their written request with the office indicated on the notice.

(3) Employees not selected for the vacancy shall be notified of the hiring decision of the Agency.

(b) Any employee who is transferred involuntarily shall receive ten (10) days written notice.

(c) Any employee who is transferred involuntarily shall have the right to file a grievance at Step 2 in the grievance procedure.

(d) Any employee not selected for transfer shall upon request receive an explanation in writing of the reasons he/she was not selected.

Section 2. Promotions.

(a) When the Agency chooses to fill a vacancy by promotion, it shall consider an employee for the position when certified.

(b) Employees shall be considered on the basis of minimum qualifications and working conditions of the position. The best qualified employee shall be selected for a promotion.

(c) The Agency shall make available in all offices all promotional opportunities and shall post as soon as possible.

(d) Any employee who was interviewed may request and shall receive in writing an explanation of the reasons he/she was not selected.

ARTICLE 45.5G--FILLING OF VACANCIES (PERS)

Section 1. When a vacancy is to be filled, the Agency shall first consider from a list of qualified employees within the Agency. The list of qualified employees shall include those employees who have requested through the Agency's Personnel Section in writing a lateral transfer. For newly created positions for which an examination has been announced, employees may request lateral transfer and shall be considered until the specified closing date on the examination.

Section 2. All positions which are to be filled promotionally shall be posted on bulletin boards within the Agency. Consideration will be given to all eligible employees whose names appear on an appropriate list.

Section 3. Any internal applicant considered, but not selected, for a vacant position may request and be given the opportunity to discuss his/her non-selection with the hiring supervisor or may request in writing and receive in writing an explanation of the basis for non-selection.

Section 4. When internal lateral candidates are considered by the Agency to be equally qualified following the selection process (including, but not limited to, interviewing and reference checking), the candidate who has the greatest length of service with the Agency will be offered the position.

Section 5. When internal promotional candidates are considered by the Agency to be equally qualified following the selection process (including, but not limited to, interviewing and reference checking), the candidate who has the greatest length of service with the Agency will be offered the position.

ARTICLE 45.5H--FILLING OF VACANCIES
(Department of Justice)

Section 1. When vacant positions are to be filled, they shall be made available to all bargaining unit employees by posting an announcement electronically on the Agency intranet for at least six (6) business days.

Section 2. If the vacancy is not required to be filled by demotion in lieu of layoff or employment of an employee from the layoff list for the classification, the Agency may fill the position by transfer, demotion, or promotion from within the Agency, by transfer or promotion of an employee from elsewhere in state service, by reemployment of a former qualified state employee, or by employment of an applicant not already in state service.

Section 3. Bargaining unit employees in the same classification as a posted vacancy desiring lateral transfer shall submit a written request to Human Resources to be placed on the Agency lateral transfer list and shall be given full consideration and granted an interview. These interviews will be held concurrently with all other interviews. The Agency shall give special consideration to requests for transfer resulting from extreme economic hardship or serious medical need.

The Agency, in considering promotion of employees to the vacant position, may request an open competitive list, an Agency promotion list, or a statewide promotion list. In order to be considered for a promotional opportunity, employees must make written application, meet minimum requirements and any special qualifications, and answer any exam questions. Employees who apply and qualify for promotional opportunities will be considered at the same time as similarly qualified candidates.

Section 4. The Agency, in light of the desirability of encouraging professional development and maintaining full opportunity for upward mobility, shall give full consideration to promotion from within the Agency.

Section 5. Disputes arising out of the application of this shall be subject to the grievance procedure.

Section 6. Any internal applicant considered, but not selected, for a vacant position may request and be given the opportunity to discuss his/her non-selection with the hiring manager or may request in writing and receive in writing an explanation of the basis for non-selection.

ARTICLE 45.5I--FILLING OF VACANCIES (OHCS)

Section 1.

(a) Whenever the Agency intends to fill a vacant bargaining unit position, the Agency will first use the appropriate layoff list, if one exists.

(b) When filling a vacant bargaining unit position, the Agency shall post all notices of vacancy for seven (7) calendar days and route copies of the notices within the Agency.

Section 2. All Agency employees certified from any list to fill a vacant bargaining unit position shall be interviewed and considered for the position.

Section 3. The Agency shall make available, to employees who request them, classification specifications for any position in the Agency.

Section 4. If an employee is not selected for a position within the Agency that he/she interviews for, he/she shall be notified verbally of this fact within five (5) calendar days of the date on which the selection was made. The employee will be given an opportunity to discuss with the hiring supervisor why he/she was not selected for the position. The employee may request and shall receive a written explanation of why he/she was not selected for the position.

Section 5.

(a) Employees interviewed for positions inside the Agency shall be allowed Agency time for such activity.

(b) Employees interviewed for State positions outside the Agency shall be allowed to use accrued vacation leave, personal leave, accrued compensatory time off or leave without pay.

Section 6. In making promotion and transfer decisions, the Agency will give consideration to employees' length of service with the Agency.

ARTICLE 45.5N--FILLING OF VACANCIES (Revenue)
Promotions and Transfers.

Section 1. The Agency advocates promotions of employees and will continue to inform employees of promotional opportunities by announcing such opportunities as they occur. Employees who are certified will receive consideration by the Agency.

When vacancies are to be filled by the Agency through the opening of a new examination announcement, they will be publicized throughout the Agency. Notices will be posted promptly on the appropriate bulletin boards in all offices of the Agency. Lateral transfers will be considered in accordance with the procedures described below.

Section 2. If two (2) or more employees are being considered for the same promotional advancement and are equal in every other respect in the judgment of the Agency, the promotion shall be given to the employee who has the greatest length of service with the Agency.

Upon request, supervisors will provide appropriate career guidance or will refer employees to appropriate career guidance sources in order to better prepare the employee for promotional opportunities.

Section 3. Whenever a promotional merit rating is made by the Agency, a copy of the rating shall be forwarded to the employee when requested by the employee.

Section 4. Whenever an open competitive list is used to fill a position, any employee of the Agency thereon will be considered for the vacant position.

Section 5. The Agency will maintain a list of employee requests for intra-Agency lateral transfer. If a qualified

employee requests a transfer because of extreme economic hardship or serious medical need, he/she shall be given first consideration, provided that employee possesses the knowledge, skills, and abilities essential to the particular assignment. For purposes of this Section, a qualified employee means one who has not been subject to discipline or denial of a performance pay increase, reduction in pay, demotion, or suspension within the previous twelve (12) months.

Section 6. Regular employees desiring to transfer to another position in the same classification will submit a written request to the Personnel Section. When a position is to be filled, the Personnel Section shall submit for consideration the information supplied by the employee to the division having an appropriate vacancy. The employee(s) shall be advised by the division. The employee's written request will identify the locations and the divisions that they are willing to transfer to and will include any restrictions on working conditions such as smoking, production typing, etc., that will exclude them from consideration.

Transfer requests will be valid for a two (2) year period from the date they are received in the Personnel Section. Upon expiration, an employee who is still interested in transfer must submit a new request.

Section 7. When a position is to be filled by lateral transfer and two (2) or more employees are being considered who are equal in every respect in the judgment of the Agency, the employee who has the greatest length of service with the Agency shall be selected.

Section 8. Any internal applicant considered, but not selected, for a vacant position may request and be given the opportunity to discuss his/her non-selection with the hiring supervisor or may request in writing and receive in writing an explanation of the basis for non-selection.

ARTICLE 45.5O--FILLING OF VACANCIES

(Oregon Health Licensing Agency)

Section 1. At the point that an Agency proceeds to fill a vacant bargaining unit position by promotion, lateral transfer or open competition, such information shall be fully publicized within the Agency for a minimum of five (5) working days. This will include posting of a notice on appropriate bulletin boards. Such publicity shall not prevent the Agency from proceeding to request any appropriate list.

Section 2. When a vacancy is to be filled, the Agency shall consider qualified employees within the Agency as follows:

(a) When the Agency chooses to fill the position by lateral transfer, the Agency shall first consider from a list of qualified employees who have requested through the Agency's Personnel Section in writing a lateral transfer.
(b) When the Agency chooses to fill the position by using one (1) of the various Personnel Section lists, an employee in the Agency who is in rank order by score will be offered an interview and considered.

It shall be the employee's responsibility to see that he/she has taken the appropriate tests and that his/her name is on the appropriate list.

Section 3. Employees who wish to be considered for a change in assignment within the same classification and within the Agency may, if they desire, make their requests known in writing to the Section Manager at the same time of notification to the Personnel Section.

Section 4. If an employee is not selected for a promotion or transfer, he/she will have the opportunity to discuss with the hiring supervisor why he/she was not selected for the position.

ARTICLE 45.5P--FILLING OF VACANCIES (OSAC)

Section 1.

(a) Whenever the Agency intends to fill a vacant bargaining unit position, the Agency will first use the appropriate layoff list, if one exists.
(b) When filling a vacant bargaining unit position, the Agency shall post all notices of vacancy for two (2) calendar weeks and route copies of the notices within the Agency.

Section 2. All Agency employees certified from any list to fill a vacant bargaining unit position shall be interviewed and considered for the position.

Section 3. The Agency shall make available to employees classification specifications for all positions in the Agency.

Section 4. If an employee is not selected for a position within the Agency that he/she interviews for, he/she shall be notified verbally of this fact within five (5) calendar days of the date on which the selection was made. The employee will be given an opportunity to discuss with the hiring supervisor why he/she was not selected for the position. The employee may request and shall receive a written explanation of why he/she was not selected for the position.

Section 5.

(a) Employees interviewed for positions inside the Agency shall be allowed Agency time for such activity.
(b) Employees interviewed for positions outside the Agency shall be allowed to use accrued vacation leave, personal leave, accrued compensatory time off or leave without pay.

Section 6. In making promotion and transfer decisions, the Agency will give consideration to employees' length of service with the Agency.

ARTICLE 45.5Q,V--FILLING OF VACANCIES

(DCBS, WCB)

Section 1. Definitions.

(a) "Promotion" for purposes of this Agreement shall mean appointment of an employee to a position with a higher salary range.
(b) "Lateral transfer" for purposes of this Agreement shall mean to transfer or be transferred from one (1) position to another in the same classification or salary range.
(c) "Transfer list" for purposes of this Agreement the transfer list shall mean the list of qualified employees who have requested in writing a lateral transfer through the Agency's Personnel Section.

Section 2. Whenever the Agency intends to fill a vacant bargaining unit position, the Agency will use lists in the following order: injured worker, layoff, and secondary recall.

Vacant bargaining unit positions that are not filled through the previous lists will be filled as follows:

(a) All employees on the lateral transfer list will be given first opportunity to interview for the vacancy. The Agency is not required to make final selection at this point in the process. Lateral transfer candidates will continue to be considered.

Employees are responsible for requesting

placement and/or removal from the lateral transfer list.

(b) If no hiring decision is made following interviews of lateral transfer candidates, open competitive candidates in selected rank order and all Agency promotion candidates will be interviewed and considered provided the employees are qualified for the position. Reemployment candidates may be considered along with open competitive and Agency promotion candidates.

It shall be the employee's responsibility to qualify for admission to appropriate eligible lists.

Section 3. If two (2) or more candidates for final selection are equally qualified for the position, the candidate with the greatest length of service with the Agency will be selected.

Section 4. Any internal applicant considered, but not selected, for a vacant position may request and be given the opportunity to discuss his/her non-selection with the hiring supervisor or may request in writing and receive in writing an explanation of the basis for non-selection.

Section 5. Notice.

(a) Where a current open competitive list of candidates exists, the Agency shall provide notice of intent to fill a vacancy through a bimonthly vacancy listing and E-mail supplements.

(b) Where no open competitive list exists, the Agency shall provide notice of intent to fill a vacancy through bimonthly vacancy listing and E-mail supplements, and posting the position announcement for a minimum of ten (10) days.

(c) All vacancy information will be mailed directly to employees who are not required to report to a state office on a daily basis.

ARTICLE 45.5R--FILLING OF VACANCIES

(Agriculture)

Promotions and Transfers.

Section 1. Any vacancy to be filled within the Agency shall be filled first by hiring from the Agency layoff list. Second, the Agency agrees to consider any Agency promotion list when such a list is available, before requesting any other list.

Section 2. All Agency promotional opportunities and vacancies intended to be filled shall be posted as they occur and until the position is filled. Such information shall be posted on designated bulletin board space. It is the employee's responsibility to have his/her name placed on the eligible lists by taking appropriate examinations when offered.

Section 3. The Agency shall maintain a record of requests for lateral transfer within the Agency made by regular status employees. Employees may contact the Personnel Office for information regarding vacancies within the Agency and shall be furnished with the necessary information. The employee will be interviewed and considered for lateral transfer to those vacancies for which the employee has expressed an interest.

Section 4. Any employee who requests an explanation of a promotion or transfer decision in which he/she has been an applicant shall be provided with such explanation in writing from the Agency within fourteen (14) calendar days from receipt of the request.

Section 5. The Agency will notify an employee in writing at least thirty (30) calendar days in advance of any non-volitional transfer involving a change in the employee's official workstation of twenty-five (25) miles or more.

ARTICLE 45.5S--FILLING OF VACANCIES (BOLI)

Transfers and Promotions.

Section 1. Notices of lateral transfer opportunities shall be posted for at least five (5) days on division bulletin boards and in branch offices. If an employee desires to transfer, he/she must submit a written request to the Agency's Personnel Section.

Section 2. When any non-excluded position is to be filled by the Agency, the Agency will request an Agency promotion certificate except under the following circumstances:

(a) The Agency determines to fill a vacancy for affirmative action requirements, or

(b) The vacant position is in a classification that is first in a classification series. Employees certified from an Agency promotion certificate will be interviewed and given serious consideration.

Section 3. Any internal applicant considered, but not selected, for a vacant position may request and be given the opportunity to discuss his/her non-selection with the hiring supervisor or may request in writing and receive in writing an explanation of the basis for non-selection.

ARTICLE 45.5T--FILLING OF VACANCIES

(Veterans' Affairs)

Section 1. Promotions.

(a) When the Agency chooses to fill a vacancy by promotion it shall use an Agency promotion list or selective certification list from the Agency provided such a list is available.

(b) Subject to the requirements of affirmative action and equal employment opportunity, employees will be considered for promotion on the basis of each candidate's qualifications and the requirements of the position. If two (2) or more candidates for final selection are equally qualified for the position in the judgment of the Agency, the candidate with the greatest length of service in the Agency will be selected for promotion.

(c) When the Agency chooses to fill the vacancy from an open competitive certificate, an employee in the Agency who is in rank order by score will be offered an interview and considered.

(d) Any employee who was interviewed may request, within fifteen (15) calendar days, and shall receive an explanation in writing within fifteen (15) calendar days of the request, giving the reasons he/she was not selected.

(e) A copy of each promotional merit rating sent by the Agency to the Personnel Section shall be sent concurrently to the employee involved.

Section 2. Transfers.

(a) An employee desiring a lateral transfer shall submit a written request for transfer to the Agency's Personnel Office.

(b) When a vacancy is to be filled, the Agency shall provide the supervisor with the names of all employees who have requested transfer and shall notify the employees who requested transfer that the vacancy exists. A supervisor who is hiring may consider transfer candidates only or may consider both transfers and other candidates. In all cases, interested transfers shall be considered.

(c) An employee not selected for transfer may request and shall receive in writing, an explanation of the reasons he/she was not selected.

ARTICLE 45.5W--FILLING OF VACANCIES

(Health-Related Licensing Boards)

Section 1. All vacant permanent positions shall be posted, before they are filled, in all sections for a period of five (5) working days.

Section 2. When a vacancy is to be filled, the Agency shall consider qualified employees within the Agency as follows:

(a) When the Agency chooses to fill the position by lateral transfer, the Agency shall first consider from a list of qualified employees who have requested through the Agency's Personnel Section in writing, a lateral transfer.

(b) When the Agency chooses to fill the position by using one (1) of the various Personnel Section lists, an employee in the Agency who is in rank order by score will be offered an interview and considered.

It shall be the employee's responsibility to see that he/she has taken the appropriate tests and that his/her name is on the appropriate list.

Section 3. Employees who wish to be considered for a change in assignment within the same classification and within the Agency may, if they desire, make their requests known in writing to the Section Manager at the same time of notification to the Personnel Section.

Section 4. Prior to the Agency submitting to the Personnel Section a promotional merit rating which does not recommend the employee for promotion, the Agency shall so advise the employee as to the reasons.

Section 5. Any internal applicant considered, but not selected, for a vacant position may request and be given the opportunity to discuss his/her non-selection with the hiring supervisor or may request in writing and receive in writing an explanation of the basis for non-selection.

ARTICLE 46--RETURN TO CLASSIFIED SERVICE

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

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

ARTICLE 47.2A--SENIORITY

(OYA Youth Correctional Facilities and Camps)

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

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

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

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

ARTICLE 48--VETERANS' PREFERENCE

ORS 408.225 to 408.280 shall be applied as appropriate to all Articles covered by this Agreement.

ARTICLE 49--TRIAL SERVICE

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

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

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

Section 3. Trial service may be extended in instances where a trial service employee has been on a cumulative leave without pay for fifteen (15) days or more and then only by the number of days the employee was on such leave, or when the Appointing Authority has established a professional or technical training program for positions requiring graduation from a four (4) year college or university or the satisfactory equivalent thereof in training and experience, including but not limited to the training of accountants and auditors, and which is for the purpose of developing the skills or knowledge necessary for competent job performance in the specialized work of such Authority, the employee may be required to train under such program for a period not exceeding six (6) months and the trial service period for such employee shall be the length of the approved training program plus six (6) full months.

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

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

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

Section 7. If any employee is removed from his/her position during or at the end of his/her trial service period

and the administrator determines that he/she is suitable for appointment to another position, his/her name may be restored to the list from which it was certified if still in existence.
(See Letter of Agreement in Appendix A.)

ARTICLE 49.1M--TRIAL SERVICE FOR SOCIAL SERVICE SPECIALISTS (DHS Non-Institutions)

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

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

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

Section 4. Nothing in this provision is intended to modify any other provisions and benefits which the employee would otherwise be entitled to receive after an initial six (6) month trial service.

ARTICLE 49.2K--TRIAL SERVICE FOR SOCIAL SERVICE SPECIALISTS

(OYA Administration and Field Services)

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

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

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

Section 4. Nothing in this provision is intended to modify any other provisions and benefits which the employee would otherwise be entitled to receive after an initial six (6) month trial service.

ARTICLE 50--TRANSFER DURING TRIAL SERVICE

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

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

ARTICLE 51--LIMITED DURATION APPOINTMENT

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

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

Section 3.

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

Section 4. A person accepting such appointment shall be notified of the conditions of the appointment and acknowledge in writing that they accept that appointment under these conditions. Such notification shall include the following:

(a) That the appointment is of limited duration.
(b) That the appointment may cease at any time.
(c) That persons who accept a limited duration appointment who were not formerly classified state employees shall have no layoff rights except as provided in Section 3(b).
(d) Those persons who accept a limited duration appointment, who were formerly classified state employees, are entitled to rights under the layoff procedure within the new Agency starting from the

prior class or effective on or after January 1, 2010, the classification of the workload limited duration appointment, provided the employee meets the requirements in Section 3(b), whichever is the greater salary range for layoffs initiated pursuant to Article 70, Section 2.

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

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

ARTICLE 52--JOB SHARING

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

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

Section 3. Job sharing employees shall accrue vacation leave, sick leave, and holiday pay based on a prorate of hours worked in a month during which the employee has worked thirty-two (32) hours or more. Individual salary review dates will be established for job share employees.

Section 4. Job sharing employees shall be entitled to share the full Employer-paid insurance benefits for one (1) full-time position based on a prorate of regular hours scheduled per week or per month, whichever is appropriate. In any event, the Employer contribution for insurance benefits in a job share position is limited to the amount authorized for one (1) full-time employee. Each job share employee shall have the right to pay the difference between the Employer-paid insurance benefits and the full premium amount through payroll deduction.

Section 5. If one (1) job sharing partner in a job sharing position is removed, dismissed, resigns, or otherwise is separated from state service, the Appointing Authority has the right to determine if job sharing is still appropriate for the position. If the Appointing Authority determines that job sharing is not appropriate for the position or the Appointing Authority is unable to recruit qualified employees for the job share position, the remaining employee shall have the right to assume the position on a full-time basis. Upon approval of the Appointing Authority, the remaining employee may elect to transfer to a vacant part-time position in the same classification or to voluntarily demote. If the above conditions are not available or acceptable, the employee agrees to resign.

ARTICLE 53--VOLUNTARY DEMOTION

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

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

ARTICLE 55--PERSONAL LEAVE DAYS

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

(a) All full-time employees shall be entitled to twenty-four (24) hours of personal leave with pay each fiscal year;

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

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

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

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

ARTICLE 56--SICK LEAVE

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

(a) Eligibility for Sick Leave with Pay. Employees shall be eligible for sick leave with pay immediately upon accrual.

(b) Determination of Service for Sick Leave with Pay. Actual time worked and all leave with pay, except for educational leave, shall be included in determining the pro-rata accrual of sick leave credits each month, provided that the employee is in pay status for thirty-two (32) hours or more in that month.

(c) Accrual Rate of Sick Leave with Pay Credits. Full-time employees shall accrue eight (8) hours of sick leave with pay credits for each full month they are in pay status. Employees who are in pay status for less than a full month but at least thirty-two (32) hours shall accrue sick leave with pay on a prorated basis. An SEIU Local 503, OPEU-represented temporary employee appointed to a status position in any SEIU Local 503, OPEU bargaining unit in the same Agency without a break-in-service of more than fifteen (15) calendar days, shall accrue sick leave credits from the initial date of temporary appointment. An SEIU Local 503, OPEU-represented temporary employee appointed to a status position in a different SEIU Local 503, OPEU-represented Agency without a break-in-service shall accrue sick leave credits from the initial date of the temporary appointment provided the employee has worked as a temporary employee for the same Agency for six (6) consecutive calendar months or more.

Section 2. Utilization of Sick Leave with Pay. Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, attendance at an employee assistance program, exposure to contagious disease, for the emergency repair of personal assistive devices which are medically necessary for the employee to perform assigned duties, attendance upon members of the employee's or the employee's spouse's immediate family, or the equivalent of each for domestic partners, (parent, wife, husband, children, brother, sister, grandmother, grandfather, grandchild, or another member of the immediate household) where the employee's presence is required because of illness or death. The employee has the duty to insure that he/she makes other arrangements, within a reasonable period of time, for the attendance upon children or other persons in the employee's care. Certification of an attending physician or practitioner may be required by the Agency to support the employee's claim for sick leave if the employee is absent in excess of seven (7) days, or if the Agency has evidence that the employee is abusing sick leave privileges. The Agency may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the Agency has reason to believe that the employee's return to work would be a health hazard to either the employee or to others. In cases of pregnancy, the Agency may require a certificate from the attending physician to determine if the employee should be allowed to work. (See Section 9 for FMLA & OFLA.)

Section 3. Sick Leave Exhausted.

(a) After earned sick leave has been exhausted, the Agency shall grant sick leave without pay for any job-incurred injury or illness for a period which shall terminate upon demand by the employee for reinstatement accompanied by a certificate issued by the duly licensed attending physician that the employee is physically and/or mentally able to perform the duties of the position.

(b) After earned sick leave has been exhausted, the Agency may grant sick leave without pay for any non-job-incurred injury or illness of a continuous and extended nature to any employee upon request for a period up to one (1) year. Extensions of sick leave without pay for a non-job-incurred injury or illness beyond one (1) year may be approved by the Agency.

(c) The Agency or the administrator may require that the employee submit a certificate from the attending physician or practitioner in verification of a disability, or its continuance resulting from a job-incurred or non-job-incurred injury or illness. Any cost associated with the supplying of a certificate concerning a job-incurred injury or illness that is not covered by Workers' Compensation benefits shall be borne by the employing Agency. Any cost associated with the supplying of a certificate concerning a non-job-incurred injury or illness shall be borne by the employee. In the event of a failure or refusal to supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude that employee from the performance of duties, such sick leave may be canceled and the employee's service terminated.

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

Section 4. Restoration of Sick Leave Credit. Employees who have been separated from state service and return to a position (except as temporary employees) within two (2) years shall have unused sick leave credits accrued during previous employment restored.

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

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

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

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

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

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

Section 8. Hardship Leave.

These provisions shall apply for the purpose of allowing employees to donate accrued vacation leaves and compensatory time for use by eligible recipients as sick leave. Agencies will allow employees to make donations of accumulated compensatory time or vacation leave, not to exceed the hours necessary to cover for the qualifying absence as provided in paragraph (d), to a coworker in that Agency or different Agency. To donate to a specific employee in a different Agency, the employee (donor) must submit a written request to his/her appointing

authority/designee. Such donation is subject to approval by both the donor's and recipient's appointing authority/designee. For purposes of this Agreement, hardship leave donations will be administered under the following stipulations and the terms of this Agreement shall be strictly enforced with no exceptions.

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

Section 9. Oregon Family and Medical Leave Act (OFLA) and Family Medical Leave Act (FMLA). Paid leave is to be used in conjunction with the FMLA or OFLA consistent with the leave provisions of this Article and other leave provisions of this Agreement. As long as the employee's compensatory time balance does not exceed forty (40) hours, an employee may retain up to forty (40) hours of vacation leave for use upon returning to work as long as the combined total of compensatory time and vacation hours do not exceed forty (40) hours. Designation to retain the leave shall be made in writing within five (5) business days of the beginning of the qualifying leave. In no instance shall an Agency restore leave or recoup pay as the result of such designation. Once the designation has been made and approved and the employee is on leave without pay status, that status will continue for the duration of the leave. Such employees are not eligible to receive hardship leave donations.

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

(a) The "FMLA and OFLA year" is considered to be a twelve (12) month period rolling backward for each employee.
(b) The Employer's determination of FMLA or OFLA eligibility may require medical certification that the leave is needed due to a FMLA or OFLA qualifying condition of the employee or that of a member of the family. At an Agency's expense, a second opinion may be requested.

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

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

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

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

ARTICLE 56.1C--SICK LEAVE

(Employment Department)

All employees of the Employment Department will be allowed to transfer accumulated vacation leave to a coworker who has exhausted all accumulated leaves.

Eligibility to receive and use donated leave will be the same as that used for Sick Leave under Article 56--Utilization of Sick Leave with Pay, Section 2.

The vacation leave hours donated will be converted to sick leave for use by the receiving employee. The hours of leave donated will be converted into an hourly rate and then applied to the donee's account at their hourly rate, e.g., an employee who earns twenty dollars ($20.00) per hour by donating one (1) day of leave to an employee who earns ten dollars ($10.00) an hour will have donated two (2) days of sick leave to the donee employee. The reverse also applies; if an employee earning ten dollars ($10.00) per hour donates one (1) day of leave to an employee earning twenty dollars ($20.00) per hour, one-half (½) day of leave will be transferred to the donee employee.

The Labor-Management Committee will monitor leave use.

ARTICLE 56.3--SICK LEAVE

(ODOT Coalition, except ODOA)

When an employee needs to use sick leave and has not given his/her supervisor prior notice, the employee will call his/her supervisor prior to the beginning of his/her scheduled shift, except for circumstances beyond the control of the employee, such as a traffic accident.

ARTICLE 56.3D--SICK LEAVE (ODOA)

When an employee needs to use accrued sick leave and has not given his/her supervisor prior notice, the employee shall notify the Agency of his/her absence by leaving a message on the Agency's answering machine prior to the start of the employee's regularly scheduled work schedule except for circumstances beyond the control of the employee, such as a traffic accident.

ARTICLE 57--BEREAVEMENT LEAVE

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

Employees may, with prior authorization, use accrued leave other than sick leave to discharge additional

obligations such as, but not limited to, handling estate issues or administrative/family matters. If no accrued leave is available, the employee may request authorization to use leave without pay.

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

For purposes of this Article, "immediate family" shall include the employee's or the employee's spouse's parent, wife, husband, child, brother, sister, grandmother, grandfather, grandchild, or the equivalent of each for domestic partners, or another member of the immediate household.

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

ARTICLE 58--HOLIDAYS

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

(a) New Year's Day on January 1.
(b) Martin Luther King, Jr.'s Birthday on the third Monday of January.
(c) Presidents' Day on the third Monday in February. (This does not apply to the Oregon Student Assistance Commission or PERS.)
(d) Memorial Day on the last Monday in May.
(e) Independence Day on July 4.
(f) Labor Day on the first Monday in September.
(g) Veterans' Day on November 11. (This does not apply to the Board of Dentistry.)
(h) Thanksgiving Day on the fourth Thursday in November.
(i) For the Oregon Student Assistance Commission, the Board of Dentistry and PERS only, the Friday after Thanksgiving.
(j) Christmas Day on December 25.
(k) Every day appointed by the Governor as a holiday.

Section 2. Special Day. In addition to the holidays specified in this Article, full-time employees shall receive eight (8) hours of paid leave. Part-time, seasonal, and job share employees shall receive a prorated share of eight (8) hours of paid leave at their regular straight time rate of pay based upon the same percentage or fraction of month, as they are normally scheduled to work. Paid leave granted in this Section, shall be accrued by all employees employed as of December 24 of each year. Employees may request the option of using this paid leave on the workday before or after Christmas, the workday before or after New Year's Day, or, when these days are not available to an employee, on another day of the employee's choice; provided that, approved usage of this leave shall be granted on a basis which shall preclude the closure of state facilities. Instead of the day before or after New Years or Christmas, employees employed as of the day before Thanksgiving may choose to use the special day on the day before or the day after Thanksgiving.

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

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

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

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

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

(c) Transfers To and From Another Agency:
(1) When compensable, non-workdays such as a holiday, sick leave, or vacation leave which come between the separation date in the losing Agency unit and the subsequent hire date in the gaining Agency, the gaining Agency is liable for all of the compensable non-workdays.
(2) The beginning date of employment in the gaining Agency must be the first compensable non-workday following separation from the losing Agency.

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

Section 5. Observance.

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

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

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

ARTICLE 58T--HOLIDAYS (Temporary Employees)

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

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

Section 3. Observance.

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

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

ARTICLE 58.1C--HOLIDAYS (Employment Department)

For legal holidays where the calendar date of the legal holiday falls on other than Friday or Monday and the employee is scheduled to work, the employee will be paid time and one-half (1 ½) after midnight (12:01 a.m.). The employee will receive holiday leave for the following scheduled workshift.

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

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

ARTICLE 58.2C--HOLIDAY SCHEDULING (OSH)

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

ARTICLE 58.2E,G--HOLIDAY SCHEDULING (EOTC, BMRC)

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

ARTICLE 58.3--HOLIDAY SCHEDULING AND COMPENSATION FOR HOLIDAY WORK (ODOT Coalition)

Section 1. The Agency shall assign holiday work schedules and employees shall normally be notified of such schedules at least fourteen (14) days in advance, but in no instance shall there be less than seven (7) days advance notice of such work schedules except in situations over which the Agency has no control.

Section 2. An employee shall receive compensation for holiday time worked in either cash or compensatory time off in accordance with Article 32.3--Overtime, of this Agreement.

Section 3. Consistent with current practice which is subject to eligibility requirements and pay rates under Article 58, Sections 3 and 4 of the Agreement, when a full-time employee regularly works a 4/10 work schedule and actually works a full ten (10) hour shift on a holiday, the employee will be paid for a total of twenty-three (23) hours.

Section 4. Observance (ODOT only). For employees who work Monday through Friday schedules, when a holiday specified in Section 1 of Article 58 falls on a Saturday, the preceding Friday shall be recognized as the holiday. When a holiday specified in Section 1 of Article 58 falls on a Sunday, the following Monday shall be recognized as the holiday.

For employees who work shifts other than Monday through Friday, when a holiday specified in Section 1 of Article 58 falls on a regular workday, that day will be recognized as the holiday. When the holiday specified in Section 1 of Article 58 falls on a regularly scheduled day off, the preceding workday shall be recognized as the holiday.

ARTICLE 58.5A--HOLIDAYS (OSD Only)

When Veterans' Day falls on Tuesday or Wednesday, the holiday will be observed on the preceding Monday. When Veterans' Day falls on Thursday, the holiday will be observed on the following Friday.

ARTICLE 59--ELECTION DAYS

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

ARTICLE 60--LEAVES WITH PAY

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

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

Section 3.

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

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

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

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

Section 6. An employee who has served with the State of Oregon or its counties, municipalities, or other political subdivisions for six (6) months or more immediately preceding an application for military leave, and who is a member of the National Guard or of any reserve components of the armed forces of the United States is entitled to a leave of absence with pay for a period not exceeding fifteen (15) calendar days or eleven (11) workdays in any training year (October 1 through September 30). If the training time for which the employee is called to active duty is no longer than fifteen (15) calendar days, the employee may be paid for the first fifteen (15) days only if such time is served for the purpose of discharging an obligation of annual active duty for training in the military reserve or National Guard.
(See Letter of Agreement in Appendix A.)

ARTICLE 60T--LEAVES WITH PAY

(Temporary Employees)

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

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

ARTICLE 61--LEAVES OF ABSENCE WITHOUT PAY

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

Section 2. A state employee voluntarily or involuntarily seeking military leave without pay to attend service school shall be entitled to such leave during a period of active duty training. Military leaves of absence without pay shall be granted in compliance with the Veterans' Reemployment Rights Law, Title 38, USC Chapter 43.

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

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

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

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

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

ARTICLE 61.1--LEAVES OF ABSENCE WITHOUT PAY (Human Services Coalition)

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

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

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

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

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

Section 6. Court Appearance Leave Without Pay. An employee may request and shall be granted leave without pay for the time required to make an appearance as a plaintiff or defendant in a civil or criminal court proceeding that is not connected with the employee's officially assigned duties.

ARTICLE 61.2--LEAVES OF ABSENCE WITHOUT PAY

(Institutions Coalition)

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

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

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

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

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

Section 6. Court Appearance Leave Without Pay. An employee may request and shall be granted leave without pay for the time required to make an appearance as a plaintiff or defendant in a civil or criminal court proceeding that is not connected with the employee's officially assigned duties.

ARTICLE 61.3--LEAVES OF ABSENCE WITHOUT PAY (ODOT Coalition)

An employee who has attained regular status may request a leave of absence without pay for up to one (1) year. The Agency may grant such leave subject to the operating requirements of the employee's work unit. Requests for such leave must be made in writing at least seven (7) calendar days in advance. The request must establish reasonable justification for approval. Acceptance of outside employment is not reasonable justification for approval.

ARTICLE 61.5--LEAVES OF ABSENCE WITHOUT PAY (Special Agencies Coalition)

Section 1. In instances where the work of an Agency shall not be seriously handicapped by the temporary absence of an employee, the employee may be granted a leave of absence without pay.

Section 2. Time spent on leave without pay in excess of one (1) year shall not be considered as time worked for purposes of vacation and sick leave accrual, recognized service date, salary eligibility date, or other benefit.

Leave resulting from job-incurred disability shall be counted as time spent in a salary step in computing eligibility of the employee for further salary increases and layoff. Similarly, time spent on leave without pay resulting from military leave will be treated in a manner consistent with Veterans' Reemployment Rights Leave, Title 38, USC Chapter 43.

Section 3. Any authorized leave of absence without pay does not constitute separation from state service.

Section 4. Court Appearance. 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.

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 the position held before the leave was granted, and at the prevailing salary rate without loss of seniority or other employment rights. Failure of an employee to report within ninety (90) days after termination of services shall be cause for dismissal.

ARTICLE 63--PARENTAL LEAVE

A parent shall be granted a leave of absence up to twelve (12) weeks to care for a new baby. Such leave can be less than twelve (12) weeks, if so requested by the employee, or at the discretion of management more than twelve (12) weeks, depending on the needs of the Agency. During the period of parental leave, the employee is entitled to use accrued vacation leave, compensatory time,

leave without pay, or consistent with state and federal regulations, sick leave.
(NOTE: See Article 56--Sick Leave, for pregnancy-related temporary disability.)

ARTICLE 64--PRE-RETIREMENT COUNSELING LEAVE

Section 1.

(a) If an employee is sixty (60) years of age or older or at least forty-five (45) years old and within five (5) years of his/her chosen retirement date, he/she shall be granted up to twenty-eight (28) hours of leave with pay to pursue bona fide pre-retirement counseling programs. However, an employee may draw up to four (4) hours of his/her twenty-eight (28) hours of pre-retirement counseling leave after completion of ten (10) years of service prior to reaching age sixty (60) or five (5) years from retirement. Employees shall request the use of leave provided in this Article at least five (5) days prior to the intended date of use.

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

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

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

ARTICLE 65--SEARCH AND RESCUE

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

ARTICLE 66--VACATION LEAVE

Section 1. Vacation Leave Accrual. After having served in the state service for six (6) full calendar months, employees shall be credited with the appropriate earned vacation leave and thereafter vacation leave shall be accumulated or prorated on the appropriate schedule as follows for (a) full-time employees; (b) seasonal employees; and (c) part-time employees:

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

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

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

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

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

Section 2. Vacation Leave for New or Separating Employees.

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

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

(b) Separating employees who are eligible will be paid for unused vacation leave accrued through the last full calendar month or pay period of service, based on each employee's work schedule. If the employee does not work or is not in pay status through the last regularly scheduled workday in the last calendar month or pay period, payment for such month or period shall be made on a pro-rata basis.

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

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

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

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

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

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

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

Section 8. If an employee has a break-in-service and that break does not exceed two (2) years, he/she shall be given credit for the time worked prior to the break-in-service.

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

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

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

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

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

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

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

(a) That employees shall have their vacation time paid in full when they take education leave without pay in excess of ninety (90) days;

(b) That in any other leave of absence without pay that exceeds fifteen (15) days, the employees shall be required to use their accumulated vacation. Bargaining unit members may not be required to take vacation when leaving for military or reserve service as per Title 38, USC Chapter 43, or parental leave until after thirty (30) days;

(c) As provided for set-off of damages or misappropriation of state property or equipment on termination;

(d) To avoid losing vacation the employee must request vacation leave. When such leave is impossible a cash payment of not more than sixty (60) hours shall be made. In lieu of cash payment, the Employer shall schedule time off in excess of three-hundred twenty-five (325) hours within sixty (60) days prior to the date the vacation leave would reach three-hundred twenty-five (325) hours. Hours earned over three-hundred twenty-five (325) hours will be immediately lost to the employee if the equivalent of those hours is not used prior to the month of maximum accrual.

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

ARTICLE 66.1--VACATION SCHEDULING

(Human Services Coalition)

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

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

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

ARTICLE 66.2--VACATION LEAVE

(Institutions Coalition)

Section 1. Vacation Scheduling. See Articles 66.2A-66.2K.

ARTICLE 66.2A--VACATION SCHEDULING

(OYA Youth Correctional Facilities and Camps)

Section 1. The Institution shall provide a sign-up period for vacation between the dates of March 1 and April 1, for the 12 month period of May 1 through April 30. The results will be posted no later than April 15. Subject to the

operating requirements of the unit, an employee shall have his/her choice of vacation time. If two (2) or more employees in the same first line supervisory work unit request the same periods of time and the matter cannot be resolved by agreement of the Parties concerned, the employee having the greatest seniority shall be granted the time off once a year. After April 1, employees may request vacation for the following month and any employee who first requests to schedule a vacation date in the following month not in conflict with a previously scheduled vacation shall be granted the time.

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

ARTICLE 66.2C,E,G,H--VACATION SCHEDULING
(OSH, EOTC, BMRC, Pendleton Cottage)

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

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

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

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

ARTICLE 66.2K--VACATION SCHEDULING
(OYA Administration and Field Services)

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

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

ARTICLE 66.3--VACATION LEAVE (ODOT Coalition)

Section 1. ODFW, Forestry and ODOT (Excluding DMV). Seasonal employees shall have the option to carry forward up to a maximum of forty (40) hours of accrued vacation under the following conditions:

(a) The employee must be scheduled into a successive season without a break-in-service, known as "back-to-back" seasons. If the employee is not scheduled for a successive season, then accrued vacation will be paid off. If the employee is scheduled into a successive season, but does not report as scheduled, the Employer will pay off the vacation balance as it determines is appropriate.

(b) The employee must submit written notice of intent to carry forward accrued vacation leave at least two (2) weeks prior to the end of the season, if a date certain for season end has been provided to the employee. If no date certain has been provided to the employee, then the employee must submit written notice of intent to carry forward accrued vacation leave within five (5) working days of notice that their season is ending.

Section 2. Subject to the operating requirements of the Agency, employees shall have their choice of vacation time. If two (2) or more employees, on the same day, request the same period of time and the matter cannot be resolved by agreement of the Parties concerned, the employee having the greatest length of service with the Agency shall be granted the time, provided however, that an employee shall not be given this length of service consideration more than once every two (2) years. An employee exercising such right must make such request in writing.

Section 3.

(a) ODOT, Except DMV. Full-time permanent employees shall be allowed to use at least one (1) full week of vacation each year during the calendar season of their choice. The Agency shall grant requests of more than one (1) week when the workload of the unit will permit. Seasonal employees who work a combination of seasons which involve work in any portion of any eight (8) months of a calendar year shall be permitted one (1) full week of vacation consistent with the provisions for a full-time permanent employee. No seasonal employee shall have his/her season terminated solely for the purpose of circumventing this Section.

(b) DMV Only. Permanent employees shall be allowed to use at least one (1) full week of vacation each year during the calendar season of their choice. The Agency shall grant more than one (1) week when the operating requirements of the Agency permit.

Employees with over one-hundred (100) hours of vacation time on record at the time of request, will be granted additional leave time, subject to the operating requirements of the Agency.

Section 4. All requests for vacation shall be reviewed and approved or rescheduled by the Agency within fifteen (15) calendar days of receiving the request.

Section 5. A scheduled vacation shall not be canceled once an employee has made a deposit on reservations and the deposit is not recoverable, except in the event of an emergency. The Agency may require proof of such unrecoverable deposits.

Section 6. Vacation leave shall not accrue during a leave of absence without pay or education leave with pay the duration of which exceeds fifteen (15) calendar days.

ARTICLE 66.5--VACATION LEAVE (Special Agencies Coalition, except Oregon Health Licensing Agency)

Section 1. Vacations shall be requested in writing by each employee and subject to written approval or denial by his/her supervisor. Such written approval or denial shall be provided to the employee within seven (7) calendar days following submittal of a request. This shall not require that use of vacation time be requested seven (7) days in advance. Vacation shall be scheduled, as much as possible, at the convenience of the employee consistent with the operating requirements of the Agency. In the case of conflict between two (2) or more employees in the same work area, the employee who first requested this time shall be given preference. If the conflict again occurs between these employees, such conflicts shall be resolved on a rotating basis.

Section 2. Cancellation of Vacation.

(a) Except Health-Related Licensing Boards. Approved vacation leave may not be canceled by the Employer except in the event of an emergency condition which creates an abnormal workload or other condition not under the control of management. In the event of an emergency, the affected employee shall be notified of the cancellation in writing. When vacation leave has been approved at least ninety (90) days in advance and is canceled, unrecoverable transportation or lodging deposits will be paid by the Agency if the employee produces proof of such unrecoverable deposits, including written evidence of a good faith effort to recover the deposits.

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

ARTICLE 66.50--VACATION LEAVE

(Oregon Health Licensing Agency)

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

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

ARTICLE 70--LAYOFF

Section 1. A layoff is defined as a separation from the service for involuntary reasons other than resignation, not reflecting discredit on an employee. An employee shall be given written notice of layoff at least fifteen (15) calendar days before the effective date, stating the reasons for the layoff. (See Sections 9 and 10 on statewide recall rights and intergovernmental transfers, and see Section 11 regarding Secondary Recall Rights.)

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

(a) The Agency shall determine the specific positions to be vacated and employees in those positions shall be notified of layoff. The Agency shall notify in writing all affected employees of his/her seniority and his/her contractual bumping rights. The Agency shall notify the Union of the seniority of all employees in all affected positions in writing. In addition, the Agency shall provide each Union Steward in the geographic area affected by layoff with one (1) written copy of the seniority of employees in all affected positions in that geographic area. The Agency shall also post a copy of the seniority of all affected positions in the geographic area on the employee bulletin board.

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

(c) Employees shall be laid off and seniority calculated within a geographic area and within the following separate categories:
   (1) Permanent full-time positions;
   (2) Permanent part-time positions;
   (3) Seasonal full- and part-time positions; or
   (4) Academic year positions (OSD):
      - Full-time academic year positions; or
      - Part-time academic year positions.
   (5) The Employment Department shall maintain the following layoff lists:
      (A) Full-time employees plus seasonal employees with more than twelve (12) months continuous full-time employment immediately preceding layoff;
      (B) Seasonal employees with less than twelve (12) months continuous full-time employment immediately preceding layoff;
      (C) Part-time employees.

   An initial trial service employee cannot displace any regular status employee.

(d) An employee notified of a pending layoff shall have one (1) opportunity to prioritize the following options and communicate such choice(s) in writing to the Agency within seven (7) calendar days from the date the employee is notified in writing. If the date the employee's response is due falls on a Saturday, Sunday or holiday, the employee will provide his/her choice to the Agency on the next business day. However, this seven (7) day notice will not be required if the employee is involved in a meeting to make such choice as long as seniority has been posted prior to this seven (7) day notice as specified in Section 2(a).

(1) The employee may displace the employee in the Agency with the lowest seniority in the same classification for which he/she is qualified in the same geographic area in the Agency where the layoff occurs.

(2) If no positions are accessible under option one (1), the employee may displace the employee in the Agency with the lowest seniority in the same geographic area in any classification with the same salary range in which the employee previously held regular status, including any predecessor classification; or, if this choice is not available to the employee, the employee may move into vacant positions in classifications with the same salary range that the Agency intends to fill in the same geographic area.

(3) The employee may identify and prioritize up to three (3) classifications in lower salary ranges for which he/she is qualified within the Agency and same geographic area. The employee may demote to the lowest seniority position in one of the identified classifications considered in the order listed by the employee, pursuant to this Section. Employees who elect to demote shall be placed on any geographic area layoff list of his/her choice within the Agency for the classification from which he/she demoted.

(4) The employee may elect to be laid off. An employee who elects to be laid off shall be placed on any geographic area layoff list of his/her choice within the Agency for the classification from which he/she was laid off.

The options provided by Subsections 2(d)(1), (2) and (3) above shall apply to regular status (i.e., non-limited duration) employees displacing limited duration employees only when the limited duration positions are expected to continue for at least ninety (90) days beyond the time of layoff.

For purposes of bumping under Section 2(d)(1), (2) and (3), a vacant position that management intends to fill is considered to have the least seniority.

(e) To be qualified for the options under Section 2(d)(1), (2) and (3), the employee must meet the minimum qualifications for the position's classification and must be capable of performing the specific requirements of the position within a reasonable period of time. A reasonable period of time is defined as approximately thirty (30) calendar days. If an employee meets the minimum qualifications but is not capable of performing the specific requirements of the lowest seniority position, he/she may displace or demote to the next lowest seniority position in the classification, provided that the incumbent in the next lowest position has a lower seniority than the employee displacing or demoting.

(f) When exercising an option under Section 2(d)(1), (2) and (3), an employee shall only be eligible to displace another employee with lower seniority.

(g) When an employee is laid off because of being separated from state service per Section 2(d)(4) of this Article, moving expenses will be paid once by the Agency. In other words, moving expenses will be reimbursed only when that employee has in fact, left State service and is called back from the layoff list to a geographic area other than the one in which he/she was laid off. Moving expenses will not be paid by the Agency for any other moves associated with displacement, demotion, or return from a layoff list.

(h) Limited Duration Appointments—Workload Reasons. Eligible employees, as defined in Article 51 Section 2, shall have their seniority calculated within a geographic area and may bump limited duration or permanent employees based on their seniority within the following separate categories:

(1) full-time status;

(2) part-time status.

(i) Limited Duration Appointments—Non-Workload Reasons. Eligible employees, as defined in Article 51, Section 1, whose limited duration appointment that exceeds two (2) years shall have their seniority calculated within a geographic area. These employees shall be placed on the Agency recall list for the affected geographic area when the limited duration appointment ends. These employees will not be eligible to bump any employees, but shall be placed on the affected agency layoff recall list for the class they held as a limited duration employee.

(j) An initial trial service employee cannot displace any regular status employee (see Section 5 for more on treatment of trial service employees).

(k) Job Share Positions.

(1) Individuals filling a job-sharing position which totals a full-time equivalent at the time of calculation of seniority shall be considered as one (1) full-time equivalent or, if either Party chooses, as part-time employees.

(2) If the employees in a job-share position choose to be treated as a full-time employee, seniority for the position shall be determined by averaging the two (2) individuals' Layoff Service Date.

(3) If either employee in a job-share position chooses to be treated as a part-time employee, seniority for each employee will use individual Layoff Service Date.

If only one (1) person is filling a job-share position, he/she shall be considered as a full-time equivalent.

(l) If an employee is overfilling or underfilling a position, the employee will be considered in the position classification for the purposes of this Article. If an overfill employee is displaced, demoted in lieu of layoff or is laid off, the employee shall retain his/her overfill status upon return to his/her classification.

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

Section 3. For purposes of this Article, the term "Agency" does not include employees represented by other unions. There will be no cross-bumping between unions. If, however, the Employer and/or the Agency permits another union to cross-bump into SEIU Local 503, OPEU positions,

such rights shall be extended to SEIU Local 503, OPEU bargaining unit members also. There shall not be cross-bumping between the Management Service and the bargaining unit.

In instances where there is more than one (1) classification in the same salary range affected by a concurrent layoff, employees in the multiple classifications will have their layoff option selection notices processed by seniority (state service) within the salary range as opposed to classification. However, should two (2) or more employees continue to have equal seniority it will be decided in accordance with Section 4(d).

In instances where the first round of layoffs have been completed and a vacancy which the Agency intends to fill occurs prior to the initiation of a second round of layoffs, employees who are on an Agency geographic area layoff list may have priority rights to such vacancy in accordance with the Filling of Vacancies Articles.

Section 4. Seniority.

(a) Seniority Definition. Seniority is the Layoff Service Date which is the date the employee began state service (except as a temporary appointee) as adjusted for break(s)-in-service.
(See Letter of Agreement in Appendix A).

(b) Break-In-Service. A break-in-service is a separation or interruption of employment without pay of more than two (2) years. If an employee has a break-in-service that does not exceed two (2) years, he/she shall be given credit for the time worked prior to the break-in-service. Seniority will also be adjusted for leaves without pay in excess of one (1) year.

(c) Seniority Frozen. When an Agency intends to initiate a layoff, the Agency will notify the Union in writing that all seniority will be frozen from the date of notice for a period not to exceed three (3) months. However, during the period when seniority is frozen, the employee will continue to accumulate time towards seniority for purposes of future computations. The three (3) month freeze may be extended by mutual written agreement of the Union and the Agency.

(d) Equal Seniority. If it is found that two (2) or more employees in the Agency in which the layoff is to be made have equal seniority, then the greatest length of continuous service in the Agency shall be used. If ties between employees still exist, the order of layoff shall be determined by the Agency in such manner as to conserve for the State the services of the most qualified employee.

Section 5. Any trial service employee who is laid off or demoted in lieu of layoff shall not be placed on the Agency layoff list, but shall be restored to the eligible list from which certification was made if the eligible list is still active. Restoration of the list shall be for the remaining period of eligibility that existed at the time of appointment from the list.

Section 6. Regular and eligible limited duration employees laid off or demoted in lieu of layoff shall be placed on the reemployment list for the classification in which they were laid off.

Section 7. Regular status seasonal employees laid off prior to the end of the season shall be placed in order of seniority on the Agency layoff list for seasonal reappointment and shall be limited so as to encompass only those seasonal employees in a classification who are employed at that specific geographic location and the Agency where the reduction occurs. The eligibility for such seasonal employees shall be canceled at the end of each season. At the completion of a season, all seasonal employees shall be terminated without regard to seniority.

Section 8. Any employee demoted in lieu of layoff may request at that time and shall be paid for all accrued compensatory time at the rate being earned prior to demotion in lieu of layoff.

Section 9. Agency Layoff Lists. Names of regular employees of the Agency who have separated from the service of the State in good standing by layoff or who have demoted in lieu of layoff, or employees transferred outside State government due to intergovernmental transfers, shall be placed on layoff lists in seniority order established by the classification from which the employee was laid off or demoted in lieu of layoff and by geographic area.

Names of eligible workload limited duration employees of the Agency, who have separated from the service of the State in good standing by layoff or who have demoted in lieu of layoff, shall be placed on appropriate Agency layoff list in seniority order established by the classification from which the employee was laid off or demoted in lieu of layoff and by geographic area.

Names of eligible non-workload limited duration employees shall be placed on appropriate Agency layoff list in seniority order established by the classification from which the employee was laid off and by geographic area.

The employee shall designate in writing the geographic area layoff list(s) on which he/she wishes to be placed.

An employee currently on a layoff list prior to the effective date of this Agreement, shall be placed on the geographic layoff list from which he/she was laid off and shall be notified by the Agency of his/her right to designate additional geographic layoff list(s) in accordance with this Article.

Section 10. Recall. Employees who are on an Agency layoff list shall be recalled by geographic area in seniority order beginning with the employee with the greatest seniority.

(a) Same Geographic Area Recall/Recall to a Permanent Position. If an employee (permanent or limited duration) is certified from a layoff list and is offered a permanent position in the geographic area from which he/she demoted or was laid off, he/she shall have one (1) right of refusal. Upon a second refusal, however, the employee's name will be removed from the layoff list in that geographic area.

(b) Different Geographic Area Recall/Recall to a Permanent Position. If an employee (permanent or limited duration) is certified from a layoff list and is offered a permanent position in a different geographic area from which he/she demoted or was laid off, he/she shall have one (1) right of refusal. Upon a second refusal, which must be more than fifteen (15) days after the first refusal, the employee's name will be removed from the layoff list for that geographic area. An employee who has other refusals during this fifteen (15) day period shall not have his/her name removed from the list.

(c) An employee appointed to a permanent or seasonal position from a layoff list shall be removed from all other layoff lists for that classification.

(d) When an employee is laid off because of being separated from state service per Section 2(d)(4) of this Article, moving expenses will be paid once by the

Agency, except for recall of employees transferred outside State government due to intergovernmental transfer. In other words, moving expenses will be reimbursed only when that employee has in fact, left State service and is called back from the layoff list to a geographic area other than the one in which he/she was laid off. Moving expenses will not be paid by the Agency for any other moves associated with displacement, demotion, or return from a layoff list.

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

(f) If a limited duration appointment is necessary in any geographic area and is expected to last longer than ninety (90) days, and there is a layoff list for that classification in the geographic area, employees on the layoff list shall first be offered the limited duration appointment prior to hiring any other limited duration employee. Refusal of a limited duration appointment does not constitute a right of refusal under this Section.

Section 11. Secondary Recall Rights.

(a) Application: These rights apply to all employees and Agencies represented by the Union except employees who are laid off during initial trial service.

(b) Definitions:

(1) Geographic areas are the groupings of work locations in event of layoff and the scope of recall rights after a layoff as defined in the Agency-specific provisions of Articles 70.1, 70.2, 70.3, and 70.5.

(2) Agency Layoff Lists are intra-Agency layoff lists, as defined in Article 45, Section 2(a), and as further defined by geographic areas for layoff for each Agency in Articles 70.1, 70.2, 70.3, and 70.5.

(3) Secondary Recall List is an inter-Agency layoff list, which consists of regular status employees who have been separated by layoff from Union-represented positions in Union-represented Agencies and who have elected to be placed on such list, consistent with the definitions of geographic areas for layoff for each Agency in Articles 70.1, 70.2, 70.3, and 70.5.

(c) Coordination with Articles 45 and 70: The recall options provided herein shall be consistent with the priority of recall to positions from layoff within an Agency, as specified in this Article and Article 45, except that recall from Agency Layoff Lists shall take precedence over recall from the Secondary Recall List.

(d) Procedures:

(1) Placement on the Secondary Recall List.

(A) Regular status employees and eligible workload limited duration employees, who are separated from the service of the State in good standing by layoff or transferred outside State government due to intergovernmental transfer shall, in addition to their right to be placed on Agency Layoff Lists, be given the option of electing placement on the Secondary Recall List by geographic area for other SEIU Local 503, OPEU-represented Agencies which utilize the same classification from which they were laid off. The term of eligibility of candidates placed on the list shall be two (2) years from the date of placement on the list or the termination of this Agreement whichever occurs first.

(B) Employees who elect to be placed on the Secondary Recall List shall specify in writing the Agencies and geographic areas of their choice.

(2) Use of the Secondary Recall List.

(A) Notwithstanding any other provision regarding the use of the Secondary Recall List, designated individuals on the secondary list may be given first preference for appointments to positions in order to ensure adequate numbers of protected class employees, based on the goals of the Affirmative Action Plan developed by the Agency effecting the recall, consistent with applicable law.

(B) After the exhaustion of any Agency Layoff List for a specific classification within a geographic area, the Secondary Recall List shall be used to fill all positions within a specific classification and geographic area consistent with Section (c) above, until such secondary list is exhausted.

(C) To be eligible for appointment from the Secondary Recall List, a laid off employee on such list must meet the minimum qualifications for the classification and any special qualifications for the position.

(D) 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 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 in Section 4 of this Article.

(E) Where fewer than five (5) eligible employees remain on the Secondary Recall List, the Agency shall select one (1) of these employees who meets the minimum qualifications for the class and any special qualifications for the position.

(3) Appointments/Refusals of Appointments from the Secondary Recall List.

(A) Recall to a Permanent Position. A laid off regular status or eligible workload limited duration employee on the Secondary Recall List who is offered a permanent appointment from the list and refuses to accept the appointment shall have his/her name removed from the Secondary Recall List.

(B) Employees appointed to positions from the Secondary Recall List shall have their names removed from all other Agency Layoff Lists and the Secondary Recall List.

(C) Employees appointed to positions from the Secondary Recall List shall serve a trial service period not to exceed three (3) full months. Administration of the trial service period shall be consistent with Sections 2, 4, and 5 of Article 49. However, employees who fail to successfully complete this trial service period shall have their names restored only to the Agency Layoff Lists on which they previously had standing. Restoration to the Agency Layoff List shall be for the remaining

period of eligibility that existed at the time of appointment from the Secondary Recall List.

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

Section 12. Geographic Area. See Articles 70.1-70.5.

Section 13. When the Employer declares that a lack of funds will necessitate a layoff, the Parties will meet, if requested by either the Employer or the Union, to consider such alternatives to layoffs as: voluntary reductions in hours; voluntary paid leaves of absence; other voluntary programs and/or temporary interruptions of employment. Such alternatives shall be subject to mutual agreement by the Union and the Employer. In the absence of such mutual agreement, the Employer may implement layoff procedures consistent with this Agreement. The Parties agree that any and all discussions that take place under this Section shall not be subject to Article 5--Complete Agreement of this Agreement, or constitute interim negotiations under PECBA. In addition, the Parties will not be required to use the dispute resolution processes contained in PECBA.

Section 14. Prior to transferring a program to an Oregon non-profit corporation that is not a PERS participant, a regular status employee shall be afforded layoff and bumping rights.

(See Letters of Agreement in Appendix A.)

ARTICLE 70.1C--GEOGRAPHIC AREA FOR LAYOFF

(Employment Department)

Section 1. For purposes of Article 70--Layoff, the geographic area is as defined below. Employees transferring between offices in the geographic area shall not be eligible for moving expenses.

- ASTORIA: Columbia, Clatsop and Tillamook Counties
- CENTRAL OREGON: Crook, Deschutes and Jefferson Counties
- COOS BAY: Coos and Curry Counties
- EASTERN OREGON: Baker, Grant, Harney, Malheur, Union and Wallowa Counties
- EUGENE: Benton, Lane and Linn Counties
- KLAMATH FALLS: Klamath and Lake Counties
- MID-VALLEY: Marion, Polk and Yamhill Counties
- NEWPORT: Lincoln County
- NORTHEAST OREGON: Morrow and Umatilla Counties
- PORTLAND: Clackamas, Multnomah and Washington Counties
- ROSEBURG: Douglas County
- SOUTHERN OREGON Jackson and Josephine Counties
- THE DALLES: Gilliam, Hood River, Sherman, Wasco and Wheeler Counties

For seasonal employees who have not worked full-time for twelve (12) continuous months immediately preceding the layoff, the geographic area is the cost center program, unless the employee has demonstrated the knowledge, skills, and abilities in another program, in which case the geographic area includes the additional programs in the cost center.

Section 2. The geographic area for Economists, Administrative Law Judges, and Auditors shall be their cost centers.

ARTICLE 70.1M--GEOGRAPHIC AREA FOR LAYOFF

(DHS Non-Institutions)

For purposes of Article 70--Layoff, the geographic area is defined as either the employee's worksite/building location or district as defined by DHS. An employee receiving a layoff notice under Article 70 shall first select his/her designated geographic area for layoff (worksite location or district). Second, the employee must exercise his/her layoff rights pursuant to Article 70, Section 2, Subsection (d) or the option below:*

Option (5): Anywhere in the State within DHS Non-Institutions Coalition, an employee may move into a vacant position, which DHS intends to fill, in the same or lower classifications for which the employee qualifies.

Employees selecting option (5) will not be placed on any geographic area layoff list for the classification from which he/she is being laid off.

All conditions contained in Article 70 continue to apply.

*See related Letters of Agreement in Appendix A. An additional option may be available for employees in the following classifications: Public Health Engineer 3, Investigator 3, Communicable Disease Investigator, Environmental Health Specialist 2 and 3, Public Health Educator 1 and 2, Natural Resource Specialist 3 and 4.

ARTICLE 70.2A--GEOGRAPHIC AREA FOR LAYOFF

(OYA Youth Correctional Facilities and Camps)

Section 1. For purposes of Article 70--Layoff, the geographic area is the employee's Institution or Camp. If there is no opportunity in the employee's Institution or Camp, employees in those Institutions or Camps will have an option at one (1) Institution or Camp within one (1) geographic area of the employee's choice. Geographic areas are defined as follows:

- Northwestern Area
- Northern Valley Area
- Central/Eastern Area
- Southern Valley Area
- Southern Area

(a) The Southern Valley Area and Southern Area shall be considered one (1) geographic area until such time as there is more than one (1) Institution or Camp in the Southern Area.

Section 2. OYA employees who move from one (1) organizational unit to another as a result of the layoff provision shall have the option to return to their previous Institution or Camp according to Article 45.2A, Section 1.

(a) It is the employee's responsibility to notify Employee Services in writing of their desire to utilize this transfer provision. Such notice must be provided within forty-five (45) days after their initial transfer to another organizational unit.

(b) The employee shall receive only one (1) offer to transfer under this Article. If an employee rejects the offer, they will be removed from this transfer list. An employee shall remain on this transfer list for two (2) years from date of their initial transfer in Section 2(a).

ARTICLE 70.2C,E,G,H--GEOGRAPHIC AREA FOR LAYOFF (OSH, EOTC, BMRC, Pendleton Cottage)

Section 1. OSH. For purposes of Article 70--Layoff, the geographic areas shall be defined as all Oregon work locations.

Employees recalled from layoff shall not be eligible for moving allowance pursuant to Article 70, Section 10.

Section 2. EOTC, BMRC, Pendleton Cottage. For purposes of Article 70--Layoff, a geographic area is defined as the Institution or Facility in which the employee works.

ARTICLE 70.2K--GEOGRAPHIC AREA FOR LAYOFF

(OYA Administration and Field Services)

For the purposes of layoff, the geographic area is the employee's office. If there is no bumping opportunity in the employee's office, the employee will have an option at one (1) office within one (1) geographic area of the employee's choice. Geographic areas are defined as follows:

- Northwestern Area
- Northern Valley Area
- Central/Eastern Area
- Southern Valley Area
- Southern Area

Until such time as there is more than one (1) Institution or Camp in the Southern Area, the Southern Valley Area and Southern Area shall be considered one (1) geographic area.

ARTICLE 70.3A--GEOGRAPHIC AREA FOR LAYOFF

(ODOT)

Section 1. ODOT (Except DMV). For the purpose of Article 70--Layoff, the geographic area is defined as the permanent place where the employee reports to work. For all employees except seasonals, if there are no employees in that place with less seniority than the employee being laid off, then the geographic area is:

(a) For Mechanics stationed at locations other than the Salem, Bend, and LaGrande shop locations, the geographic area shall be the closest of these three (3) locations.

(b) For all other employees the geographic area will be the Region in which their work location is, except that for the purposes of this Article, Region 1 and 2 will be combined.

Section 2. DMV Only. For purposes of Article 70--Layoff, the geographic area for DMV employees shall be as follows:

(a)

(1) Employees working in Salem (not in field offices) shall exercise their bumping rights within Salem. Employees may bump into field offices in accordance with Subsection (c) below only if they have previously worked in a field office as a Transportation Service Office Leader or Transportation Service Representative 1 or 2 in the last two (2) years.

(2) Employees working in field offices shall choose their geographic area for bumping as described in Subsection (c) of this Section.

(b) Business Regulation Investigators will consider the city in which their office is located to be their geographic area and shall exercise their option in accordance with Subsection (c) of this Section. Business Regulation Investigators may bump into field offices in accordance with Subsection (c) below only if they have previously worked in a field office as a Transportation Service Office Leader or Transportation Service Representative 1 or 2 within the last two (2) years of receiving their layoff notice.

(c) Employees in field offices may elect the city (as defined as city boundaries) in which the employee works or the region as his/her geographic area. The region areas for layoff shall consist of all offices assigned to the following regions:

(1) Mt. Hood and Sunset Regions (N.E. Portland, W. Portland, N. Portland, Lloyd Center, E. Portland, Mall 205, Gladstone, Clackamas Prom, Lake Oswego, Gresham, Sandy, Hood River, The Dalles, Sherwood, Beaverton Mall, Beaverton DTC, St. Helens, Astoria, Hillsboro, Tillamook).

(2) Northwest Region (North Salem, South Salem, Lancaster Mall, McMinnville, Woodburn, Dallas, Stayton, Albany, Lebanon, Corvallis, Newport, Lincoln City).

(3) Central Region (West Eugene, Springfield, Junction City, Cottage Grove, Valley River Center, Roseburg, Sutherlin, Canyonville, Bend, Redmond, Madras, Prineville).

(4) South Region (Medford DTC, Grants Pass, Cave Junction, Coos Bay, Coquille, Brookings, Klamath Falls, Lakeview, Ashland, Rogue Valley Mall, Florence).

(5) East Region (Ontario, Burns, Baker City, John Day, LaGrande, Enterprise, Pendleton, Milton-Freewater, Hermiston, Condon, Heppner).

ARTICLE 70.3B--GEOGRAPHIC AREA FOR LAYOFF

(OPRD)

For the purpose of Article 70--Layoff, the geographic area is defined as follows:

(a) Except for seasonal employees, the geographic area is the permanent place where the employee reports to work.

(b) If there are no employees in that place with less seniority than the employee being laid off, then the geographic area (with the exception of (c) below) is a radius of fifty (50) air miles from the permanent place where the employee reports to work.

(c) For purposes of layoff, Region 4 shall be combined into one (1) geographic area.

ARTICLE 70.3C--GEOGRAPHIC AREA FOR LAYOFF

(Forestry)

Section 1. For purposes of Article 70--Layoff, the geographic areas for permanent full-time and part-time employees shall be composed of the following Forestry Department groupings:

Geographic Area #1

No grouping is applicable; instead, the following Forestry Department districts will remain independent geographic areas for the purpose of layoff/recalls:

(a) Northeast Oregon District
(b) Central Oregon District and Staff to the Eastern Oregon Area Director
(c) Klamath Lake District

Geographic Area #2

(a) Southwest Oregon District
(b) Coos Management Unit
(c) Douglas Unit
(d) Western Lane District
(e) Staff to the Southern Oregon Area Director
(f) South Cascade District (East Lane Unit and Sweet Home Unit)

Geographic Area #3

(a) Forest Grove District
(b) Astoria District

(c) Tillamook District
(d) West Oregon District
(e) South Fork Camp
(f) Staff to the Northwest Oregon Area Director
(g) Schroeder Seed Orchard
(h) North Cascade District (Molalla Unit and Santiam Unit)
(i) Tillamook Forest Center

Geographic Area #4
Salem Headquarters

Section 2. The geographic area for seasonal employees shall be the Forestry Department District or Administrative Sub-Unit as follows:
(a) Pendleton Unit—Northeast Oregon District
(b) LaGrande Unit—Northeast Oregon District
(c) Wallowa Unit—Northeast Oregon District
(d) Fossil Unit—Central Oregon District
(e) John Day Unit—Central Oregon District
(f) The Dalles Unit—Central Oregon District
(g) Prineville Unit—Central Oregon District
(h) Sisters Unit—Central Oregon District
(i) Lake Unit—Klamath Lake District
(j) Klamath Unit—Klamath Lake District
(k) Grants Pass Unit—Southwest Oregon District
(l) Medford Unit—Southwest Oregon District
(m) Coos Management Unit
(n) Douglas Unit
(o) Veneta Unit—Western Lane District
(p) Florence Unit—Western Lane District
(q) Eastern Lane Unit—South Cascade District
(r) Santiam Unit—North Cascade District
(s) Philomath Unit—West Oregon District
(t) Toledo Unit—West Oregon District
(u) Dallas Unit—West Oregon District
(v) Sweet Home Unit—South Cascade District
(w) Molalla Unit—North Cascade District
(x) Forest Grove Unit
(y) Columbia City Unit
(z) Astoria District
(aa) Tillamook District
(bb) Salem
(cc) Schroeder Seed Orchard
(dd) South Fork Camp
(ee) Tillamook Forest Center

ARTICLE 70.3D--GEOGRAPHIC AREA FOR LAYOFF (ODOA)

For purposes of Article 70--Layoff, the geographic area shall be considered the City of Salem. If the Agency establishes a new office in another city and employees assigned to that office have that office designated as their official work station, the Parties agree that the Employer and Union will reopen this Article for negotiations to discuss a revised definition of the geographic area for layoff purposes. These negotiations shall be pursuant to ORS 243.698 et. seq.

ARTICLE 70.3E--DEFINITION OF GEOGRAPHIC AREA (ODFW)

Section 1. For purposes of Article 70--Layoff, the geographic area for employees other than seasonal and temporary employees shall be the Watershed District in which the employee's official station is located.

Section 2. For purposes of Article 70--Layoff, the geographic area for seasonal employees shall be the employee's worksite.

ARTICLE 70.5A--GEOGRAPHIC AREA FOR LAYOFF (Education including OSD)

In the Department of Education and Oregon School for the Deaf for purposes of Article 70--Layoff, the geographic area is defined as Salem and Woodburn worksites.

ARTICLE 70.5B,X--GEOGRAPHIC AREA FOR LAYOFF (Water Resources and OWEB)

For purposes of Article 70--Layoff, the geographic area shall be as follows:
(a) Except as provided in (b) below, the geographic area is defined as all Oregon work locations.
(b) For employees whose work station is located in Salem, the geographic area is defined as Salem.

ARTICLE 70.5C--GEOGRAPHIC AREA FOR LAYOFF (Library)

In the State Library, for purposes of Article 70--Layoff, the geographic area is defined as the city in which the employee's work station is located.

ARTICLE 70.5D--GEOGRAPHIC AREA FOR LAYOFF (Treasury)

In the State Treasury, for purposes of Article 70--Layoff, the geographic area is defined as the city in which the employee's work station is located.

ARTICLE 70.5E--GEOGRAPHIC AREA FOR LAYOFF (Department of Administrative Services)

In the Department of Administrative Services for purposes of Article 70--Layoff, the geographic area shall be as follows:
(a) Salem, Portland (b) Eugene, Springfield
(c) Pendleton

ARTICLE 70.5F--GEOGRAPHIC AREA FOR LAYOFF (Commission for the Blind)

In the Commission for the Blind, for purposes of Article 70--Layoff, the geographic area is defined as the city in which the employee's work station is located.

ARTICLE 70.5G--GEOGRAPHIC AREA FOR LAYOFF (PERS)

In the Public Employees Retirement System, for purposes of Article 70--Layoff, the geographic area is defined as all Oregon work locations.

ARTICLE 70.5H--GEOGRAPHIC AREA FOR LAYOFF (Justice)

In the Department of Justice, for purposes of Article 70--Layoff, the geographic areas shall be as follows:
(a) Portland, Milwaukie, Oregon City, Tigard
(b) Salem
(c) Eugene, Springfield, Cottage Grove
(d) Medford, White City
(e) Corvallis, Albany
(f) Roseburg
(g) Bend
(h) Pendleton

If new offices open due to localization, the Union and the Employer will meet to redefine geographic area.

ARTICLE 70.5I--GEOGRAPHIC AREA FOR LAYOFF (OHCS)

For purposes of Article 70--Layoff, the geographic areas are:

(a) Portland/Metropolitan (Portland)
(b) Northwest (Salem)
(c) Central (Bend, Eugene, Redmond)
(d) South (Ashland, Medford)
(e) East (Milton-Freewater)

ARTICLE 70.5N--GEOGRAPHIC AREA FOR LAYOFF (Revenue)

In the Department of Revenue, for purposes of Article 70--Layoff, the geographic areas shall be as follows:

(a) For employees whose work stations are located in the Salem and Portland Metropolitan Areas (including Gresham and Tualatin), the geographic area is defined as Salem and Portland Metropolitan Areas (including Gresham and Tualatin).
(b) For employees whose work stations are located outside of the Salem and Portland Metropolitan Areas, the geographic area is defined as all Oregon work locations.

ARTICLE 70.5O--GEOGRAPHIC AREA FOR LAYOFF (Oregon Health Licensing Agency)

For purposes of layoff as specified in Article 70--Layoff, the geographic area is all Oregon work locations.

ARTICLE 70.5P--GEOGRAPHIC AREA FOR LAYOFF (OSAC)

In the OSAC, for purposes of Article 70--Layoff, the geographic area is defined as the city in which the employee's work station is located.

ARTICLE 70.5Q,V--GEOGRAPHIC AREA FOR LAYOFF (DCBS, WCB)

In the Department of Consumer & Business Services, for purposes of Article 70--Layoff, the geographic areas shall be as follows:

(a) Portland, Salem
(b) Albany, Eugene
(c) Medford
(d) Bend, Pendleton

The geographic area for the cities listed shall include suburbs. Any new office added during the contract period which is located within a suburb of a city where an office exists shall be part of that city's geographic area. Any new office added during the contract period which is not located in a suburb of a city where an office exists shall be designated as a new geographic area.

ARTICLE 70.5R--GEOGRAPHIC AREA FOR LAYOFF (Agriculture)

Section 1. In the Department of Agriculture, for purposes of Article 70--Layoff, the geographic areas for seasonal employees shall be as follows:

(a) Salem, Portland
(b) Each Field office
(c) Employees who work out of their homes shall have their geographic area defined as that assigned area of their work responsibility.

Section 2. The geographic area for permanent employees shall be the State of Oregon.

ARTICLE 70.5S--GEOGRAPHIC AREA FOR LAYOFF (BOLI)

In the Bureau of Labor and Industries for the purposes of Article 70--Layoff, the geographic areas shall be as follows:

(a) Portland, Salem (b) Bend
(c) Medford (d) Eugene
(e) Pendleton

ARTICLE 70.5T--GEOGRAPHIC AREA FOR LAYOFF (Veterans' Affairs)

For purposes of Article 70--Layoff, the geographic areas shall be as follows:

(a) All positions except organizers.
  (1) Portland, Veterans' Claims (Portland) offices, all Salem offices
  (2) The Dalles
(b) The organizer positions will be statewide.

ARTICLE 70.5U--GEOGRAPHIC AREA FOR LAYOFF (DCCWD)

In the Department of Community Colleges & Workforce Development for purposes of Article 70--Layoff, the geographic area is defined as the city in which the employee's work station is located.

ARTICLE 70.5W--GEOGRAPHIC AREA FOR LAYOFF (Health-Related Licensing Boards)

For purposes of layoff as specified in Article 70--Layoff, these Boards shall be treated as one (1) Agency and the geographic area is defined as the city in which the employee works.

ARTICLE 71--SEASONAL AND INTERMITTENT EMPLOYEES

Section 1. Positions which occur, terminate, and recur periodically and regularly, regardless of the duration thereof, shall be designated as seasonal positions.

Section 2. Seasonal employees will complete trial service after having served a combination of seasonal periods totaling six (6) full calendar months (a minimum of 1,040 hours).

Section 3. A regular status seasonal employee shall be eligible for a salary increase upon returning to the same Agency in the same classification the next annual season regardless of the length of the period of time that has lapsed since the previous six (6) month or annual increase granted. "Annual season" means a period of twelve (12) months, regardless of the number of seasons occurring during that period.

Section 4. A seasonal employee shall be given notice at the time of hire of the length of the season and the anticipated end of the season. A seasonal employee shall be given at least ten (10) calendar days advance notice of the end of the season, except when conditions are beyond the control of the Agency. (See also Article 70, Section 7.)

Section 5. Regular status seasonal employees terminated at the end of the season shall be placed on the reemployment roster in order of seniority and shall be recalled by geographic area the following season in order of seniority to the extent that work is available to be performed. Such recall rights shall not apply to regular status seasonal employees who work full-time in another state Agency.

Section 6. Seasonal employees shall accrue all rights and benefits accrued by full-time employees during their

employment season, except as otherwise modified by this Agreement.

Section 7. Employees in seasonal positions who have reached regular status and who are not participating members of the Public Employees Retirement System shall receive a special differential in lieu of the state "pickup" of employee contributions to the Retirement System. Such special differential shall not increase pay rates in the Compensation Plan or be applicable to other seasonal, temporary, trial service, or regular positions or employees. Such special differential shall terminate immediately prior to the first full pay period after the employee becomes a participating member of the Retirement System and becomes eligible for State "pickup" of employee contribution to the System, pursuant to Article 27.

An employee shall receive a premium of six percent (6%) in addition to their regular rate of pay. This premium shall be discontinued in the event that the PERS "six percent (6%) pick-up" is discontinued, pursuant to Article 27 of the Agreement.

Section 8. Intermittent Appointments.

(a) Only the following seasonal, part-time, or unfunded positions may be designated as intermittent positions in that work assigned to these positions is available on an irregularly fluctuating basis because of conditions beyond the control of the Appointing Authority: Employment Department, DHS Children, Adult, and Family-related services and programs, OYA Administration and Field Services (on-call and unfunded positions), Department of Forestry (co-op positions, Phipps Nursery, and Schroeder Seed Orchard), Department of Education (relief workers at the School for the Deaf).

(b) A person appointed to an intermittent position during the term of this Agreement shall be informed in writing at the time of appointment that the position has been designated as an intermittent position and that the employee may expect to work only when work is available. A person who is appointed to an intermittent position may be scheduled for work at the discretion of the supervisor when the workload for the position so justifies without any penalty pay provision for short notice.

(c) The unscheduling of an employee appointed to an intermittent position shall not be considered a layoff. Whenever possible, an intermittent employee shall be given ten (10) calendar days notice of scheduling and unscheduling of work. When such notice cannot be given, such employees may be unscheduled without advance notice. The Agency shall not use unscheduling of work as a method of unofficially disciplining or discharging intermittent employees.

(d) Intermittent employees will be scheduled and unscheduled for work in seniority order by work unit.

(e) Except as specifically modified above, intermittent employees shall have all the rights and privileges of seasonal employees.

ARTICLE 71.1C--SEASONAL POSITIONS

(Employment Department)

Section 1. Workload for the Employment Department is directly related to the economy of the State; therefore, workload peaks occur that are beyond the control of the Agency. Positions that are to respond to workload peaks, are designated as seasonal positions. This Agreement is subject to Legislatively approved position authority.

Section 2. Seasonal employees will complete trial service after having served 1,040 hours.

Section 3. A person appointed to a seasonal position during the term of this Agreement shall be informed in writing at the time of appointment that the position has been designated as a seasonal position and that the employee may expect to work only when work is available. A person who is appointed to a seasonal position may be scheduled for work at the discretion of the supervisor when the workload for the position so justifies without any penalty pay provision for short notice.

Section 4. The unscheduling of an employee appointed to a seasonal position shall not be considered a layoff. Whenever possible, a seasonal employee shall be given ten (10) calendar days notice of scheduling and unscheduling of work. When such notice cannot be given, such employees may be scheduled without advance notice. The Agency shall not use unscheduling of work as a method of unofficially disciplining or discharging seasonal employees.

Section 5. Seasonal employees will be scheduled and unscheduled for work in seniority order by work unit.

Section 6. Seasonal full-time employees shall accrue all rights and benefits accrued by full-time permanent employees during their employment season. Seasonal part-time employees shall accrue all rights and benefits accrued by permanent part-time employees during their employment season, except as otherwise modified by this Agreement.

Section 7. Employment status conveyed to outside interests (such as lending institutions) by management will reflect duration of employment rather than status of employment.

ARTICLE 71.5N--SEASONAL EMPLOYEES (Revenue)

Section 1. Intent. The purpose of this Article is to clarify what seasonal employees may expect when called to work by Revenue. Nothing in this Article guarantees an eight (8) hour workday. However, the Agency agrees to make the following efforts to match available work with the number of employees called in.

Section 2. Procedure.

(a) At the beginning of the season, employees will be called back to work in seniority order. When offering a position, the Employer will inform the employee of the number of hours each area/unit worked the previous year. Employees will have the right to turn down a position or start date once.

(b) Once seasonal employees are called in, if it becomes necessary to release employees due to lack of work, the Agency will offer suitable work where available, in other areas/units, on the basis of seniority. Seasonal employees will be unscheduled prior to releasing or reducing the hours of permanent part-time employees.

(c) When it becomes necessary to release some seasonal employees due to lack of work, but not all seasonal employees, the Agency will first ask for volunteers. If there are not enough volunteers, the employees will be released in reverse seniority order. In instances where there may be excess volunteers, unscheduling will occur based on seniority within the area/unit. In cases where employees are notified not to report to work prior to their normal reporting time, the Agency will not be required to ask for volunteers. Instead, employees

will be unscheduled in reverse seniority order.

(d) In instances where a seasonal employee has insufficient vacation or compensatory time to cover the period the employee is released, the Agency agrees to continue the employee's eligibility for purposes of insurance. Employees must exhaust available vacation and compensatory time to be eligible for this benefit. This provision will not apply in an instance where an employee is offered suitable work and turns it down. This provision applies only to those seasonal employees who would have, but for being unscheduled, reached the eighty (80) hour threshold.

ARTICLE 73.5A--ACADEMIC YEAR (OSD Only)

Section 1. The Agency may designate positions as academic year, when the employment term of such positions conforms generally to the school or academic year. Such designation shall not preclude the extension of employment, either full- or part-time, into the period between two (2) school or academic years.

Section 2. Employees in positions designated as academic year may utilize accrued leave in accordance with the provisions set forth in this Agreement.

Section 3. Summer employment, when available, will be offered to qualified employees in academic year positions according to layoff service date. Summer employment will be offered to such qualified employees as soon as it is determined by management to go forward with the summer work assignment in question. Employees working during the period between two (2) school or academic years will be paid according to the classification of the work being performed. If the employee's current salary rate is within the salary range of the classification of work being performed, the employee's salary rate will not change. If the employee's current salary rate is below the salary range of the classification of work being performed, the employee will be paid at Step 1 of the salary range of the classification of work being performed. If the employee's current salary rate is above the salary range of the classification of work being performed, the employee will be paid at the top step of the salary range of the classification of work being performed.

Section 4. The State agrees to pay PEBB medical/dental insurance Employer contributions during the summer months for all employees in full-time academic year positions who are eligible for PEBB insurance coverage.

For eligible employees in part-time academic year positions, the Employer contributions for June, July, and August will be prorated based on May hours worked. For eligible employees in part-time academic year positions, additional employee contributions, if required, for June, July, and August will be prorated based on May hours worked and will be deducted from May paychecks. An employee may choose, however, not to have summer PEBB coverage by submitting written notice to this effect, to the payroll office prior to May 20 for that academic year.

ARTICLE 74--TEMPORARY INTERRUPTION OF EMPLOYMENT--LACK OF WORK

Section 1. Any temporary interruption of employment because of lack of work or unexpected or unusual reasons which does not exceed fifteen (15) days, shall not be considered a layoff if, at termination of such conditions, employees are to be returned to employment. Such interruptions of employment shall be by work unit and recorded and reported as leave without pay. Under no circumstances shall this Article be used to remedy shortage of funds.

Section 2. An employee who is affected by a temporary interruption of employment shall be allowed to use any form of paid leave including vacation, compensatory time off, or personal leave provided the leave has been accrued. Such employee shall continue to accrue all benefits during this period. This Section shall only apply to FLSA-exempt employees where the interruption is for one (1) or more full workweek(s).

Section 3. For periods longer than fifteen (15) days, the Appointing Authority shall follow the procedures described in Article 70--Layoff. In instances where temporary interruption of employment is an established practice that the Agency used in connection with cyclical or scheduled shortage of work for more than fifteen (15) days, such practice may continue. Provided, however, that when such periods are for longer than fifteen (15) days, the Appointing Authority shall use seniority of employees by classification in the affected work unit in determining employees to be placed on leave without pay. The Appointing Authority will determine the work unit in each instance. If all such employees available for work cannot be returned to their positions, seniority shall be used to determine the order of recall.

ARTICLE 80--CHANGE IN CLASSIFICATION SPECIFICATIONS

Section 1. The Employer shall notify the Union of intended classification studies.

Section 2. The Union may recommend classification studies be conducted by the Labor Relations Unit, indicating the reasons for the need of such studies. The Labor Relations Unit shall reply, setting a preliminary date for completion of the study or explaining the reasons for a decision not to conduct such a study within ninety (90) days of receipt of the request.

Section 3.

(a) Whenever a change in classification specifications or a new classification is proposed, it is agreed that the Labor Relations Unit shall submit the classification specification changes to the Union to provide it an opportunity to review and comment on the specifications. If the changes of the specifications substantially revise the specifications, the Parties shall negotiate the salary range for the newly revised specification.

(b) When the Union requests a classification study, negotiations for salary ranges for new classifications shall commence no later than ninety (90) days following the Employer's written notification to the Union of the finalization of the class specification.

(c) Proposals for the salary rate and effective date for changes in classification specifications may be submitted throughout the term of this Agreement. If the Parties are able to reach agreement, the new classification will be implemented. Any classes on which salary is not agreed can be submitted with overall proposals for a successor Agreement.

ARTICLE 81--RECLASSIFICATION UPWARD, RECLASSIFICATION DOWNWARD, AND REALLOCATION

For purposes of contract administration, see Letter of Agreement that affects employees who have Salary Eligibility Dates and who are not at the top step of their pay ranges.

Section 1. Reclassification must be based on findings that the purpose of the job is consistent with the concept of the proposed classification and that the class specification for the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities of the position. As used herein:

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

(b) The concept of the proposed classification shall be determined by the general description and distinguishing features of its class specification; and

(c) The overall duties, authority and responsibilities of the position shall be determined by the position description and other relevant evidence of duties assigned by the Agency.

Section 2. Reclassification Up.

(a) Reclassification upward is a change in classification of a position by raising it to a higher classification. Employees may seek reclassification to any non-supervisory or non-managerial classification in the Executive Branch (DAS) of government whether or not the classification is included in Appendix B of this Agreement provided that:

(1) the classification exists in the unrepresented compensation plan or in multiple bargaining units' compensation plans, and

(2) the classification is not specific to another Agency.

In the event that the proposed new classification is not in the bargaining unit, the classification shall be added to the SEIU Local 503, OPEU compensation plan at the Employer-proposed salary range. However, if the Employer-proposed range is lower than the classification salary range in another DAS compensation plan, the Parties will negotiate the salary range.

(b) Employees may request reclassification by submitting a written explanation of the request, a Human Resource Services Division Position Description Form signed by the supervisor and employee, and all other relevant evidence for the proposed reclassification to the Agency Appointing Authority. Within sixty (60) days, unless otherwise mutually agreed in writing, the Agency shall review the merits of the request based on the final position description signed by the Appointing Authority. The Union shall be entitled during the sixty (60) day review period and prior to issuance of the Agency decision to meet with the Agency or to present further written arguments in support of the request. The Agency will notify the employee of its decision and provide a copy of the final position description signed by the Appointing Authority. Should the duties of the position support the proposed reclassification, the Agency shall make a determination whether to seek legislative approval for reclassification or remove selected duties within one-hundred twenty (120) days, however, this time period may be extended upon mutual agreement of the Parties.

(c) If approved by the Legislative Review Agency or the Department of Administrative Services, the effective date shall be the first of the month following the month in which the reclassification request was received by the Agency. The employee will receive a lump sum payment for the difference between the current salary rate, including work out-of-class pay if any and the proposed salary rate, for the time period beginning the first of the month following the month in which the reclassification request was received by the Agency to the effective date.

(d) Rate of pay upon upward reclassification shall be given no less than the first step of the new salary range. If the old salary range rate of pay is equal to or higher than the first step of the new salary range, the employee shall receive a salary increase no less than an increase to the next higher step in the new salary range. At the discretion of management, the salary eligibility date may, in either case, remain the same or be established twelve (12) months thereafter.

If the reclassification upward is approved, the Agency may cease paying work out-of-classification pay or adjust the effective date of the reclassification to avoid overpayment of any work out-of-classification pay received by the employee.

(e) If a reclassification request does not receive legislative approval or the Agency removes selected duties to be consistent with its current classification, the employee will receive a lump sum payment for the difference between the current salary rate, including work out-of-class pay if any and the proposed salary rate, for the time period beginning the first of the month following the month in which the reclassification request was received by the Agency to the date the duties were removed.

Section 3. Reclassification Down.

(a) Reclassification downward is a change in the classification of a position by reducing it to a lower classification.

(b) The Agency shall, sixty (60) calendar days in advance of a reclassification downward of any position, notify the employee in writing of the action, including the specific reasons, and the HRSD Position Description used for the action, which shall be signed by the Appointing Authority.

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

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

If the employee's rate of pay is within the new salary range but not at a corresponding salary step, the employee's salary shall be maintained at the current rate until the next eligibility date. At the employee's next eligibility date, if qualified, the employee shall be granted a salary rate increase of one (1) full step within the new salary range plus that amount that his/her current salary rate is below the

next higher rate in the salary range. This increase shall not exceed the highest step in the new salary range.

(d) Employees who are reclassified downward for non-disciplinary reasons shall be given the same recall rights as employees demoted in lieu of layoff pursuant to Article 70 of this Agreement for reemployment to the classification from which they were reclassified downward.

Section 4. Reclassification Equal or Lateral.

(a) Reclassification equal or lateral is a change in an employee's job classification from one classification to another with the same salary range base number.

(b) Rate of pay upon equal or lateral reclassification shall be given no less than the first step of the new salary range.

(c) If the employee's rate of pay is the same as a salary step in the new classification, the employee's salary shall be maintained at that rate in the new classification until the next salary eligibility date.

(d) If the employee's rate of pay is within the new salary range but not at a corresponding salary step, the employee's salary shall be maintained at the current rate until the next eligibility date. At the employee's next eligibility date, if qualified, the employee shall be granted a salary rate increase of one (1) full step within the new salary range pay scale plus that amount the current salary rate is below the next higher rate in the salary range pay scale. This increase shall not exceed the highest rate in the new salary range.

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

Section 5. Reclassification Appeals.

(a) Filing.

Reclass Upward. A decision of the Agency to deny a reclassification request may be appealed in writing by the Union to DAS Labor Relations for further review within thirty (30) calendar days after receipt by the Union of the Agency's decision. Such appeal shall include copies of the documents originally provided to the Agency Appointing Authority, including, the written explanation, the position description signed by the Appointing Authority, and all other relevant evidence for the proposed reclassification. No new evidence or information will be considered by the Committee.

Reclass Down. Within thirty (30) calendar days from the date the employee receives notice that the Agency will reclassify his/her position downward, he/she may grieve this action by filing a grievance at the Agency Head level in the grievance procedure, providing a written explanation of the request and all relevant evidence demonstrating why the reclass is in conflict with Article 81, Section 1. The Agency Head shall respond in writing in accordance with the appropriate time limits contained in the Agency grievance procedure. A decision of the Agency to deny a grievance under this Article may be appealed in writing by the Union to DAS Labor Relations for further review within thirty (30) calendar days after receipt by the Union of the Agency's decision. Such appeal shall include copies of the documents originally provided to the Agency, including the written explanation of the request and all relevant evidence. No new evidence or information will be considered by the Committee.

(b) Once appealed to DAS Labor Relations, the matter shall be considered by the Employer designee (or the alternate) and the Union designee (or the alternate) who shall form the Committee charged with the responsibility to consider appeals pursuant to this Article and make decisions which maintain the integrity of the classification system by correctly applying the classification specifications. Each designee (and each alternate) shall have experience making classification decisions.

Should the Union designee or the Union alternate be a bargaining unit member, to participate in the process, that employee shall be granted reasonable paid release time during their scheduled workday or a mutually-agreed alternate work schedule. Further, where the Union designee or the Union alternate is a bargaining unit member and the Employer believes the time required by the process presents a hardship for the employing Agency, the Employer may require the Union to designate a qualified replacement for the Committee. Either Party may discontinue this part of the appeals process upon two (2) weeks notice to the other.

The designees will attempt to resolve the matter by jointly determining whether the current or proposed class more accurately depicts the overall assigned duties, authorities, and responsibilities of the position using the criteria specified in Article 81, Section 1. In this process each of the designees may identify one (1) alternate class that he/she determines most accurately depicts the purpose of the job and overall assigned duties. If an alternate class is identified, both the Union and DAS Labor Relations shall be notified. If the Parties concur on the alternate class, that shall end the appeal. The Committee will send a written initial decision to the Agency and Union within sixty (60) days from receipt, which will include the reasons for its decision. The Agency or the Union may ask the Committee to reconsider its decision by sending a written reconsideration request which must be based on incorrect or incomplete information in the initial decision. Additional or new evidence/information will not be considered by the Committee. The reconsideration request must be received by DAS Labor Relations within fifteen (15) calendar days from the date of receipt of the decision. If there is no timely request for reconsideration, the Committee's decision will be final and binding. A copy of the reconsideration request will be provided to the other party, who will have the opportunity to provide a written rebuttal to the reconsideration request, which must be received by DAS Labor Relations within fifteen (15) calendar days from date of receipt. The Committee will reconsider its initial decision and issue a final decision within forty-five (45) calendar days from the date of receipt by DAS Labor Relations of the reconsideration request. In the event the Committee concludes that the proposed or alternate class is more appropriate, management retains the right to modify the work assignment on a timely basis to make it consistent with the Agency's allocation.

(c) The Committee may extend, up to thirty (30) days, the time to issue its decision to the Union through

notification to the Parties. The Committee may request an additional extension of time to issue its decision to the Union, which, if agreed to, must be stipulated in writing with copy to DAS Labor Relations and shall become part of the grievance record.

(d) If these efforts do not result in resolution of the matter within sixty (60) days of the appeal to DAS Labor Relations, or from the extension, then the Union may request final and binding arbitration under this clause of the Agreement by a written notice to DAS Labor Relations within the next forty-five (45) calendar day period. Except as specified in this Section, arbitration shall proceed as indicated in Article 21--Grievance and Arbitration.

Each Party may go forward with only one (1) class. Each Party may choose to take to arbitration either the current class, class appealed to, or an alternate class identified by a committee member.

The Parties will agree upon a permanent appointment of one (1) arbitrator to hear grievances arising from this Article. This arbitrator shall have special qualifications to hear these matters; however, each side retains the right to initiate a change in that assignment upon notice to the other side. The change in the assigned arbitrator shall be effective for any case not yet scheduled for arbitration.

The arbitrator shall allow the decision of the Agency to stand unless he/she concludes that the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities using the criteria specified in Section 1.

In the event the arbitrator finds in favor of the proposed or alternate classification, management retains the right to, on a timely basis, adjust duties consistent with its current classification.

Section 6. An incumbent employee who appealed his/her classification allocation to a final decision through the classification appeals boards as part of the new class system implementation which was effective April 1, 1990, or who has appealed a reclass decision to final decision through the Committee or through an arbitration since that date, shall not be eligible to either submit a new reclassification review request or to be reclassified downward by management, unless a change of assigned duties has occurred since that decision or a revised classification has been adopted.

Section 7. An employee's classification status change from a Management Service classification to a represented classification may correctly occur through reclassification where it is found that there has been a significant change of position duties, authority, and responsibilities, and as a consequence, the class specification for the proposed classification more accurately depicts the assigned duties, authority, responsibility, and distinguishing characteristics of the position.

Section 8. Reallocation Appeal Process for New Classes. Employees in positions allocated to a new classification, who dispute their placement in a new classification can appeal their placement using the following process:

(a) An appeal may be filed by an individual employee or a Steward or a Union Organizer on behalf of the employee, to the Agency Human Resource Office within thirty (30) calendar days of written notification by the Agency of placement into the new classification. Employees sharing the same or substantially similar position descriptions or employees the Agency agrees to treat as a group may file an appeal as a group. The initial filing should describe the individual or group, including the names of affected members, identify the proposed new classification placement, and the new classification placement believed to be correct by the affected employees. The appeal must include the signed position descriptions used for allocation. In the event that the old classifications are to be abolished, correct placement cannot be back to the prior classification. Using the criteria in Section 1, the Agency shall conduct a review of the allocation. This decision shall be made within thirty (30) calendar days of receipt of the appeal and provided to the affected employees in writing and with a summary of the classification analysis.

(b) If denied, the Union may appeal the Agency's decision in writing to DAS Labor Relations within thirty (30) calendar days of receipt of the written denial. The appeals will be considered by designees of the Parties using the process set forth in Section 5(b), with the addition of two (2) resource persons, one (1) designated by each Party, to provide technical expertise within the specific series. Appeals shall be decided in order of receipt by DAS Labor Relations. Decisions shall be rendered by the designees no later than sixty (60) calendar days after receipt of the appeal by the Committee.

(c) The Committee may extend, up to thirty (30) days, the time to issue its decision to the Union through notification to the Parties. The Committee may request an additional extension of time to issue its decision to the Union, which, if agreed to, must be stipulated in writing with copy to DAS Labor Relations and shall become part of the grievance record.

(d) The decisions of the designees shall be binding on the Parties. However, Agencies may elect to remove duties consistent with this Article or at any point during the process.

(e) If the appeals Committee cannot make a decision, the matter may be appealed to arbitration per Section 4(c) of this Article.

(f) The effective date for pay changes shall be the same as that negotiated for implementation of the new classification.

(g) Appeals of all filled positions will occur first. Where a position is vacated during the appeals process, the Union may continue the appeal provided no changes in duties are anticipated.

ARTICLE 85--POSITION DESCRIPTIONS AND PERFORMANCE EVALUATIONS

Section 1. Position Descriptions. Individual position descriptions shall be reduced to writing and delineate the duties currently assigned to an employee's position. A dated copy of the position description shall be given to the employee upon assuming the position and when the position description is amended. The individual position description shall be subject to at least an annual review with the employee. Nothing contained herein shall compromise the right or the responsibility of the Agency to assign work consistent with the classification specification.

Section 2. Performance Evaluations. The rater shall discuss the performance evaluation with the employee.

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

All written comments provided by the employee within sixty (60) days of the evaluation shall be attached to the performance evaluation. Performance evaluations are not grievable nor arbitrable under this Agreement nor shall they be used for purposes of disciplinary action, layoff, and annual eligibility date performance pay increases.

If an employee receives less than a satisfactory evaluation, the Employer agrees to meet with the employee within thirty (30) days of the evaluation to review, in detail, the alleged deficiencies.

Section 3. Seasonal Employees. Seasonal employees still on trial service should refer to Article 71, Sections 2 and 3 regarding salary increases.

Section 4. Denial of Performance Increase. The Agency shall give notification in writing of withholding of performance increases to all employees at least fifteen (15) days prior to the employee's eligibility date. When the performance increase is to be withheld, the reasons therefore shall be given in writing and will be subject to "just cause" standards. Any grievances for denial of annual performance pay increases will be processed under Article 20. If an annual increase is not granted on the eligibility date, the employee's eligibility date is retained no longer than eleven (11) months beyond the eligibility date. If the increase is subsequently granted within eleven (11) months, it shall be effective on the first of the following month and shall not be retroactive.

(For administration of performance increases, see Article 29.)

ARTICLE 86.1--WORKLOAD PRIORITIZATION

(Human Services Coalition)

Any employee may request assistance from his/her immediate supervisor in establishing or adjusting priorities in order to carry out his/her work assignment. The supervisor will take into account variables that impact the difficulty of assignments to the employee. The employee may request to have the response provided orally or in writing and the immediate supervisor will respond accordingly in a timely manner, unless such request is deemed to be inappropriate or excessive.

ARTICLE 90--WORK SCHEDULES

Section 1. A work schedule is defined as the time of day and the days of the week the employee is assigned to work. A regular work schedule is a work schedule with the same starting and stopping time on five/eight (5/8) hour days. A flexible work schedule is a work schedule which varies the number of hours worked on a daily basis, but not necessarily each day, or a work schedule in which starting and stopping times vary on a daily basis, but not necessarily each day, but which does not exceed forty (40) hours in a workweek and is agreed upon in advance by the employee and the supervisor. An alternate work schedule is anything other than a regular work schedule or a flexible work schedule.

Provided, however, nothing in this Section is intended to prohibit management from changing an employee's flexible work schedule without an employee's consent where such a change is needed in the regular course of business and where the employee has been initially hired by management, or initially placed on a flexible work schedule, with the express understanding that the person hired or the employee so placed on a flexible work schedule is expected to work a flexible work schedule as a condition of his/her employment.

Section 2. An employee may request in writing to work any work schedule as defined in Section 1, or any alternate work schedule. No employee requests will be arbitrarily denied or rescinded.

Section 3. Except as may be specifically stated in Articles 90.1-90.5 or Section 2, the workweek is defined as the fixed and regularly recurring period of one-hundred sixty-eight (168) hours during seven (7) consecutive twenty-four (24) hour periods and the workday is the twenty-four (24) hour period commencing at the start of the employee's assigned shift and shall remain fixed at that period for the whole of the workweek, except for flexible work schedules.

ARTICLE 90T--WORK SCHEDULES

(Temporary Employees)

Section 1. A work schedule is defined as the time of day and the days of the week the employee is assigned to work. Management retains the right to modify work schedules.

Section 2. A workweek is defined as the fixed and regularly recurring period of one-hundred-sixty-eight (168) hours during seven (7) consecutive twenty-four (24) hour periods. The employee will be notified in writing when the workweek begins and ends.

Section 3. For work schedules of six (6) hours or more there shall be an established unpaid meal period of no less than thirty (30) minutes midway in each workday. Employees who are not relieved from their work assignment and are required to remain in their work areas shall have such time counted as hours worked.

Section 4. A paid rest period of fifteen (15) minutes in duration for an employee on a five/eight (5/8) work schedule or twenty (20) minutes in duration for an employee on a four/ten (4/10) work schedule should be taken about midway through each four (4) or five (5) hour work period, as appropriate. Employees may be required to remain in the area and/or respond to emergencies during a rest period. If an employee cannot be relieved for a rest period, that employee shall be allowed to take a break in the work area or near the work area without interruption except for emergencies. Under no circumstances will unused rest periods be accumulated and used to reduce work time.

ARTICLE 90.1C--WORK SCHEDULES

(Employment Department)

Section 1. Workweek. The workweek shall begin at 12:01 a.m. Monday and end at 12:00 midnight the following Sunday.

Section 2. Alternate Work Schedules.
An employee may apply in writing for authorization to work an alternative schedule, for example four/ten (4/10) hour days. The employee's application must show that the following criteria can still be met before his/her application can be approved:

(a) That his/her requested alternative (example four/ten (4/10)) schedule will not interfere with his/her ability and availability to perform the job;
(b) That the operational needs of the Agency are met;
(c) That the needs of the public are adequately served; and,
(d) That a forty (40) hour workweek is maintained.

If, in fact, these criteria are met, the Agency shall grant the employee the agreed-upon alternative work schedule.

Requests for alternative work schedules shall be considered in order of application. If more than one (1) employee makes application for an alternative schedule on the same day and both requests cannot be accommodated, preference shall be given to the employee with the most seniority in the Agency if possible.

If at any time any of the above criteria cease to be met, the Agency may rescind its approval of an employee's alternative schedule.

Section 3. An employee may be allowed to work a flexible work schedule upon written approval of his/her request. No employee will be arbitrarily denied a flexible work schedule. Special consideration may be given to an employee who demonstrates an unusual hardship.

Section 4. Meal Period. Employees shall be granted a meal period of not less than thirty (30) minutes nor more than one (1) hour unless mutually agreed otherwise. Meal periods shall be scheduled at approximately the mid-period of the workday.

Section 5. Rest Periods. A paid rest period of fifteen (15) minutes in duration for an employee on a five/eight (5/8) work schedule or twenty (20) minutes in duration for an employee on a four/ten (4/10) work schedule should be taken about midway through each four (4) or five (5) hour work period, as appropriate.

Section 6. The Agency will encourage employees to modify their normal work hours within the workweek on an intermittent, temporary basis for personal and family needs, including medical appointments, compatible with operational needs of the Agency. Such requests are made and approved pursuant to Article 40, Section 4.

ARTICLE 90.1M--WORK SCHEDULES

(DHS Non-Institutions)

Section 1. Workweek. The workweek shall begin at 12:01 a.m. Monday and end at 12:00 midnight the following Sunday.

Section 2. Regular Schedule. An employee on a regular schedule will be scheduled for five (5) consecutive days of work and two (2) consecutive days off within the workweek. An employee may agree to a different scheduling of days off.

Section 3. Alternate Work Schedules.

(a) Application Criteria. An employee may apply in writing for authorization to work an alternate work schedule (e.g., four/ten (4/10) hour days, four/nines and a four (4/9's and a 4), etc.). The employee's application must show that the following criteria can still be met before his/her application can be approved:
    (1) That his/her requested alternate work schedule will not interfere with his/her ability and availability to perform the job;
    (2) That the operational needs of the Agency are met;
    (3) That the needs of the public are adequately served; and,
    (4) That a forty (40) hour workweek is maintained.

    If, in fact, these criteria are met, the Agency shall grant the employee an alternate work schedule.
(b) Multiple Requests. Requests for alternate work schedules shall be considered in order of application. If more than one (1) employee makes application for an alternate work schedule on the same day and both requests cannot be accommodated, preference shall be given to the employee with the most seniority in the Agency if possible.

    If at any time any of the above criteria cease to be met, the Agency may rescind its approval of an employee's alternate schedule.
(c) Holiday Adjustment. To meet the needs of the Agency during a holiday week, management may require an employee to revert their alternate work schedule to a regular schedule (five/eight (5/8) hour days). Otherwise, to maintain a forty (40) hour workweek, the employee may choose one of the following options:
    (1) Voluntarily revert to a regular schedule; or
    (2) When the holiday is on the scheduled day off, request a different day off and use vacation leave, personal leave or compensatory time for any hours over the eight (8) holiday hours; or
    (3) When the holiday is within the employee's alternate work schedule, but not on the scheduled day off, use vacation leave, personal leave or compensatory time for any hours normally scheduled over the eight (8) holiday hours.
    (4) When the holiday is on the employee's scheduled workday, and the employee works that day, the Employer will incur no daily overtime obligation for hours worked in excess of the eight (8) holiday hours. However, the employee will receive overtime compensation for all hours worked in excess of forty (40) hours in the same workweek.

Section 4. Flexible Work Schedule. An employee may be allowed to work a flexible work schedule upon written approval of his/her request. No employee will be arbitrarily denied a flexible work schedule. Special consideration may be given to an employee who demonstrates an unusual hardship.

Section 5. Request to Temporarily Modify an Existing Work Schedule. An employee may request a temporary modification of his/her work schedule (Regular, Alternate or Flexible) in accordance with Article 40--Penalty Pay, Section 4 modification of work schedule language.

Section 6. Meal Period. Employees shall be granted a meal period of not less than thirty (30) minutes nor more than one (1) hour unless mutually agreed otherwise. Meal periods shall be scheduled at approximately the mid-period of the workday.

Section 7. Rest Periods. A paid rest period of fifteen (15) minutes in duration for an employee on a five/eight (5/8) work schedule or twenty (20) minutes in duration for an employee on a four/ten (4/10) work schedule should be taken about midway through each four (4) or five (5) hour work period, as appropriate.

ARTICLE 90.2A--WORK SCHEDULES

(OYA Youth Correctional Facilities and Camps)

Section 1. The workweek shall begin at 12:01 a.m., Saturday and shall end at 12:00 midnight the following Friday.

Section 2. Flexible or alternate work schedules shall be requested and evaluated on an individual basis. An employee shall be granted his/her request unless management determines that the requested schedule will adversely affect the work or services of the Institution. An employee's request for an alternate work schedule may be disapproved when, based on the employee's past performance, management determines that the employee needs continuing close supervision.

Section 3. Regardless of work hour schedules, there shall be an established lunch period midway in each workday. Employees who are not relieved from their work assignment and are required to remain in their work areas to supervise students when eating shall have such time counted as hours worked.

Section 4. An employee may request a work schedule other than currently in effect for his/her position. That request will be granted if management determines it can be accommodated without detracting from meeting the Institution workload and does not conflict with the shift vacancy provisions of Section 8 herein.

Section 5. All employees in the unit not on another schedule authorized under this Article shall be scheduled for five (5) consecutive days of work and two (2) consecutive days off (defined as a minimum of sixty (60) consecutive hours) within the workweek, unless the employee agrees to a different workweek.

Section 6. If the Institution changes the shift schedule of a twenty-four (24) hour operation in order to accomplish the mission of the Institution, work schedules of full-time employees may be changed if mutually agreed upon by the employee and his/her supervisor. In the event mutual agreement cannot be reached, the employee will be provided five (5) days notice of the change. Upon request, the Institution shall provide the reason for the shift schedule change in writing.

Section 7. Rest Periods.

(a) Rest periods are fifteen (15) minutes in duration and should be taken about midway through each four (4) hour work period.

(b) If an employee is on an uninterruptible assignment, or is unable to leave his/her work area unattended, the supervisor shall work out arrangements with other staff to provide temporary coverage where the current staffing permits. It is the responsibility of all supervisors to make provisions for each employee under their supervision to have appropriate rest periods.

(c) Employees not covered in (b) should arrange with their supervisors to take their rest periods as provided in (a), but at such times as to avoid leaving any operational unit unstaffed.

Section 8. Shift Assignments Within Classification Series.

(a) A shift vacancy is defined as an unfilled position, in a specified cottage or work unit of the Institution with specified starting and quitting times and days off. Institution is defined to recognize each juvenile correctional facility and each camp as separate facilities.

(b) A shift vacancy shall be filled in the following order:

(1) Employees within the cottage or work unit in the same classification as the shift vacancy shall be given at least five (5) days advance notice of, and the first opportunity to request, the shift vacancy. However, this notice period will end at the point the most eligible senior employee requests the shift vacancy. The most senior regular employee from the cottage or work unit who has the special qualifications to perform the job and who requests the shift vacancy shall be selected. Employees having a record of disciplinary action within six (6) months prior to the vacancy announcement shall not be eligible for transfer. Discipline is defined in Article 20--Discipline and Discharge, Section 1.

(2) If no qualified employee from the cottage or work unit where the shift vacancy exists requests the shift vacancy, the vacant position will be filled according to Article 45.2A--Filling of Vacancies.

(3) An employee whose request for shift assignment is granted shall not be eligible to utilize the procedure of Section 8(b) to request another shift assignment within the following nine (9) months.

ARTICLE 90.2C--WORK SCHEDULES (OSH)

Section 1. For employees with a workweek with fixed days off, the workweek shall begin at 12:01 a.m., Sunday and end at 12:00 midnight the following Saturday. All full-time employees shall be placed on a regular schedule of five (5) consecutive days of work and two (2) consecutive days off, except where an alternate schedule is necessary to meet the operating needs of the Institution, including but not limited to vacation relief assignments, Recreation Specialists or Rehabilitation Therapists, and to fill vacant positions during the job bidding process, or where an alternate work schedule is mutually agreed to by the majority of employees affected and the Institution. The Employer maintains the right to change days off. However, when such a change occurs, the employee may request a lateral transfer pursuant to Article 45.2C,E,G. Under this circumstance provisions of Section 2(b)(4) will be waived.

Section 2. For employees with a workweek with rotating days off, the workweek will consist of one-hundred sixty-eight (168) consecutive hours. This schedule shall meet with management approval for appropriate staffing levels. Only one (1) alternate schedule shall be in operation in the nursing service at any one time.

Section 3. If an eligible employee is required to work two (2) consecutive shifts he/she shall be paid overtime for the full second shift regardless of the calendar day in which it is worked.

Section 4. Employees who are not relieved from their work assignments for eating shall have such time counted as hours worked.

Section 5. Cleanup Time.

(a) Whenever a job being performed or the material or equipment being used has caused an employee to become dirty, the employee shall be allowed a reasonable amount of time without loss of pay prior to any meal period or prior to the completion of their workday to clean themselves. Time for cleaning equipment shall be considered as part of the employee's workday.

(b) Portland Campus Only: Whenever an employee or his/her clothing becomes soiled during an accident or

incident during the workday and that soiling is offensive, the employee shall be allowed time as soon as possible to clean himself/herself. No overtime shall accrue for such cleanup time.

Section 6. Rest Periods. The Institution shall provide each full-time employee with two (2) fifteen (15) minute rest periods during the workday. They should be scheduled near the middle of the work periods before and after scheduled meal periods and be scheduled to prevent critical understaffing. Whenever possible, employees should be allowed to take their rest periods away from their immediate work area. Under no circumstances will unused rest periods be accumulated and used to reduce work time. If an employee cannot be relieved for a rest break, that employee shall be allowed to take a break in the work area or near the work area without interruption except for emergencies.

Section 7. Salem Campus Only. Food service employees will be provided one (1) meal per shift at no cost.

Section 8. Weekend Scheduling (LPNs) Salem Campus Only. Licensed Practical Nurses will be scheduled for not more than seven (7) weekends, of which no more than two (2) will be successive, in a thirteen (13) week calendar quarter unless individual employees request in writing to work more weekends. LPNs who have volunteered to work more than seven (7) weekends in a quarter may withdraw such authorization upon four (4) weeks written notice in advance of the next quarter. Exceptions to this provision may occur in the event the administrator of the Hospital or Outpatient Clinic declares a patient care emergency.

ARTICLE 90.2E,G--WORK SCHEDULES

(EOTC, BMRC)

Section 1. For employees with a workweek with fixed days off, the workweek shall begin at 12:01 a.m., Sunday and end at 12:00 midnight the following Saturday. All full-time employees shall be placed on a regular schedule of five (5) consecutive days of work and two (2) consecutive days off, except where an alternate schedule is necessary to meet the operating needs of the Institution or Facility, including but not limited to vacation relief assignments, Recreation Specialists or Rehabilitation Therapists, and to fill vacant positions during the job bidding process, or where an alternate work schedule is mutually agreed to by the majority of employees affected and the Institution or Facility. The Employer maintains the right to change days off. However, when such a change occurs, the employee may request a lateral transfer pursuant to Article 45.2C,E,G. Under this circumstance provisions of Section 2(b)(4) will be waived.

Section 2. For employees with a workweek with rotating days off, the workweek will consist of one-hundred sixty-eight (168) consecutive hours. This schedule shall meet with management approval for appropriate staffing levels. Only one (1) alternate schedule shall be in operation in the nursing service at any one time.

Section 3. If an eligible employee is required to work two (2) consecutive shifts, he/she shall be paid overtime for the full second shift regardless of the calendar day in which it is worked.

Section 4. Employees who are not relieved from their work assignments for eating shall have such time counted as hours worked.

Section 5. Cleanup Time.

(a) Whenever a job being performed or the material or equipment being used has caused an employee to become dirty, the employee shall be allowed a reasonable amount of time without loss of pay prior to any meal period or prior to the completion of their workday to clean themselves. Time for cleaning equipment shall be considered as part of the employee's workday.

(b) Whenever an employee or his/her clothing becomes soiled during an accident or incident during the workday and that soiling is offensive, the employee shall be allowed time as soon as possible to clean himself/herself. No overtime shall accrue for such cleanup time.

Section 6. Rest Periods. Agencies shall provide each full-time employee with two (2) fifteen (15) minute rest periods during the workday. They should be scheduled near the middle of the work periods before and after scheduled meal periods and be scheduled to prevent critical understaffing. Whenever possible, employees should be allowed to take their rest periods away from the immediate work area. Under no circumstances will unused rest periods be accumulated and used to reduce work time. If an employee cannot be relieved for a rest break, that employee shall be allowed to take a break in the work area without interruption except for emergencies.

(See Letter of Agreement in Appendix A.)

ARTICLE 90.2H--WORK SCHEDULES

(Pendleton Cottage)

Section 1. For employees with a workweek with fixed days off, the workweek shall begin at 12:01 a.m., Sunday and end at 12:00 midnight the following Saturday. All full-time employees shall be placed on a regular schedule of five (5) consecutive days of work and two (2) consecutive days off, except where an alternate schedule is necessary to meet the operating needs of Pendleton Cottage, including, but not limited to, vacation relief assignments. The Employer maintains the right to change days off.

Section 2. If an eligible employee is required to work two (2) consecutive shifts, he/she shall be paid overtime for the full second shift regardless of the calendar day in which it is worked.

Section 3. Employees who are not relieved from their work assignments for eating shall have such time counted as hours worked.

Section 4. Cleanup Time. Whenever a job being performed or the material or equipment being used has caused an employee to become dirty, the employee shall be allowed a reasonable amount of time, without loss of pay, prior to any meal period or prior to the completion of their workday to clean themselves. Time for cleaning equipment shall be considered as part of the employee's workday.

Section 5. Rest Periods. Pendleton Cottage shall provide each full-time employee with two (2) fifteen (15) minute rest periods during the workday. They should be scheduled near the middle of the work periods before and after scheduled meal periods and be scheduled to prevent critical understaffing. Whenever possible, employees should be allowed to take their rest periods away from their immediate work area. Under no circumstances will unused rest periods be accumulated and used to reduce work time. If an employee cannot be relieved for a rest break, that

employee shall be allowed to take a break in the work area or near the work area without interruption except for emergencies.

ARTICLE 90.2K--WORK SCHEDULES
(OYA Administration and Field Services)

All full-time employees shall be scheduled for five (5) consecutive days of work and two (2) consecutive days off (defined as a minimum of sixty (60) consecutive hours) within the workweek, unless the employee agrees to a different workweek.

ARTICLE 90.3A--WORK SCHEDULES (ODOT)
Section 1. Scheduling.

(a) Employee work schedules shall be assigned by the Agency and be developed by the employee's immediate excluded supervisor or team leader and posted monthly, seven (7) calendar days prior to the effective date of the schedule. The regular weekly workshift shall consist of a regular schedule of five (5) consecutive eight (8) hour days. The Agency may assign irregular shifts to meet operating requirements. An employee may request in writing an alternate or flexible work schedule. No schedule will be arbitrarily changed.

(b) The workweek shall be the same as calendar week starting at 12:01 a.m., Monday and ending 12:00 midnight the following Sunday.

(c) Employees shall receive sixty (60) consecutive hours off between each weekly work schedule; be scheduled for forty (40) hours of work within a span of one-hundred eight (108) hours; and work five (5) consecutive days. The preceding shall not apply in the following circumstances:

(1) The employee is required to work overtime on a day off.

(2) Thirteen (13) times per calendar year when there is a change in schedules for crews assigned to a schedule of rotating days off.

(3) Twice a year when there is a seasonal change for crews where seasonal shift changes are required.

(4) As provided in Section 1(e) of this Article.

(5) When the employee's schedule is changed without the required notice and the employee receives schedule change penalty pay.

(d) Employees assigned to crews which function on a three (3) shift, twenty-four (24) hour day basis, and who are performing relief duties, shall not be subject to the workday definition. However, Article 40.3--Work Schedule Premium Pay, of this Agreement remains applicable.

(e) The Agency shall schedule work in such a manner that split time off is used only when:

(1) Mutually agreed with the employee;

(2) It is necessary to use such scheduling to change shifts on an operation which currently functions on a twenty-four (24) hours a day, seven (7) days a week basis; or

(3) Flexible scheduling is necessary to fulfill the Agency's responsibility for truck weight regulations.

(f) Motor Carrier Enforcement Officer Only. Each Motor Carrier Enforcement Officer work schedule shall include the following:

(1) A minimum of twelve (12) hours between shifts;

(2) Split days off can be scheduled no more than once every fourteen (14) weeks.

(g) DMV Only. The Agency may also assign flexible schedules to meet operating needs. In Field offices where regular work schedules require employees to work beyond 5:00 p.m. or on Saturday and Sunday, the schedule shall first be filled by the most senior employee who volunteers and is qualified to do the work needed, is in the classification, and at the affected office.

If there are no volunteers for the unfilled shift, the supervisor shall assign the position to the least senior employee in the affected classification at the affected office who has completed trial service and is qualified to do the work required.

All regular work schedules that require employees to work beyond 5:00 p.m. or on Saturday or Sunday shall be opened for reassignment as outlined above when a qualified replacement is available.

If during the life of this Agreement, the State substantially increases the number of Field offices with weekend hours, this Section may be reopened for negotiation.

The Employer will make a reasonable effort to accommodate employees who present written documentation of inability to work on Saturday only when based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member.

(h)

(1) Transportation Maintenance and Incident Response Employees Only: Shifts are assigned by the supervisor and where an employee volunteers for a shift, the employee will be assigned; subject, however, to the requirements of the Agency to have qualified employees on all shifts to provide the best service to the motoring public. When two (2) or more employees volunteer for the same shift, the shift will be assigned to the most senior employee qualified to work that shift within the classification.

When there are unfilled shifts that employees refuse to be assigned to and there are no volunteers, the supervisor will assign the shift to the least senior employee that is qualified to work that shift within the classification.

Seniority, for purposes of this Section, shall be calculated by adding total time worked in the Agency in a position represented by SEIU Local 503, OPEU and total time worked in the employee's present classification.

The provisions of this Section shall not apply when employees have been assigned to a specific shift for purposes of training. When an employee is assigned for purposes of training, the employee shall be informed of the reason for the training and the projected length of the training assignment.

Further, the provisions of this Section shall not apply to bumper, jump, or relief personnel.

(2) It is recognized that management retains the right to schedule work in the best interest of the Highway Division. This includes a determination of when a four/ten (4/10) schedule is appropriate. Nothing in this Agreement precludes the use of a four (4) day workweek. The Employer agrees to provide written information to employees which indicates the

situations in which four/tens (4/10s) would be most appropriate.

(i) This Section shall not apply to Motor Carrier Enforcement Officer, Transportation Maintenance, and DMV employees. Shift assignments may consider seniority, subject to the requirements of the Agency to have qualified employees on all shifts. Should it be necessary to assign a more senior employee to a shift which he/she does not prefer, such assignment shall last for one (1) season and the vacancy on that shift shall then be rotated among all other senior employees to assure equitable distribution of the undesirable shift among all senior employees, provided there are other senior employees on the crew. Seniority, for purposes of this Section, shall be calculated by adding total time worked in the Agency in a position represented by SEIU Local 503, OPEU and total time worked in the employee's present classification.

Section 2. Four/Ten (4/10) Work Schedules--Holiday Weeks.

(a) For DMV field offices, during any week involving a holiday, employees will be placed on a five (5) day, eight (8) hour schedule.

(b) For all other employees working a four/ten (4/10) work schedule, and where a holiday falls on a scheduled day to work and they don't work, they will receive eight (8) hours of straight time pay and must use two (2) hours of accrued vacation, personal leave, compensatory time, or leave without pay.

(c) For those employees working a four/ten (4/10) work schedule, and where the holiday falls on their scheduled day off and they don't work, they will receive an alternate eight (8) hours at the straight time rate to be taken off before the end of the next pay period, on a day mutually agreed between the employee and the supervisor. If the next pay period is unsuitable, the alternate eight (8) hours will be taken off before the end of the subsequent pay period, on a day mutually agreed between the employee and the supervisor. This Subsection also applies to employees whose regularly scheduled days off fall on Monday through Friday.

Section 3. Shift Exchange. Employees may mutually agree to exchange days, shifts, or hours of work with the approval of their supervisor provided such change does not result in the payment of overtime or penalty pay, or is a disruption of the normal routine of duties. Such requests shall not be considered as schedule changes.

Section 4. Lunch Periods.

(a) A lunch period shall be scheduled as nearly as possible to the middle of the daily workshift. Adjustment to scheduled lunch period may be made subject to operational needs of the Agency or by mutual agreement between the employee and immediate excluded supervisor. DMV offices shall make reasonable effort to maintain scheduled lunch periods which shall be posted at least one (1) week in advance.

(b) Employees who may not leave their stations and are required to continue working shall have such time counted as hours worked.

Section 5. Rest Periods. The Agency will grant rest periods whenever possible on a twice daily basis scheduled at the supervisor's discretion.

Rest periods shall not be more than fifteen (15) minutes duration for every four (4) hours of work, and shall be taken as work will allow in the middle part of the work period. If the Agency requires a scheduled ten (10) hour day, then a rest period of twenty (20) minutes shall be taken in the middle of the five (5) hour period.

The Agency will attempt to relieve an employee during the rest period so that he/she may take rest periods away from his/her duty assignment; however, Field Crews will not be allowed to leave their worksite to travel to coffee shops, etc.

When the supervisor determines the rest period cannot be taken, the employee shall be allowed compensatory time at the rate of time and one-half (1 ½) to be taken at the end of the day or on another day, by mutual agreement between the employee and the supervisor.

(See Letters of Agreement in Appendix A.)

ARTICLE 90.3B--WORK SCHEDULES (OPRD)

Section 1.

(a) The employee's work schedule will be assigned by the Agency and be developed by the employee's immediate excluded supervisor and posted monthly, seven (7) calendar days prior to the effective date of the schedule. No work schedule will be arbitrarily changed. The work schedule will consist of five (5) consecutive eight (8) hour days.

The Agency may assign irregular shifts or flexible shifts to meet operating requirements. An employee may request in writing an alternate or flexible work schedule. Except for meeting operating needs (i.e., overtime, staffing, emergencies, shift changes) Agency shifts shall include a minimum of twelve (12) hours between shifts.

(b) The workweek shall be the same as a calendar week starting at 12:01 a.m. on Monday and ending at 12:00 p.m. the following Sunday.

(c) Except when the employee works overtime or mutually agrees, employees shall receive sixty (60) consecutive hours off within a seven (7) day period.

The preceding shall not apply up to six (6) times a year when there is a seasonal shift change for crews.

(d) During any calendar week involving a holiday, employees whose work schedule is four/ten (4/10) hour days and who have the holiday off shall receive eight (8) hours holiday pay and will use either two (2) hours accrued vacation, personal leave, compensatory time, or leave without pay. If the holiday falls on the employee's scheduled day off, the workday nearest the holiday shall be taken off.

(e) The Agency shall schedule employees in such a manner that split time off is used only when:

(1) Mutually agreed with the employee; or

(2) It is necessary to use such scheduling to change shifts on an operation currently functioning on a twenty-four (24) hours a day, seven (7) days a week basis.

(f) Employees may mutually agree to exchange days, shifts, and hours of work with the approval of their supervisor provided such change does not result in the payment of overtime or penalty pay, or is a disruption of the normal routine of duties. Such request shall not be considered as a schedule change.

(g) All lunch periods shall be taken as nearly as possible to the middle of the shift, and shall normally be taken during the fifth (5^{th}) hour of the shift. Employees who

may not leave their work stations and are required to continue working shall have such time counted as hours worked.

(h) The Agency will grant rest periods whenever possible on a twice a day basis scheduled at the supervisor's discretion.

Rest periods shall not be more than fifteen (15) minutes duration for every four (4) hours of work, and shall be taken as work will allow in the middle part of the work period. If the Agency requires a scheduled ten (10) hour day, then a rest period of twenty (20) minutes shall be taken in the middle of the five (5) hour period.

The Agency will attempt to relieve an employee during the rest period so that he/she may take rest periods away from his/her duty assignment; however, Field Crews will not be allowed to leave their worksite to travel to coffee shops, etc. When the supervisor determines the rest period cannot be taken, the employee shall be allowed compensatory time at the rate of time and one-half (1 ½) to be taken at the end of the day or on another day at the supervisor's discretion.

(i) Shift assignments may consider seniority, subject to the requirements of the Agency to have qualified employees on all shifts. Should it be necessary to assign a more senior employee to a shift which he/she does not prefer, such assignment shall last for one (1) season and the vacancy on that shift shall then be rotated among all other senior employees to assure equitable distribution of the undesirable shift among all senior employees, provided there are other senior employees on the crew. Seniority, for purposes of this Section, shall be calculated by adding total time worked in the Agency in a position represented by SEIU Local 503, OPEU and total time worked in the employee's present classification.

ARTICLE 90.3C--WORK SCHEDULES (Forestry)

Section 1. Subject to operating requirements, the Agency shall observe a five (5) day workweek with two (2) consecutive days off per workweek. For employees of the Department of Forestry, the workday is the twenty-four (24) hour period commencing at 0001 hours and ending at 2400 hours. It is further the intent of the Agency to give employees advance notice of work schedule changes. In keeping with this intent, the Agency will attempt to give employees twelve (12) hour prior notice of work schedule changes. A consecutive Sunday and Monday off will be considered to have met the intent of two (2) consecutive days off per workweek.

Section 2. District Foresters and Staff Supervisors shall have authority to determine work schedules for employees under their supervision. During those periods when a seven (7) day week operation is required, staggered work schedules may be scheduled as necessary. For purposes of this Section, a work schedule is the five (5) consecutive days an employee is scheduled to work.

Section 3. On Call. This is a situation where a supervisor requires an employee to advise him/her of his/her general location and how he/she can be reached. During this off-duty period the employee may leave his/her official station or residence. He/she is free to conduct his/her personal matters without restriction. He/she will receive no overtime credits for this arrangement.

Section 4. All lunch periods shall be taken as nearly as possible to the middle of the shift, and shall normally be taken during the fifth (5th) hour of the shift. Employees who may not leave their work stations and are required to continue working shall have such time counted as hours worked. Employees who may not leave their duty station and are not required to continue working shall not have such time counted as hours worked.

Section 5. Travel Time. Travel to and from work projects, staff meetings, and training sessions which an employee is directed to attend is time worked, except for organized crews such as tree planting, pre-commercial thinning, and hand release crews. Organized crews will be authorized overtime for any travel time in excess beyond the eight (8) hour day plus one (1) hour travel on the employee's own time.

Section 6. Employees may mutually agree to exchange days, shifts, or hours of work with the approval of their supervisor provided such change does not result in the payment of overtime, penalty pay, or shift differential, or is a disruption of the normal routine of duties. Such requests shall not be considered as schedule changes.

Section 7. During any calendar week involving a holiday, crews working an alternate schedule shall be placed on an eight (8) hour, five (5) day schedule unless all members of the crew and the District Forester agree to remain on an alternate schedule during said calendar week.

Section 8. The workweek shall be the same as a calendar week starting at 12:01 a.m. on Monday and ending at 12:00 p.m. on the following Sunday.

Section 9. The Agency will grant rest periods whenever possible on a twice a day basis scheduled at the supervisor's discretion.

Rest periods shall not be more than fifteen (15) minutes duration for every four (4) hours of work, and shall be taken, as work will allow, in the middle part of the work period. If the Agency requires a scheduled ten (10) hour day, then a rest period of twenty (20) minutes shall be taken in the middle of the five (5) hour period.

The Agency will attempt to relieve an employee during the rest period so that he/she may take rest periods away from his/her duty assignment; however, Field Crews will not be allowed to leave their worksite to travel to coffee shops, etc.

When the supervisor determines the rest period cannot be taken, the employee shall be allowed compensation at the rate of time and one-half (1 ½), to be taken or accrued as provided in Article 32.3--Overtime.

ARTICLE 90.3D--WORK SCHEDULES (ODOA)

Section 1. The workweek shall be the same as the calendar week starting at 12:01 a.m., Monday and ending 12:00 midnight the following Sunday.

Section 2. The normal work schedule shall consist of five (5) consecutive days of eight (8) hours per day with two (2) consecutive days off.

Section 3. Rest periods shall not be more than fifteen (15) minutes duration for every four (4) hours of work or major fraction thereof and shall be taken as work will allow in the middle of the workday. However, where an employee works a four day/ten hour (4/10) work schedule, the employee shall be provided two (2) twenty (20) minute breaks.

Section 4. Consistent with operating requirements of the Agency, an employee shall be granted a meal period of not

less than thirty (30) minutes or more than one (1) hour. Meal periods shall normally be scheduled by the Agency at approximately mid-part of the employee's daily work schedule.

ARTICLE 90.3E--WORK SCHEDULES (ODFW)

Section 1. The workweek shall be defined as starting at 12:01 a.m. Sunday and ending at 12:00 p.m. the following Saturday, except as modified in Section 2.

Section 2. The workweek for hatchery employees shall be defined as starting at 12:01 a.m. Saturday and ending at 12:00 p.m. the following Friday.

Section 3. Employees on a regular or alternate work schedule will be given at least five (5) calendar days notice of any permanent change in the starting/ending time of his/her work schedule of two (2) or more hours. A failure to provide the requisite notice will be subject to three (3) hours of penalty pay at straight time for each day of occurrence until the requirement is met. Employees on flexible schedules shall not be eligible for work schedule change premium pay.

An employee may request a modification to a posted schedule if there are fewer than ten (10) hours between shifts, subject to the operating needs of the Agency. Such modifications shall not be unreasonably denied. This modification will not cause any form of penalty pay.

Section 4. Rest periods shall be fifteen (15) minutes for every four (4) hours of work, or twenty (20) minutes for every five (5) hours of work. Rest periods shall be taken as work will allow, in the middle part of the work period. When the supervisor determines the rest period cannot be taken, the employee shall be compensated at the rate of one and one-half (1 ½) times in compensatory time for the missed rest period.

Section 5. A lunch period shall be scheduled as nearly as possible in the middle part of the daily work shift. Adjustments to the schedule may be made subject to the operational needs of the agency or by mutual agreement between the employee and the immediate supervisor.

Section 6. Employees required to travel overnight will be given reasonable notice of when they will be out of town and for how many days, to the extent that information becomes available to the employee's supervisor and it can be communicated to the employee.

(See Letter of Agreement in Appendix A.)

ARTICLE 90.5--WORK SCHEDULES

(Sections 1-13: Special Agencies Coalition Except OSAC, Oregon Health Licensing Agency, Health-Related Licensing Boards, and OHCS; Section 14: Special Agencies Coalition Except Department of Veterans' Affairs, Oregon Health Licensing Agency, Board of Radiologic Technology, Board of Psychologist Examiners and Board of Examiners for Speech Pathology and Audiology)

Section 1. Subject to the operating requirements of the Agency, bargaining unit employees shall be placed on regular, alternate, or flexible work schedules as defined in this Agreement (see Article 90, Work Schedules). Employees placed on regular work schedules shall be scheduled for five (5) consecutive workdays and two (2) consecutive days off within the workweek. Exceptions to the days off provision above shall occur only when they would seriously hamper operations of the Agency. Employees who work alternate schedules of four/ten (4/10) hour days shall be scheduled for three (3) consecutive days off within the workweek. Exceptions to the days off provision above shall occur only when (1) this would seriously hamper operations of the Agency, or (2) when requested by the employee and approved by Agency management.

Section 2. An employee may request in writing to work any alternate or flexible work schedule defined in this Agreement (see Article 90, Work Schedules and, for applicable Agencies, Section 14, below). No employee requests will be arbitrarily denied or rescinded. In reaching its decision, the Agency will consider whether the employee's request meets all of the following criteria:

(a) That the operational needs of the Agency are met;
(b) That the requested work schedule will not interfere with his/her ability and availability to perform the job;
(c) That the needs of the public are adequately served; and
(d) That a forty (40) hour workweek is maintained.

The Agency may also consider other relevant criteria, including, but not limited to, employee use of carpooling or mass transit.

The Agency will provide a response to an employee request to work an alternate or flexible work schedule, including the reason(s) for a denial, within a reasonable period of time. Requests for alternate and flexible work schedules will be considered in order of application. If more than one (1) employee makes application for such a schedule on the same day and both requests cannot be accommodated, preference shall be given to the employee with the most seniority in the Agency, if possible.

Section 3. The workweek shall begin at 12:01 a.m., Monday and end at 12:00 midnight the following Sunday. This workweek shall remain fixed during the term of this Agreement regardless of an employee's scheduled hours of work. Workweeks for employees on work schedules "F" and "M" are governed by Section 14(e) below.

Section 4. Consistent with the operating requirements of the Agency, an employee shall be granted a meal period of not less than thirty (30) minutes nor more than one (1) hour, unless mutually agreed otherwise. Meal periods shall normally be scheduled by the Agency at approximately mid-part of the shift. An employee who is required by the Agency to work the full shift without relief for a lunch period shall have the entire shift counted as time worked. Meal periods will not be changed without reasonable notice.

Section 5. All employees shall be granted a rest period of fifteen (15) minutes in every four (4) hours working time or major fraction thereof, except in cases of alternate work schedules, in which case rest periods shall be twenty (20) minutes. Rest periods shall be taken so far as practicable in the middle of such working periods and considered as time worked for pay purposes. Rest periods for employees on work schedules "F" and "M" are governed by Section 14(g) below.

Section 6. In order to account for a full forty (40) hours in a workweek in which there is a holiday, the employee may use appropriate accrued leave or compensatory time, or with supervisory approval may revert to a regular or a flexible work schedule.

Section 7. Department of Administrative Services. When the Agency chooses to make a shift reassignment, all employees in the affected classification will be notified by publication in the manner provided for in Article 45.5E--Filling of Vacancies, Section (b), and be given an opportunity to designate their shift preference. The

reassignment will be made based on each employee's level of skill, the requirements of the reassignment, and the operating needs of the Agency. If more employees request the shift reassignment than there are reassignments available, and are, in the judgment of the Agency, equally well qualified for the reassignment and equally meet the operating needs of the Agency, the employee with the most seniority will be given the reassignment. The Agency shall not exercise its judgment in an arbitrary manner.

Section 8. Department of Agriculture, Measurement Standards Division.

(a) Within thirty (30) days of the effective date of the Agreement, the Agency shall develop a form which employees will be required to submit when requesting a flexible work schedule.

(b) Employees working a flexible work schedule shall complete forty (40) hours of work per week, Monday through Friday. The workday shall not exceed ten (10) hours and the workweek shall not exceed forty (40) hours per week unless the employee receives prior approval as described in division overtime procedures.

(c) Employees working a flexible work schedule shall work consecutive hours from the beginning of their workday to the end of their workday and consecutive days Monday through Friday unless otherwise approved.

(d) Employees working flexible work schedules shall not begin before 6:30 a.m. or end after 6:00 p.m. Exceptions will be granted only when required by work-related circumstances. The office will be notified as soon as possible of requests for exceptions. All Inspectors will notify the Salem office upon conclusion of the workweek.

(e) Flexible work schedules shall be agreed upon when working with fellow employees. Where agreement cannot be reached, the employees will work regular 8:00 a.m. to 5:00 p.m. schedules.

(f) Employees may use up to one (1) hour in the office per day or up to five (5) per week to complete paper work, perform data entry work, and to perform general office duties. This work should be performed at the end of the day where circumstances permit.

(g) Employees working a flexible work schedule away from their official station may take up to four (4) hours at the end of the week to complete their paper work, computer data entry, and general office duties provided that no more than one (1) hour was taken while away from their official station unless approved by the supervisor or designee.

(h) Employees working a flexible work schedule shall schedule vehicle service and all non-examination activities at the end of the workday where circumstances permit.

(i) Employees working a flexible work schedule shall record their time in tenths of an hour on their time sheet.

Section 9. Department of Consumer & Business Services (including Workers' Compensation Board).

(a) Employees with a four (4) day nine (9) hour and one (1) day four (4) hour work schedule shall be granted one (1) twenty (20) minute rest break and one (1) fifteen (15) minute rest break on each nine (9) hour workday and one (1) fifteen (15) minute rest break for the four (4) hour workday. Rest breaks will be taken so far as practicable in the middle of the working period and considered as time worked for pay purposes.

(b) When an employee requests the four (4) day nine (9) hour and one (1) day four (4) hour work schedule, the employee will include as part of the request the preferred break schedule. The work schedule and break requests will be subject to the supervisor's prior written approval.

Section 10. Water Resources and OWEB. Cleanup time for equipment shall be considered as part of the employee's workday.

Section 11. BOLI. Whenever a job being performed or the material or equipment being used has caused an employee to become dirty, the employee shall be allowed a reasonable amount of time without loss of pay prior to any meal period or prior to the completion of their workday to clean themselves. Cleanup time for equipment shall be considered as part of the employee's workday.

Section 12. Revenue. The purpose of this Section is to clarify what permanent part-time employees working in the Administrative Services Division may expect when a lack of work situation arises. When it becomes necessary to release some permanent part-time employees due to lack of work, but not all permanent part-time employees, the Employer will first ask for volunteers. If there are not enough volunteers, the employees will be released in reverse seniority order. In instances where there may be excess volunteers, unscheduling will occur based on seniority. Seasonal employees will be unscheduled prior to releasing or reducing the hours of permanent part-time employees. This Section is intended to apply only within the unit. Nothing in this Section guarantees an eight (8) hour workday.

Section 13. Education (including OSD, DCCWD). Reassignment of Hours of Work or Days Off.

(a) When a reassignment of hours of work or days off, or both, is to be made within a given instructional unit, section, or department, the employees in the unit or department shall have the right to request their choice of assignment. The candidate with the greatest length of service within the Agency will be given his/her choice unless there exists a substantial and clearly evident superiority in the qualifications and experience of another candidate. Before an employee other than the candidate with the greatest length of service is given first choice, the candidate with the greatest length of service will be informed in writing and in detail, of those qualifications possessed by the employee chosen, and will be provided with a complete explanation of the reasons for selecting the other employee.

(b) When an employee would be scheduled to work a shift alone, however, the above provisions may be temporarily waived to provide for the safety and well-being of students.

Section 14. Work Schedules "M" and "F". (Special Agencies Coalition Except Department of Veteran's Affairs, Oregon Health Licensing Agency, Board of Radiologic Technology, Board of Psychologist Examiners and Board of Examiners for Speech Pathology and Audiology)

(a) Subsections (b) – (g), below, apply only to work schedules "F" and "M." Work schedules "F" and "M" shall be considered "alternate work schedules."

(b) Employee requests to be placed on work schedules "F" and "M" shall be governed by Article 90.5, Section 2.

(c) Work schedule "F" is as follows:

- Week one – Monday through Thursday, nine (9) hours, and Friday, eight (8) hours.
- Week two – Monday through Thursday, nine (9) hours, and Friday, off.
- Workweeks will alternate week to week, between week "one" and week "two," as set forth above.

(d) Work schedule "M" is as follows:
- Week one – Monday, eight (8) hours, Tuesday through Friday, nine (9) hours.
- Week two – Monday, off, Tuesday through Friday, nine (9) hours.
- Workweeks will alternate week to week, between week "one" and week "two," as set forth above.

(e) The definition of the workweek addressed in Article 90.5, Section 3, will not apply to employees who work schedule "F" or "M." The definition of the workweek for work schedules "F" and "M" are as follows:

(1) The workweek for employees working work schedule "F" shall begin at 12:01 p.m. Friday and end at 12:00 noon the following Friday. This workweek shall remain fixed, so long as an employee continues to work a work schedule "F."

(2) The workweek for employees working work schedule "M" shall begin at 12:01 p.m. Monday and end at 12:00 noon the following Monday. This workweek shall remain fixed, so long as an employee continues to work a work schedule "M."

(f) During a work period when a compensable holiday occurs, an employee on a work schedule "F" or "M" will request his supervisor to adjust his/her work schedule within the defined workweek period to ensure a record of not to exceed forty (40) hours of paid time that includes the appropriate number of holiday hours. If needed, the employee may use accrued leave or compensatory time, or the employee may request adjustment of his/her work schedule to account for a full forty (40) hours in the workweek. Such adjustment shall be considered additional straight time worked rather than daily overtime hours. When the compensable holiday, or portion thereof, falls on the employee's scheduled day off, the employee and supervisor will mutually agree on an alternative and commensurate time off within the workweek period.

(g) Employees on a work schedule "F" or "M" shall be granted two (2) fifteen (15) minute rest breaks on each nine (9) hour workday. Rest breaks will be taken so far as practicable in the middle of the working period and considered as time worked for pay purposes.

WORK SCHEDULE F

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	9	9	9	9	4 4	
	9	9	9	9	off	
	9	9	9	9	4 4	
	9	9	9	9	off	

WORK SCHEDULE M

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	4 4	9	9	9	9	
	off	9	9	9	9	
	4 4	9	9	9	9	
	off	9	9	9	9	

ARTICLE 90.5I,P--WORK SCHEDULES (OHCS, OSAC)

Section 1.

(a) Employees shall be placed onto a regular work schedule unless another work schedule is established under the conditions of Section 6 of this Article.

(b) Employees on a regular or flexible work schedule shall be scheduled for five (5) consecutive workdays and two (2) consecutive days off within the workweek. Except for employees who work schedule "F" or "M," employees on alternate work schedules shall be scheduled for four (4) consecutive workdays and three (3) consecutive days off within the workweek. Exceptions to the days off provision above shall occur only when (1) this would seriously hamper operations of the Agency, or (2) when requested by the employee and approved by Agency management. The Agency will make every effort to return affected employees to their former schedule of days off.

Section 2. Except for employees who work schedule "F" or "M," the workweek shall begin at 12:01 a.m., Monday and end at 12:00 midnight the following Sunday. This workweek shall remain fixed during the term of this Agreement regardless of an employee's scheduled hours of work.

Section 3. Consistent with the operating requirements of the Agency, an employee shall be granted a meal period of not less than thirty (30) minutes nor more than one (1) hour, unless mutually agreed otherwise. Meal periods shall normally be scheduled by the Agency at approximately mid-part of the shift. An employee who is required by the Agency to work the full shift without relief for a lunch period shall have the entire shift counted as time worked. Meal periods will not be changed without reasonable notice.

Section 4. All employees shall be granted a rest period of fifteen (15) minutes in every four (4) hours working time or major fraction thereof, except in cases of alternate work schedules, in which case rest periods shall be twenty (20) minutes. Rest periods shall be taken so far as practicable in the middle of such working periods and considered as time worked for pay purposes.

Section 5. In order to account for a full forty (40) hours in a workweek in which there is a holiday, the employee may use appropriate accrued leave or compensatory time, or with supervisory approval may revert to a regular or a flexible work schedule.

Section 6. Employee requests to be placed on alternate or flexible work schedules shall be governed by Article 90.5, Section 2.

ARTICLE 90.5O,W--WORK SCHEDULES

(Oregon Health Licensing Agency, Health-Related Licensing Boards)

Section 1. Workweek. Except for employees who work schedule "F" or "M," the workweek shall begin at 12:01 a.m., Monday and end at 12:00 midnight the following Sunday.

Section 2. Alternate Work Schedules.

(a) An employee may apply in writing for authorization to work four/ten (4/10) hour days. The employee's application must show that the following criteria can still be met before his/her application can be approved:
  (1) That his/her requested four/ten (4/10) schedule will not interfere with his/her ability and availability to perform the job;
  (2) That the operational needs of the Agency are met;
  (3) That the needs of the public are adequately served; and,
  (4) That a forty (40) hour workweek is maintained.

  If in fact these criteria are met, the Agency shall grant the employee a four/ten (4/10) hour day work schedule.

  Requests for four/ten (4/10) hour day work schedules shall be considered in order of application. If more than one (1) employee makes application for a four/ten (4/10) schedule on the same day and both requests cannot be accommodated, preference shall be given to the employee with the most seniority in the Agency, if possible.

  If at any time any of the above criteria cease to be met, the Agency may rescind its approval of an employee's four/ten (4/10) schedule.

(b) An employee may be allowed to work a flexible work schedule upon written approval of his/her request. No employee will be arbitrarily denied a flexible work schedule. Special consideration may be given to an employee who demonstrates an unusual hardship.

Section 3. Meal Period. Employees shall be granted a meal period of not less than thirty (30) minutes nor more than one (1) hour unless mutually agreed otherwise. Meal periods shall be scheduled at approximately the mid-period of the workday.

Section 4. Rest Periods. All employees shall be granted a rest period of fifteen (15) minutes in every four (4) hours working time or major fraction thereof (i.e., more than two (2) hours), to be taken insofar as practicable in the middle of the work period.

Section 5. Each full-time employee's work schedule shall consist of five (5) consecutive workdays and two (2) consecutive days off unless the employee agrees to a different workweek.

ARTICLE 91.3--UNEXCUSED ABSENCES

(ODOT Coalition)

Any unauthorized absence, including absence without notice, of an employee from duty may be deemed by the Agency to be an absence without pay and may be grounds for disciplinary action. In the absence of such disciplinary action, any employee who absents himself/herself for five (5) consecutive workdays without authorized leave shall be deemed to have resigned. Such absence shall be covered, however, by a subsequent grant of leave with or without pay, when extenuating circumstances are found to have existed.

ARTICLE 92.1--PROTECTED WORK TIME

(Human Services Coalition)

Protected work time shall be available to direct service staff when it is mutually agreed between the supervisor and the employee that it is necessary for the employee to complete high priority work items without interruption from telephone or the public. If such time is agreed to be appropriate but cannot be made available to the employee, failure to complete that workload will not adversely affect the employee's performance evaluation.

ARTICLE 92.2K--PROTECTED WORK TIME

(OYA Administration and Field Services)

Protected work time shall be available to regional direct service staff when it is mutually agreed between the supervisor and the employee that it is necessary for the employee to complete high priority work items without interruption from telephone or the public. If such time is agreed to be appropriate but cannot be made available to the employee, failure to complete that workload will not adversely affect the employee's performance evaluation.

ARTICLE 97.2A--SCHEDULING OF COMPENSATORY TIME OFF

(OYA Youth Correctional Facilities and Camps)

Section 1. Subject to the operating requirements of the unit, an employee shall have his/her choice of compensatory time off. If two (2) or more employees in the same work unit request the same period of time off and that time off cannot be granted to all employees because of the operating requirements of the Institution and the matter cannot be resolved by agreement of the employees concerned, the matter shall be resolved in accordance with Section 2.

Employee must submit a written request for compensatory time off to management.

Section 2. If two (2) or more employees in the same first line supervisory work unit schedule a date to take compensatory time off more than thirty (30) days in advance, the most senior employee shall be granted the time off. If two (2) or more employees in the same first line supervisory work unit schedule compensatory time to be taken off at a date within thirty (30) days, the first employee requesting time off shall be granted the time off. Any employee who is eligible for overtime cash payment under Article 32.2A--Overtime, and who has accumulated compensatory time off and who is subject to the Overtime Article and who cannot receive compensatory time off as provided in that Section because of the operating requirements of the Institution, shall receive cash. Those employees who are not eligible for cash payment for overtime shall be authorized time off to commence within thirty (30) days of request.

ARTICLE 97.2C,E,G,H--SCHEDULING OF COMPENSATORY TIME OFF (OSH, EOTC, BMRC, Pendleton Cottage)

Section 1. Compensatory time off will be scheduled in the same manner as vacation. Where an employee is refused a request for compensatory time off and such schedules are not posted, the employee may request a copy of the affected schedules.

Section 2. When an employee accumulates compensatory time in excess of sixty (60) hours (except for LPNs at OSH who may accumulate one-hundred twenty

(120) hours), the Institution or Facility may determine if such excess hours shall be paid in cash if FLSA-eligible or provide additional compensatory time accrual.

Section 3. The Institution or Facility will grant or deny compensatory time requests within a reasonable period of time. Requests will not be unreasonably denied. Grievances concerning this Section may only be pursued through the Agency level. This Section shall be effective only until the expiration of this Agreement and shall terminate at that time.

Section 4. Subject to the provisions of Articles 32 and 32.2C,E,G, Section 4(a) and the availability of funds, the Institution or Facility shall offer to pay employees for accumulated compensatory time. Such offer shall be on a "first come, first served" basis, and will be made at least every six (6) months.

ARTICLE 97.2K--SCHEDULING OF COMPENSATORY TIME OFF
(OYA Administration and Field Services)

Subject to the operating requirements of the Agency, the employee may take accrued compensatory time off for overtime earned following approval by his/her supervisor. If the Agency is unable to schedule time off, the Agency shall pay cash for the balance of the unused compensatory time. If two (2) or more employees request the same time off, and the matter cannot be resolved by agreement of the employees concerned, the employee having the greatest length of continuous service with the Agency shall be granted time off. This option shall only be used once in every twelve (12) months by an individual employee.

ARTICLE 100.1--SECURITY (Human Services Coalition)

Section 1. The Agency shall establish procedures to immediately and safely evacuate employees from the worksite whenever it is determined that there is a threat to personal safety, a hazard, or a disaster. An evacuation plan shall be posted in each work area in a location clearly visible to employees.

Section 2. Once the Agency deems it necessary to evacuate from any work location, the Agency must determine the location is safe before instructing and/or allowing employees to return to work. An employee or employees who refuse to return to work on the grounds that it is unsafe or might unduly endanger his/her health shall not be paid for lost time, unless the employee's claim is upheld. In no event shall a represented employee be required to enter an evacuated area for any purpose, prior to the time the location has been determined to be safe.

Section 3. Security arrangements shall be provided by the Agency in work areas where past records clearly indicate a need for security arrangements. These arrangements may include, but not be limited to, the use of Security Guards.

ARTICLE 100.2K--SECURITY
(OYA Administration and Field Services)

Section 1. The Agency shall establish procedures to immediately and safely evacuate employees from the worksite whenever it is determined that there is a threat to personal safety, a hazard, or a disaster. An evacuation plan shall be posted in each work area in a location clearly visible to employees.

Section 2. Once the Agency deems it necessary to evacuate from any work location, the Agency must determine the location is safe before instructing and/or allowing employees to return to work. An employee or employees who refuse to return to work on the grounds that it is unsafe or might unduly endanger his/her health shall not be paid for lost time, unless the employee's claim is upheld. In no event shall a represented employee be required to enter an evacuated area for any purpose, prior to the time the location has been determined to be safe.

Section 3. Security arrangements shall be provided by the Agency in work areas where past records clearly indicate a need for security arrangements. These arrangements may include, but not be limited to, the use of Security Guards.

ARTICLE 100.3--SECURITY (ODOT Coalition)

Section 1. The Agency agrees to make reasonable efforts to provide security for the protection of employees and their personal property in the work areas.

Section 2. Upon request of a majority of the employees in a work location, a procedure shall be established and followed in which all employees shall be immediately evacuated in an orderly manner from their work location when it is determined that there is a threat to personal safety, a hazard, or a disaster, unless the employee's work duties require work in such circumstances.

Section 3. Once the Agency deems it necessary to evacuate from any work location, the Agency must determine the location is safe before instructing employees to return to work in that area. Employees shall not be asked or required to enter an evacuated area prior to the time the location has been determined to be safe, unless the employee's work duties require work in such circumstances.

Section 4. Employees who are required to supervise or transport inmates shall be provided with or have available two-way radios or other similar communications devices. Bargaining unit employees directly responsible for providing on-site work direction/coordination for an inmate crew where no Department of Corrections staff is present will receive training which shall include, but not be limited to, personal security, supervision of inmates, and employee and inmate prohibited conduct.

ARTICLE 100.5--SECURITY (Special Agencies Coalition Except OSAC, Health-Related Licensing Boards)

Section 1. The Agency agrees to provide a safe work area for employees covered by this Agreement.

Section 2. A procedure shall be established and followed in which all employees shall be immediately and safely evacuated in an orderly manner from any location in or near where such employees may be required to perform their employment.

Section 3. Once the Agency deems it necessary to evacuate from any work location, an Agency representative must determine the location is safe before instructing and/or allowing employees to return to work in that area. In no event shall a represented employee be asked or required to enter an evacuated area for any purpose, prior to the time the location has been determined to be safe.

ARTICLE 100.5I--SECURITY (OHCS)

Section 1. The Agency agrees to provide a safe work area for employees covered by this Agreement.

Section 2. A procedure shall be established and followed in which all employees shall be immediately and safely evacuated in an orderly manner from any location in or near where such employees may be required to perform

their employment.

Section 3. Once the Agency deems it necessary to evacuate from any work location, an Agency representative must determine the location is safe before instructing and/or allowing employees to return to work in that area. In no event shall a represented employee be asked or required to enter an evacuated area for any purpose, prior to the time the location has been determined to be safe.

Section 4. Security arrangements shall be provided by the Agency in work areas where past Agency records clearly indicate a need for security arrangements.

ARTICLE 100.5P--SECURITY (OSAC)

Section 1. The Agency shall establish procedures to immediately and safely evacuate employees from the worksite whenever it is determined that there is a threat to personal safety, a hazard, or a disaster. An evacuation plan shall be posted in each work area in a location clearly visible to employees.

Section 2. Once the Agency deems it necessary to evacuate from any work location, the Agency must determine the location is safe before instructing and/or allowing employees to return to work. An employee or employees who refuse to return to work on the grounds that it is unsafe or might unduly endanger his/her health shall not be paid for lost time, unless the employee's claim is upheld by the appropriate public Agency selected by the Agency. In no event shall a represented employee be required to enter an evacuated area for any purpose, prior to the time the location has been determined to be safe.

ARTICLE 100.5W--SECURITY

(Health-Related Licensing Boards)

Section 1. The Agency shall establish procedures to immediately and safely evacuate employees from the worksite whenever it is determined that there is a threat to personal safety, a hazard, or a disaster. An evacuation plan shall be posted in each work area in a location clearly visible to employees.

Section 2. Once the Agency deems it necessary to evacuate from any work location, the Agency must determine the location is safe before instructing and/or allowing employees to return to work. An employee or employees who refuse to return to work on the grounds that it is unsafe or might unduly endanger his/her health shall not be paid for lost time, unless the employee's claim is upheld. In no event shall a represented employee be required to enter an evacuated area for any purpose, prior to the time the location has been determined to be safe.

Section 3. Security arrangements shall be provided by the Agency in work areas where past records clearly indicate a need for security arrangements. These arrangements may include, but not be limited to, the use of Security Guards.

ARTICLE 101T--SAFETY AND HEALTH

(Temporary Employees)

The Agency agrees to abide by standards of safety and health in accordance with the Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991).

ARTICLE 101.1--SAFETY AND HEALTH

(Human Services Coalition)

Section 1. The Agency agrees to abide by standards of safety and health in accordance with the Oregon Safe Employment Act and other applicable laws.

Section 2. Proper safety devices and clothing shall be provided by the Agency for all employees engaged in work where such devices are necessary to meet the requirements of the Department of Consumer & Business Services (DCBS). Such equipment, where provided, must be used. Protective clothing and safety devices shall remain the property of the Agency and shall be returned to the Agency upon termination of employment.

Section 3. If an employee claims that an assigned job, vehicle, or equipment is unsafe or might endanger his/her health and for that reason refuses to do the job or use the vehicle or equipment, the employee shall immediately give specific reason(s) in writing to his/her supervisor. If there is a disagreement, the supervisor will request an immediate determination by the Agency Safety Representative, or if not available, a Safety Compliance Officer of the DCBS as to whether the job, vehicle, or equipment is safe or unsafe. At the discretion of the Union, a Union representative may accompany the Agency Safety Representative or the DCBS representative conducting the safety inspection.

Section 4. Pending determination provided for in Section 3, the employee shall be given suitable work elsewhere at his/her current rate of pay. If no suitable work is available the employee shall be sent home.

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

Section 5. Immunizations.

(a) If in the conduct of official duties an employee is exposed to a serious communicable disease which would require immunization or testing, or if required by the Agency, 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.

(b) In instances where there is no direct exposure to a serious communicable disease but where immunizations or testing shall prevent or help prevent such disease from occurring, employees shall be granted accrued sick leave with pay for the time off from work required for the immunization or testing.

Section 6. Medical Facilities.

(a) Space shall be designated to permit an ill or injured employee to lie down until disposition of need. Cots, beds, stretchers, or pads are acceptable for this purpose. Space shall not be used for a storage area or any other purpose that would make it unavailable for immediate use in rendering first aid care.

(b) The Agency shall provide first aid kits in all work areas which include the items listed in Oregon Occupational Health Rules. These kits shall be inspected periodically to insure their completeness.

Section 7. The Parties agree that workplace violence will not be tolerated at any worksite. Workplace violence includes harassment, threats, threatening behavior, and violence and violent behavior. Prevention of workplace violence and the reporting of such conduct is everyone's responsibility. Any report of workplace violence will be investigated. The conclusion(s) of the investigation will be communicated to the complainant within thirty (30) days following management's completion of the investigation. Retaliation against anyone who reports or experiences workplace violence will not be tolerated.

Section 8. Health Laboratory Only. Health Laboratory fume hoods, where hazardous substances are used, will be checked weekly to determine if such hoods are venting to manufacturer's specifications. If such hoods are found to be deficient, they will be closed until corrected and staff working with the hoods will be assigned to other duties or worksites. Manufacturer's flow rate specifications for each hood will be posted on or near each hood.

ARTICLE 101.2--SAFETY AND HEALTH

(Institutions Coalition)

Section 1. The Institution or Facility agrees to abide by standards of safety and health in accordance with the Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991) and related Administrative Rules.

Section 2. Required equipment, proper safety devices, and clothing shall be provided at no cost to the employee by the Institution or Facility for all employees engaged in work where such devices are required by the Act. Such equipment, where provided, must be used.

Section 3.

(a) Any Union Steward, upon identification and submission of a safety practice problem, may request and shall be scheduled to meet with the appropriate Institution or Facility representative to review the specific safety concerns. The Institution or Facility shall investigate the safety practice/concern and report its findings to the Union Steward within fifteen (15) calendar days. The Steward will be permitted to attend such meetings with pay. No overtime will accrue as a result of this provision. Any other employee may, at any time, submit written suggestions to the Institution or Facility Safety Officer or Representative concerning maintenance of safe and secure working conditions.

(b) Any existing Health/Safety Committee with bargaining unit members shall continue in effect with the Union appointing the bargaining unit representative.

Section 4.

(a) Reporting Procedures. If an employee claims that an assigned job, vehicle, or equipment is unsafe or might endanger his/her health and for that reason refuses to do the job or use the vehicle or equipment, the employee shall immediately give specific reason(s) in writing to his/her supervisor. The supervisor will request an immediate determination by the Institution or Facility Safety or Health Representative or, if he/she is unavailable, a safety representative of the Accident Prevention Division, DCBS as to whether the job, vehicle, or equipment is safe or unsafe. At the discretion of the Union, a Union staff member or Steward may accompany the Institution or Facility or DCBS representative conducting the safety inspection. The Steward shall receive paid release time from his/her regular duties if such inspection occurs on his/her regularly scheduled work time.

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

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

Section 5. Immunizations. If, in the conduct of official duties, an employee is exposed to serious communicable diseases which would require immunization against or testing, or if required by the Institution or Facility, 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. Where immunization or testing shall prevent or help prevent such disease from occurring, employees shall be granted accrued sick leave for the time off from work required for the immunization or testing.

Section 6. Evacuations. Whenever the Institution or Facility determines that evacuation is necessary, procedures shall be followed in which represented employees shall be assigned responsibility for the immediate and safe evacuation of employee(s) and/or client(s) in an orderly manner from any location in or near where such employees may be required to perform their employment. The Institution or Facility must determine the location is safe before instructing and/or allowing employees to return to work in that area with the exception of employees whose assigned duties include such determination. When such duties are assigned, adequate training shall be provided prior to assumption of duties.

Section 7. Potential Health Risks. The Institution or Facility shall make available for review a list of known harmful or toxic substances such as cleaning agents, pesticides, and medications with which represented employees come in contact.

Section 8. Video Display Terminals. Employees working in word processing centers who are required to continuously view video display terminals (VDT) or cathode ray tubes (CRT) for periods not less than two (2) hours shall be guaranteed a fifteen (15) minute rest break during the middle of each half of a full-time workshift.

Section 9. Each Institution or Facility shall establish and maintain an infectious disease control program that deals with all infectious diseases which employees could contract in the course of their employment.

Section 10. Each Institution or Facility agrees to provide ongoing notice of safety procedures within their facility, training programs to ensure that these procedures are known and followed, and required equipment and supplies needed to conform with adopted safety procedures.

Section 11. If a staff has a safety concern over the placement of a client at a Facility, they may raise the issue with their immediate supervisor.

(See Letter of Agreement in Appendix A - OSH.)

ARTICLE 101.2K--SAFETY AND HEALTH

(OYA Administration and Field Services)

Section 1. The Agency agrees to abide by standards of safety and health in accordance with the Oregon Safe Employment Act and other applicable laws.

Section 2. Proper safety devices and clothing shall be provided by the Agency for all employees engaged in work where such devices are necessary to meet the requirements of the Department of Consumer & Business Services (DCBS). Such equipment, where provided, must be used. Protective clothing and safety devices shall remain the property of the Agency and shall be returned to the Agency upon termination of employment.

Section 3. If an employee claims that an assigned job, vehicle, or equipment is unsafe or might endanger his/her health and for that reason refuses to do the job or use the

vehicle or equipment, the employee shall immediately give specific reason(s) in writing to his/her supervisor. If there is a disagreement, the supervisor will request an immediate determination by the Agency Safety Representative, or if not available, a Safety Compliance Officer of the DCBS as to whether the job, vehicle, or equipment is safe or unsafe. At the discretion of the Union, a Union representative may accompany the Agency Safety Representative or the DCBS representative conducting the safety inspection.

Section 4. Pending determination provided for in Section 3, the employee shall be given suitable work elsewhere at his/her current rate of pay. If no suitable work is available the employee shall be sent home.

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

Section 5. Immunizations.

(a) If in the conduct of official duties an employee is exposed to a serious communicable disease which would require immunization or testing, or if required by the Agency, 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.

(b) In instances where there is no direct exposure to a serious communicable disease but where immunizations or testing shall prevent or help prevent such disease from occurring, employees shall be granted accrued sick leave with pay for the time off from work required for the immunization or testing.

Section 6. Medical Facilities.

(a) Space shall be designated to permit an ill or injured employee to lie down until disposition of need. Cots, beds, stretchers, or pads are acceptable for this purpose. Space shall not be used for a storage area or any other purpose that would make it unavailable for immediate use in rendering first aid care.

(b) The Agency shall provide first aid kits in all work areas which include the items listed in Oregon Occupational Health Rules. These kits shall be inspected periodically to insure their completeness.

Section 7. The Parties agree that workplace violence will not be tolerated at any worksite. Workplace violence includes harassment, threats, threatening behavior, and violence and violent behavior. Prevention of workplace violence and the reporting of such conduct is everyone's responsibility. Reports of such violence will be investigated. Retaliation against anyone who reports or experiences workplace violence will not be tolerated.

ARTICLE 101.3--SAFETY AND HEALTH

(ODOT Coalition)

Section 1. The Agencies agree to abide by standards of safety and health in accordance with the Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991).

Additionally, the Agency will not require the employee to perform hazardous work or to operate hazardous equipment without at least one (1) other person in the area, although such other person may be performing other related duties, except in Forestry and Fish & Wildlife where other safeguards such as radio communication have been typically utilized.

Section 2. Proper safety devices and clothing shall be provided by the Agencies for all employees engaged in work where such devices and clothing are necessary to meet the requirements of the Department of Consumer & Business Services. Such equipment, where provided, must be used.

Section 3.

(a) If an employee claims that an assigned job or vehicle is unsafe or might unduly endanger his/her health and for that reason refuses to do the job or use the vehicle, the employee shall immediately give specific reason(s) in writing to the supervisor. The supervisor shall request an immediate determination by the Agency Safety Representative, or if none is available, a representative of the Department of Consumer & Business Services as to whether the job or vehicle is safe or unsafe. At the discretion of the Union, a Union Organizer may accompany the Agency or the Department of Consumer & Business Services representative conducting the safety inspection.

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

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

Section 4. If in the conduct of official duties an employee is exposed to serious communicable diseases which would require immunization or testing, or if required by the Agency, 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. Where immunization or testing shall prevent or help prevent such disease from occurring, employees shall be granted accrued sick leave with pay for the time off from work required for the immunization or testing.

ARTICLE 101.5--SAFETY AND HEALTH

(Special Agencies Coalition Except Dept. of Consumer & Business Services, OSAC, WCB, OHCS, Health-Related Licensing Boards)

Section 1. The Agency agrees to abide by standards of safety and health in accordance with the Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991).

Section 2. The Agency agrees to comply with the provisions of OAR 437-002-0161 Subdivision K, Medical Services and First Aid.

Section 3. If an employee claims that an assigned job, vehicle, or equipment is unsafe under Oregon Safe Employment Act standards and for that reason refuses to do the job or use the vehicle or equipment, the employee shall immediately give specific reason(s) in writing to his/her supervisor. The supervisor will request an immediate determination by the Agency Safety Officer or, if none is available, by OROSHA of the Department of Consumer & Business Services as to whether the job, vehicle, or equipment is safe or unsafe.

Section 4. Pending determination provided for in Section 3, the employee shall be given another vehicle or equipment or other work. If no work is available the employee shall be sent home. Time lost by the employee as a result of refusal to perform work on the grounds that it is unsafe under Oregon Safe Employment Act standards shall be paid by the Agency if the employee's claim is upheld by the Agency Safety Officer or the Department of

Consumer & Business Services.

Section 5. As provided by ORS 656.202, if in the conduct of official duties an employee is exposed to serious communicable diseases or hazardous materials which would require immunization or testing, or which result in an illness or disability, the employee should file a workers' compensation claim for costs associated with the exposure, illness, or disability. Time for immunization or testing for an employee who is exposed to a serious communicable disease on the job and which is not covered by the employee's workers' compensation claim shall be considered regular work activity. Immunizations or testing required by the Agency will be paid by the Agency without cost to the employee and without deduction from accrued sick leave.

Section 6. Employees shall be informed of any toxic or hazardous materials in the workplace in accordance with OAR 437-002-0360 Subdivision Z (35) (1910.1200).

ARTICLE 101.5I,W--SAFETY AND HEALTH

(OHCS, Health-Related Licensing Boards)

Section 1. The Agency agrees to abide by standards of safety and health in accordance with the Oregon Safe Employment Act and other applicable laws.

Section 2. Proper safety devices and clothing shall be provided by the Agency for all employees engaged in work where such devices are necessary to meet the requirements of the Department of Consumer & Business Services. Such equipment, where provided, must be used. Protective clothing and safety devices shall remain the property of the Agency and shall be returned to the Agency upon termination of employment.

Section 3. If an employee claims that an assigned job, vehicle, or equipment is unsafe or might endanger his/her health and for that reason refuses to do the job or use the vehicle or equipment, the employee shall immediately give specific reason(s) in writing to his/her supervisor. If there is a disagreement, the supervisor will request an immediate determination by the Agency Safety Representative, or if not available, a Safety Compliance Officer of the Department of Consumer & Business Services as to whether the job, vehicle, or equipment is safe or unsafe. At the discretion of the Union, a Union representative may accompany the Agency Safety Representative or the Department of Consumer & Business Services representative conducting the safety inspection.

Section 4. Pending determination provided for in Section 3, the employee shall be given suitable work elsewhere at his/her current rate of pay. If no suitable work is available the employee shall be sent home.

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

Section 5. Immunizations. If in the conduct of official duties an employee is exposed to serious communicable diseases which would require immunization or testing, or if required by the Agency, 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. Where immunizations or testing shall prevent or help prevent such disease from occurring, employees shall be granted accrued sick leave with pay for the time off from work required for the immunization or testing.

Section 6. Medical Facilities.

(a) Space shall be designated to permit an ill or injured employee to lie down until disposition of need. Cots, beds, stretchers, or pads are acceptable for this purpose. Space shall not be used for a storage area or any other purpose that would make it unavailable for immediate use in rendering first aid care.

(b) The Agency shall provide first aid kits in all work areas which include the items listed in Oregon Occupational Health Rules. These kits shall be inspected periodically to insure their completeness.

Section 7. Employees shall be informed of any toxic or hazardous materials in the workplace in accordance with OAR 437-002-0360 Subdivision Z (35) (1910.1200).

ARTICLE 101.5P--SAFETY AND HEALTH (OSAC)

Section 1. The Agency agrees to abide by standards of safety and health in accordance with the Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991).

Section 2. The Agency agrees to comply with the provisions of OAR 437-002-0161 Subdivision K, Medical Services and First Aid.

Section 3. If an employee claims that an assigned job, vehicle, or equipment is unsafe under Oregon Safe Employment Act standards and for that reason refuses to do the job or use the vehicle or equipment, the employee shall immediately give specific reason(s) in writing to his/her supervisor. The supervisor will request an immediate determination by the Department of Consumer & Business Services as to whether the job, vehicle, or equipment is safe or unsafe.

Section 4. Pending determination provided for in Section 3, the employee shall be given another vehicle or equipment or other work. If no work is available the employee shall be sent home. Time lost by the employee as a result of refusal to perform work on the grounds that it is unsafe under Oregon Safe Employment Act standards shall be paid by the Agency if the employee's claim is upheld by the Department of Consumer & Business Services.

Section 5. As provided by ORS 656.202, if in the conduct of official duties an employee is exposed to serious communicable diseases or hazardous materials which would require immunization or testing, or which result in an illness or disability, the employee should file a workers' compensation claim for costs associated with the exposure, illness, or disability. Time for immunization or testing for an employee who is exposed to a serious communicable disease on the job and which is not covered by the employee's workers' compensation claim shall be considered regular work activity. Immunizations or testing required by the Agency will be paid by the Agency without cost to the employee and without deduction from accrued sick leave.

Section 6. Space will be provided for employees to lie down until disposition of need. Space shall not be used for any other purpose that would make it unavailable for immediate use in rendering first aid care. Recommendations to meet this objective, including the identification of appropriate space, will be made by the Labor-Management Committee established by this Agreement.

ARTICLE 101.5Q,V--SAFETY AND HEALTH

(DCBS, WCB)

Section 1. The Agency agrees to abide by standards of safety and health in accordance with the Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991).

Section 2. The Agency agrees to comply with the provisions of OAR 437-002-0161 Subdivision K, Medical Services and First Aid.

Section 3. If an employee claims that an assigned job, vehicle, or equipment is unsafe under Oregon Safe Employment Act standards and for that reason refuses to do the job or use the vehicle or equipment, the employee shall immediately give specific reason(s) in writing to his/her supervisor. The supervisor will request an immediate determination by the Agency Safety Officer or, if none is available, by the Accident Prevention Division of the Department of Consumer & Business Services as to whether the job, vehicle, or equipment is safe or unsafe.

Section 4. Pending determination provided for in Section 3, the employee shall be given another vehicle or equipment or other work. If no work is available the employee shall be sent home. Time lost by the employee as a result of refusal to perform work on the grounds that it is unsafe under Oregon Safe Employment Act standards shall be paid by the Agency if the employee's claim is upheld by the Agency Safety Officer or the Department of Consumer & Business Services.

Section 5. As provided by ORS 656.202, if in the conduct of official duties an employee is exposed to serious communicable diseases or hazardous materials which would require immunization or testing, or which result in an illness or disability, the employee should file a workers' compensation claim for costs associated with the exposure, illness, or disability. Time for immunization or testing for an employee who is exposed to a serious communicable disease on the job and which is not covered by the employee's workers' compensation claim shall be considered regular work activity. Immunizations or testing required by the Agency will be paid by the Agency without cost to the employee and without deduction from accrued sick leave.

Section 6. Medical monitoring will be provided to employees who have potential for contact with toxic and/or harmful substances in accordance with the Department's internal management directive on medical monitoring. The directive shall not be changed during the life of this Agreement unless the Agency can identify a legitimate operational need.

Section 7. Employees shall be informed of any toxic or hazardous materials in the workplace in accordance with OAR 437-002-0360 Subdivision Z (35) (1910.1200).

Section 8. The Agency shall provide adequate two-way communications equipment and suitable state-owned vehicles (subject to budgetary constraints and equipment availability) for any safety or health professional who may be required to travel to locations not readily accessible to a physician or ambulance with Emergency Medical Technicians (thirty (30) minutes travel time). When travel on open terrain or unmaintained roads is required four-wheel drive vehicles shall be provided. This shall not be interpreted to mean that an employee is prohibited from providing his/her own four-wheel drive vehicle if the employee so chooses. The employee who chooses to provide their own vehicle shall pay for the expense of removal and reinstallation of two-way communications equipment if he/she chooses to change vehicles prior to normal replacement mileage.

ARTICLE 102.1--HOSTAGE TAKING

(Human Services Coalition)

Section 1. Any employee, during the performance of his/her work, who is seized and detained by force or threat, shall be allowed reasonable time off immediately after the incident to recover from any physical or psychological disability caused by the action. Any period of time beyond one (1) day necessary for purposes of readjustment shall be determined by the employee's physician or psychiatrist subject to verification by a physician or psychiatrist of the Agency's choice.

Section 2. Such leave shall be charged against any accumulated time the employee has earned; however, where an employee is receiving compensation through Workers' Compensation or other victim compensation relief, such charges will be made on a pro-rata basis not to exceed the employee's regular salary.

ARTICLE 102.2--HOSTAGE TAKING

(Institutions Coalition)

Section 1. Any employee taken hostage during the performance of work shall immediately thereafter be permitted to receive reasonable time off in order to recover from any physical or psychological disability caused by the action. If the absence extends beyond one (1) day (twenty-four (24) hours), the period of time necessary for purposes of readjustment shall be determined by the employee's physician, psychiatrist, or, upon physician referral, psychologist.

Section 2. Such leave shall be charged against any accumulated time the employee has earned; however, where an employee is receiving compensation through Workers' Compensation or other victim compensation relief, such charges will be made on a pro-rata basis not to exceed the employee's regular salary.

ARTICLE 102.2K--HOSTAGE TAKING

(OYA Administration and Field Services)

Section 1. Any employee, during the performance of his/her work, who is seized and detained by force or threat, shall be allowed reasonable time off immediately after the incident to recover from any physical or psychological disability caused by the action. Any period of time beyond one (1) day necessary for purposes of readjustment shall be determined by the employee's physician or psychiatrist subject to verification by a physician or psychiatrist of the Agency's choice.

Section 2. Such leave shall be charged against any accumulated time the employee has earned; however, where an employee is receiving compensation through Workers' Compensation or other victim compensation relief, such charges will be made on a pro-rata basis not to exceed the employee's regular salary.

ARTICLE 102.5O--HOSTAGE TAKING

(Oregon Health Licensing Agency)

Section 1. Any employee, during the performance of his/her work, who is seized and detained by force or threat, shall be allowed reasonable time off immediately after the incident to recover from any physical or psychological disability caused by the action. Any period of time beyond one (1) day necessary for purposes of readjustment shall

be determined by the employee's physician or psychiatrist subject to verification by a physician or psychiatrist of the Agency's choice.

Section 2. Such leave shall be charged against any accumulated time the employee has earned; however, where an employee is receiving compensation through Workers' Compensation or other victim compensation relief, such charges will be made on a pro-rata basis not to exceed the employee's regular salary.

ARTICLE 103.1C--SENSITIVE AND DIFFICULT CLIENTS (Employment)

Section 1. An employee who is required to be in contact with sensitive or difficult clients, clients with severe mental disorders, or other persons related to the case who have potential for violent or dangerous actions, may express his/her concerns to the supervisor. The supervisor and the employee will assess the client's past history and potential for violent or dangerous actions. If the supervisor and employee find some indication that the client could become violent or dangerous, the supervisor and employee will develop a plan of working with the client which provides reasonable protection for the employee.

Section 2. All employees who are required to be in contact with clients who are deemed sensitive, difficult, violent, or who have severe mental disorders, shall be informed of such problems in advance of contact with the client, if a prior history of difficulty has been documented in the case record or information was received from an outside source.

Section 3. When a problem of abuse or harassment by a client has occurred, the employee shall immediately report the incident to his/her supervisor. In the absence of the supervisor, the incident shall be reported immediately to the next higher level supervisor. The supervisor shall take appropriate action to aid and insure the safety of the employee.

Section 4. Where not currently available, management in each worksite will establish general protocols related to conducting in-office and/or off-site visits. Available safety equipment will be identified, as appropriate, for each type of protocol.

ARTICLE 103.1M--SENSITIVE AND DIFFICULT CLIENTS (DHS Non-Institutions)

Section 1. An employee who is required to be in contact with sensitive or difficult clients, clients with severe mental disorders, or other persons related to the case who have potential for violent or dangerous actions, may express his/her concerns to the supervisor. The supervisor and the employee will assess the client's past history and potential for violent or dangerous actions. If the supervisor and employee find some indication that the client could become violent or dangerous, the supervisor and employee will develop a plan of working with the client which provides reasonable protection for the employee.

Section 2. All employees who are required to be in contact with clients who are deemed sensitive, difficult, violent, or who have severe mental disorders, shall be informed of such problems in advance of contact with the client, if a prior history of difficulty has been documented in the case record or information was received from an outside source.

Section 3. When a problem of abuse or harassment by a client has occurred, the employee shall immediately report the incident to his/her supervisor. In the absence of the supervisor, the incident shall be reported immediately to the next higher level supervisor. The supervisor shall take appropriate action to aid and insure the safety of the employee.

Section 4. If any employee is required to transport a difficult client, the employee may express his/her concerns to the responsible supervisor. The responsible supervisor and the employee will assess the client's past history and potential for violent or dangerous actions. If the supervisor in consultation with the employee finds an indication that the client could become violent or dangerous, the employee shall be assigned another person to accompany the employee.

Section 5. Where not currently available, management in each worksite will establish general protocols related to transporting clients and/or conducting in-office and off-site visits. Available safety equipment will be identified, as appropriate, for each type of protocol.

ARTICLE 103.2--SENSITIVE AND DIFFICULT CLIENTS (Institutions Coalition)

Section 1. The Institution or Facility will maintain a notification system for support services employees concerning clients regularly assigned to the work area who have severe medical disorders or are identified by management as particularly hazardous to themselves or others.

Section 2. The Institution or Facility shall provide opportunities for instruction in self-protection and restraint of difficult clients to those employees regularly supervising or working with clients.

Section 3. If an employee suffers significant physical abuse from a client, the employee shall immediately report the incident to his/her supervisor. In the absence of the supervisor, the incident shall be reported immediately to an excluded supervisor or safety officer. The supervisor shall take appropriate action as soon as possible. The employee shall not be disciplined solely for having reported the incident.

Section 4.

(a) If an employee is required to transport a client identified by the Institution or Facility as having a severe medical disorder or particularly hazardous to himself or others, the employee may request and management shall provide either:
   (1) Another person to accompany the employee; or
   (2) Appropriate security equipment.

(b) If an employee is required to transport a client who cannot be left alone on a trip longer than four (4) hours and the method of transportation is not public transportation, the employee may request and management shall provide:
   (1) Another person to accompany the employee; or
   (2) Appropriate security equipment.

(See Letter of Agreement in Appendix A.)

ARTICLE 103.2K--SENSITIVE AND DIFFICULT CLIENTS (OYA Administration and Field Services)

Section 1. An employee who is required to be in contact with sensitive or difficult clients, clients with severe mental disorders, or other persons related to the case who have potential for violent or dangerous actions, may express his/her concerns to the supervisor. The supervisor and the employee will assess the client's past history and potential for violent or dangerous actions. If the supervisor and employee find some indication that the client could become

violent or dangerous, the supervisor and employee will develop a plan of working with the client which provides reasonable protection for the employee.

Section 2. All employees who are required to be in contact with clients who are deemed sensitive, difficult, violent, or who have severe mental disorders, shall be informed of such problems in advance of contact with the client, if a prior history of difficulty has been documented in the case record or information was received from an outside source.

Section 3. When a problem of abuse or harassment by a client has occurred, the employee shall immediately report the incident to his/her supervisor. In the absence of the supervisor, the incident shall be reported immediately to the next higher level supervisor. The supervisor shall take appropriate action to aid and insure the safety of the employee.

Section 4. If any employee is required to transport a difficult client, the employee may express his/her concerns to the responsible supervisor. The responsible supervisor and the employee will assess the client's past history and potential for violent or dangerous actions. If the supervisor finds indication that the client could become violent or dangerous, the employee shall be assigned another person to accompany the employee and/or be provided with an appropriate automobile if available.

ARTICLE 103.5--SENSITIVE AND DIFFICULT CLIENTS (Special Agencies Coalition Except OHCS, OSAC, Health-Related Licensing Boards)

Section 1. When an employee is required to be in contact with sensitive or difficult clients, or clients with known severe medical disorders, and the employee suffers any form of abuse or harassment from the clients, the employee shall immediately report the incident to his/her supervisor. In the absence of the supervisor, the incident shall be immediately reported to the next higher level supervisor. The supervisor shall take appropriate action immediately to aid and insure the safety of the employee.

Section 2. An employee who is required to be in contact with a client who the employee reasonably believes poses a risk of engaging in violent or dangerous behavior may express his/her safety-related concerns to his/her supervisor. The supervisor and the employee shall then meet and confer about the employee's concerns. If the risk is significant, the supervisor and the employee shall develop a plan to address the employee's safety-related concerns.

ARTICLE 103.5I--SENSITIVE AND DIFFICULT CLIENTS (OHCS)

Section 1. When an employee is required to be in contact with sensitive or difficult clients, or clients with known severe medical disorders, and the employee suffers any form of abuse or harassment from the clients, the employee shall immediately report the incident to his/her supervisor. In the absence of the supervisor, the incident shall be immediately reported to the next higher level supervisor. The supervisor shall take appropriate action immediately to aid and insure the safety of the employee.

Section 2. An employee who is required to be in contact with a client who the employee reasonably believes poses a risk of engaging in violent or dangerous behavior may express his/her safety-related concerns to his/her supervisor. The supervisor and the employee shall then meet and confer about the employee's concerns. If the risk is significant, the supervisor and the employee shall develop a plan to address the employee's safety-related concerns. The plan may include an incident report created by the employee and the supervisor. The incident report will be filed in an incident report binder which will be accessible to employees whose duties involve contact with Agency sensitive and difficult clients. The incident report shall be limited to the following information: a description of the incident, the risk(s) posed to the employee by the incident, and the safety plan developed by the employee and the supervisor.

ARTICLE 103.5O,W--SENSITIVE AND DIFFICULT CLIENTS
(Oregon Health Licensing Agency, Health-Related Licensing Boards)

Section 1. An employee who is required to be in contact with sensitive or difficult clients, clients with severe mental disorders, or other persons related to the case who have potential for violent or dangerous actions, may express his/her concerns to the supervisor. The supervisor and the employee will assess the client's past history and potential for violent or dangerous actions. If the supervisor and employee find some indication that the client could become violent or dangerous, the supervisor and employee will develop a plan of working with the client which provides reasonable protection for the employee.

Section 2. All employees who are required to be in contact with clients who are deemed sensitive, difficult, violent, or who have severe mental disorders, shall be informed of such problems in advance of contact with the client, if a prior history of difficulty has been documented in the case record or information was received from an outside source.

Section 3. When a problem of abuse or harassment by a client has occurred, the employee shall immediately report the incident to his/her supervisor. In the absence of the supervisor, the incident shall be reported immediately to the next higher level supervisor. The supervisor shall take appropriate action to aid and insure the safety of the employee.

ARTICLE 103.5P--DIFFICULT CLIENTS (OSAC)

Section 1. An employee who is required to be in contact with difficult clients may express his/her concerns to the supervisor. The supervisor and the employee will assess the client's past history and potential for belligerent behavior. If the supervisor and employee find some indication that the client could become difficult, the supervisor and employee will develop a plan of working with the client which provides reasonable protection for the employee.

Section 2. When an employee is harassed by a client, the employee shall immediately report the incident to his/her supervisor. In the absence of the supervisor, the incident shall be reported immediately to the next higher level supervisor. The supervisor shall take appropriate action to aid and ensure the employee's safety.

ARTICLE 104.2--MEDICAL FACILITIES (Institutions Coalition, except OYA Administration and Field Services)

The Institution or Facility shall provide designated area(s) for ill or injured employees to rest or lie down in privacy. Such areas shall be appropriately furnished and shall not be used for a storage area or any other purpose that would make it unavailable for immediate use.

ARTICLE 104.3--MEDICAL FACILITIES

(ODOT Coalition)

The Agency shall provide adequate first aid facilities, such as first aid kits, commensurate with the number of employees, nature of work performed, and availability of established medical facilities. Space for an ill or injured employee to lie down in privacy shall be provided where practical. The supervisor of the crew should be familiar with standard first aid practices and shall be responsible for obtaining first aid for employees injured while under his/her supervision.

ARTICLE 106--LABOR-MANAGEMENT COMMITTEES

To facilitate communication between the Parties, joint Labor-Management Committees may be established at the Agency level by mutual agreement of the Union and the Agency Administrator and the Department of Administrative Services. The Committees shall take steps to ensure consistency with the Collective Bargaining Agreement.

Any Agency Committee shall be composed of three (3) employee members appointed by the Union and three (3) members of management unless mutually agreed otherwise.

Committees shall meet when necessary, but not more than once each calendar quarter unless mutually agreed otherwise.

Agency employees appointed to the Agency Committees shall be in pay status during time spent in Committee meetings. Approved time spent in meetings shall neither be charged to leave credits nor considered as overtime worked.

Staff representatives of the Labor Relations Unit and the SEIU Local 503, OPEU may render assistance to a committee in procedural and substantive issues as necessary to fulfill the objectives of this Article and may participate in such meetings.

The Committees shall be on a meet-and-confer basis only and shall not be construed as having the authority nor entitlement to negotiate. The Committees shall have no power to contravene any provision of the Collective Bargaining Agreement, nor to enter into any agreements binding on the Parties to this Agreement or resolve issues or disputes surrounding the implementation of the Contract. Matters which may require a Letter of Agreement shall not be implemented until a Letter of Agreement has been signed by the Labor Relations Unit and the Executive Director of the SEIU Local 503, OPEU.

No discussion or review of any matter by the committees shall forfeit or affect the time frames related to the grievance procedure. Matters that should be resolved through the grievance and arbitration procedure shall be handled pursuant to that procedure.

At the conclusion of each fiscal year, the Parties shall discuss the concept of Labor-Management Committees and whether they should be modified, continued, or discontinued.

(See Letter of Agreement in Appendix A.)

ARTICLE 106.1C--LABOR-MANAGEMENT COMMITTEES (Employment Department)

The goal of the Agency and Union is to develop a workplace in which labor and management work through joint Labor-Management Committees within the confines of the Collective Bargaining Agreement. The purpose is to provide quality services to our customers by improving work processes and efficiencies.

Notwithstanding Article 106, the number of members, meeting schedules, agendas, and training needs of the committees will be determined jointly by the Agency and the Union. The expected results of the Committees are continuous improvement in customer service, efficient operations, and responsiveness to changing conditions.

The following guidelines will be employed:

(a) There will be an Agency Labor-Management Committee that will develop within ninety (90) days of ratification mutually agreed to policies that will further support effective labor relations at the Section level, including training for Labor-Management Committee members.

(b) A Labor-Management Committee will be composed of equal numbers of Agency and Union members unless mutually agreed to otherwise. Each Section Committee will consist of at least one (1) management service member and one (1) member designated by the Union. If the manager and Steward agree, Sections can establish an alternate process that achieves the same intent as a separate Labor-Management Committee.

(c) The Labor-Management Committee will not be construed as having the authority or entitlement to negotiate or contravene any provision of the Collective Bargaining Agreement. Matters which require a Letter of Agreement will not be implemented until a Letter of Agreement has been signed by the Labor Relations Unit and the Executive Director of the SEIU Local 503, OPEU.

(d) The activities and results of a Section Labor-Management Committee will not be cited as precedential for other Sections, but may be used as a basis of discussion by other Committees.

ARTICLE 106.1M--LABOR-MANAGEMENT COMMITTEES (DHS Non-Institutions)

The Department will establish one (1) central Labor-Management Committee as outlined in Article 106--Labor-Management Committees.

The Department and the Union may mutually agree to establish joint sub-committees to improve labor-management relationships, work processes, efficiencies, and client service delivery. Such joint sub-committees will be:

(a) Composed of equal numbers of bargaining unit and management members unless mutually agreed otherwise;

(b) Accountable and report to the central Labor-Management Committee;

(c) Reviewed annually by the central Labor-Management Committee to determine whether they should be modified, continued or discontinued; and,

(d) Subject to the provisions of Article 106--Labor-Management Committees.

(See Letter of Agreement in Appendix A.)

ARTICLE 106.2A,K--LABOR-MANAGEMENT COMMITTEES (OYA Youth Correctional Facilities and Camps, OYA Administration and Field Services)

If the Agency and Union agree to establish joint committees at the institution or Agency level to improve work processes and efficiencies, the following guidelines will be employed:

(a) Such Committee members who are also members of the bargaining unit shall be selected by bargaining unit members.
(b) Such Committees will be composed of equal numbers of bargaining unit and management services members unless mutually agreed to otherwise.
(c) Employees appointed to the joint Labor-Management Committees at an Institution shall be in pay status during time spent in committee meetings, provided the meetings occur during regularly scheduled duty time. Approved time spent in meetings shall neither be charged to leave credits nor considered as overtime worked. Appointed employees may choose to attend these meetings on their own time.
(d) The Committees shall not be construed as having the authority or entitlement to negotiate or contravene any provision of the Collective Bargaining Agreement. Matters which may require a Letter of Agreement shall not be implemented until a Letter of Agreement has been signed by the Labor Relations Unit, Department of Administrative Services, and the Executive Director of SEIU Local 503, OPEU.

ARTICLE 106.2C--LABOR-MANAGEMENT COMMITTEE (OSH)

The parties agree to re-establish one (1) central Labor-Management Committee as outlined in Article 106--Labor-Management Committees. The purpose is to address issues of mutual concern, such as work processes and efficiencies. The Committee will be composed of equal numbers of bargaining unit and management services members, unless mutually agreed to otherwise. Each side shall select their own representatives.

Employees appointed to the Labor-Management Committee shall be in pay status during travel to and from the meeting, as well as time spent in Committee meetings, provided the meetings occur during regularly scheduled duty time. Approved time spent in meetings shall neither be charged to leave credits nor considered as overtime worked. Appointed employees may choose to attend these meetings on their own time.

The meetings will occur monthly, unless mutually agreed otherwise.

The Committee shall not be construed as having the authority or entitlement to negotiate or contravene any provision of the Collective Bargaining Agreement. Matters which may require a Letter of Agreement shall not be implemented until a Letter of Agreement has been signed by the Labor Relations Unit, Department of Administrative Services, and the Executive Director of SEIU Local 503, OPEU.

The parties agree to participate in training from the Employment Relations Board, or other training resource as available and mutually agreed upon. Further, the parties agree to utilize the process and designated trainer to develop a Labor-Management Committee Mission Statement and Ground Rules. Both parties will designate a representative to coordinate arranging the training as soon as practicable following Tentative Agreement on this provision.

The first issue for this Committee will be to work on the restructuring of the existing Labor-Management Committee.

OSH and the Union may also mutually agree to establish joint sub-committees to improve labor-management relationships, work processes, efficiencies, or other issues of concern. Such joint sub-committees will be:
(a) Composed of equal numbers of bargaining unit and management members unless mutually agreed otherwise;
(b) Accountable and report to the central Labor-Management Committee;
(c) Reviewed annually by the central Labor-Management Committee to determine whether they should be modified, continued or discontinued; and
(d) Subject to the provisions of Article 106--Labor-Management Committees.

ARTICLE 106.5Q--LABOR-MANAGEMENT MEETINGS (DCBS)

The Agency and the Union agree that early resolution of employees' concerns is mutually beneficial. Therefore, upon written request identifying a specific concern from a group of represented employees, the division administrator or designee will promptly schedule a meeting to confer with the employees. The meeting will be scheduled during or outside normal duty hours at the option of management. If the group exceeds five (5), representatives may be designated to meet with the administrator or designee. The group or a representative of the group will be informed of the results of the meeting. This meeting will not in any way be construed as a grievance.

ARTICLE 107--JOB PROTECTION FOR ON-THE-JOB ILLNESS OR INJURY

Section 1. The State and the Union agree to jointly work to reduce the incidence of on-the-job injuries through health and safety programs and to reduce the unemployment and costs associated with on-the-job injuries through a combination of light-duty assignments, worksite modification programs, and expanded return-to-work opportunities.

Each state Agency agrees to meet annually with select representatives from the Union on paid time to review the frequency and type of on-the-job injuries sustained in the Agency, status of worksite modification requests, and to mutually develop training programs to reduce the incidence of work-related injuries. Ultimate decisions on training programs and costs are the prerogative of management. However, the State commits to provide existing resources to develop and staff such programs.

Section 2. An employee who has sustained a compensable injury or illness shall be reinstated to his/her former employment or employment of the employee's choice within the Agency, which the Agency has determined is available and suitable upon demand for such reinstatement, provided that the employee is not disabled from performing the duties of such employment. If a position is not available and suitable within the Agency, the employee will be provided employment in another Agency, provided a vacant position exists where the returning worker meets the minimum qualifications and special requirements and the position is intended to be filled.

Any worker, whether covered by this Agreement at the time of injury or not, will be eligible for placement into Agencies covered herein after all filling of vacancies provisions of this Agreement have been completed. Temporary reassignments across bargaining unit lines will not impact representation status.

Section 3. Certification of a duly licensed physician that the physician approved the employee's return to his/her regular employment shall be prima facie evidence that the employee should be able to perform such duties.

Section 4. Upon request of the Agency, an employee shall furnish a certificate as defined in Section 3, concerning his/her condition and expectation for a date of return to active employment. Any employee who has been released for return to active employment must immediately, but no later than the seventh (7^{th}) calendar day following the date the worker is notified by the insurer or self-insured employer by certified mail that the worker's attending physician has released the worker for employment, notify his/her supervisor, personnel officer, or someone in management who has authority to act on this demand, of his/her status and that he/she is available to return to work. Extenuating circumstances may extend the requirement for timely notice. An employee who fails to provide timely notice of his/her status shall be considered to have voluntarily terminated his/her employment.

Employees released by their physician for light or limited duty are eligible for modified work consistent with the physician's certification of the worker's capabilities, the Agency's ability to construct duties and availability of work. However, to be eligible for possible light duty or modified work, the employee must, where reasonable to do so, keep in regular contact with the Employer beginning with the day following the injury or illness. This assignment of work is temporary and is established through discussions with the physician as to the prognosis of when the employee will be able to return to his/her full range of duties.

Since duties will be tailored based on a physician's statement of types of light or limited duties the injured employee can do, these duties may overlap various state classifications and may change the essential duties performed by other employees who will suffer no economic detriment due to these temporary work changes. All reasonable efforts will be made to avoid disruption to existing staff, e.g., filling usable vacancies prior to altering the duties of incumbents.

This is a temporary, modified return-to-work plan, to be reviewed every thirty (30) days and may be terminated when warranted by physicians' statements or light duty is no longer required or can no longer be made available. The return of injured workers shall be exempt from Article 45. Concerning the injured worker, light duty assignments can be made without regard to the requirements of Article 26, Section 10, and Articles 80, 81, 85, and 90, and including all coalition language within these Articles, except where specific work assignments have been designated for return of injured workers.

Although duties of non-injured staff may be temporarily (not to exceed six (6) months) changed, such change may not give rise to a claim under the Articles listed above. However, days off and shifts of permanent full-time employees shall not be affected by this program.

Section 5. The Employer will cooperate with the Workers' Compensation Program in the modification of work or work stations in order to accommodate employees permanently disabled as a result of a work-related injury or illness.

Section 6. When an employee is injured on the job and suffers time loss greater than fifteen (15) days, the Employer shall refer the employee to appropriate sources for explanation of his/her rights and obligations related to medical, retirement, and Workers' Compensation benefits. A letter to the employee's last address of record shall constitute proper referral.

Section 7. All reassignments under this Article will be made in a manner to keep the injured employee at or near his/her official place of employment. No reassignments under this Article will require such employee to travel more than thirty-five (35) miles or the distance of his/her regular commute, whichever is greater.

ARTICLE 108--VIDEO DISPLAY TERMINALS

Section 1. Whenever any new piece of VDT equipment is purchased from outside of State government, the Agency will follow the Department of Consumer & Business Services guidelines on VDTs as they pertain to that piece of equipment. When an Agency buys used equipment, then it will make every effort to comply with Department of Consumer & Business Services guidelines. If it is not able to do so, then any Union Steward, upon identification and submission of a VDT safety practice problem, may request and shall be scheduled to meet with the appropriate management representative to review the specific safety concerns.

Glare screens will be provided upon request. The Employer will provide safe operation instructions when new equipment is installed. VDTs will be cleaned and inspected as needed to ensure proper operation.

Section 2. The Agency will inform employees if it is using computer monitoring. Notice will include what is being monitored and its intended use.

Section 3. The Agency will not use subliminal software.

Section 4. The Employer and the Union agree that employees who are assigned full-time to continuously operate video display terminals (VDT) or cathode ray tubes (CRT) can be more productive if provided short periods of assignment to other duties throughout the workshift. Subject to operational needs, managers will arrange other work assignments so as to provide ten (10) minutes of relief for each hour worked at a VDT or CRT.

Section 5. Upon request, employees who operate a VDT or CRT shall be provided available wrist rests for trial usage. If the wrist rest is determined to be beneficial a permanent wrist rest will be assigned to the station.

ARTICLE 113.5B,X--SPECIAL PROVISIONS

(Water Resources and OWEB)

Section 1. Office Space Arrangement. The Agency shall discuss any office rearrangement with affected employees and consider the employees' requests prior to such rearrangement.

Section 2. Communications Equipment. Within budgetary guidelines, the Agency shall make available adequate two-way communication equipment in all permanently assigned field vehicles. Additionally, at least one (1) adequate portable unit shall be available in each field office for use by any field staff personnel.

Section 3. Vehicles. Each employee using a permanently assigned vehicle shall be allowed to submit specifications for a vehicle type suitable for his/her needs and location so long as that vehicle is within the budgetary guidelines of the Agency and DAS rules.

Section 4. Field Purchase Orders. Employees who have occasion to make purchases on behalf of the Agency while working in the field may be issued a purchase card through the Small Purchase Order Transaction System (SPOTS) to be used to make such purchases under the

rules of the Water Resources Department or Watershed Enhancement Board and upon approval of the issuing financial institution. Employees may also make purchases and be reimbursed for such purchases under the rules of the Water Resources Department or the Watershed Enhancement Board.

ARTICLE 121T--EDUCATION, TRAINING, AND DEVELOPMENT (Temporary Employees)

Mandated training time is considered work time.

ARTICLE 121.1--EDUCATION, TRAINING, AND DEVELOPMENT

(Human Services Coalition)

Section 1. Training. The Agency will pay incurred tuition/registration and allowable travel, per diem, and salary when the Agency directs employees to attend training. Employees may request Agency-sponsored training. Training will be considered based on job, workload needs, and on funding. The Agency will provide regular notice of training opportunities.

Section 2. Job Rotation/Developmental Opportunities. The Agency may provide competitive and/or employee-specific rotation/developmental opportunities by written agreement with employees who volunteer, who have the approval of their supervisor based on the operational needs of the sending unit. Such agreements shall state the duties, hours of work, and length of the assignment. Employees volunteering for these assignments retain their permanent position classifications, remain on the Agency payroll, retain the representation (SEIU Local 503, OPEU) status of their permanent positions while on the assignment and return to their permanent positions on completion of the assignment. Employees participating in job rotation/developmental opportunities will continue to receive compensation at the rate of their permanent position and shall continue to accrue rights and benefits related to their permanent position.

(a) Competitive. Job rotation/developmental opportunities which are designated by management as competitive will be filled in a competitive manner. Recruitment notices for such opportunities will receive the widest reasonable distribution within the Agency. Recruitment notices shall contain: job description, basic qualifications, length of assignment, and deadline to apply. Agencies have the discretion to limit advertising to employees within a specific geographic area or Division/program.

(b) Employee-Specific. Agencies have the discretion to create job rotation and/or developmental opportunities, including job shadowing, which are designed to meet the interests and/or needs of specific employees. Because they are employee specific, such opportunities are not appropriate for filling in a competitive manner.

Section 3. Educational Leave. Employees may be granted time off with pay to take job-related educational courses or training sessions.

Section 4. Agencies shall make available to any employee upon his/her request, classification specifications which contain the requirements and/or qualifications for any jobs within the Agency.

Section 5. Employees may need training to perform tasks required by the Agency as a result of an involuntary change in assignment or workload. Employees so identified by the Agency shall be afforded an opportunity to participate in job-related training upon approval of the Agency without loss of pay or benefits.

Section 6. Upon initial hire, rehire, promotion or job transfer, management agrees to notify an employee of the required training related to his/her position, if any is determined by management, within a reasonable time period. Such notification will include the expected timeline for completion of the required training, recognizing that operational needs may require some adjustment.

ARTICLE 121.2--EDUCATION, TRAINING, AND DEVELOPMENT (Institutions Coalition, except OYA Administration and Field Services)

Section 1. Career Advancement. The Employer shall make every reasonable effort to promote the continuing education, training, and upgrading of employees in areas that are job-related. Furthermore, the Employer shall make every reasonable effort to meet personnel needs through career development to prepare for career advancement.

Section 2. It is recognized that training cannot always be conducted at times convenient to all employees involved. The scheduling of training sessions conducted by the Institution or Facility shall consider the personal circumstances of the employee to be involved as far as is practicable and will provide affected employees with five (5) working days advance notice of training if the training will be outside the employee's normal working hours. Employees will be provided training in accordance with the Institution or Facility's Annual Training Plan, designed to accomplish the objectives for which the Institution or Facility is budgeted. Notice of availability of conferences shall be posted, provided the Institution or Facility receives such notices, in pre-designated areas sufficiently in advance to allow employees to plan to apply for such opportunities.

Section 3. New employees shall be provided orientation to the Institution or Facility and to their specific job functions within thirty (30) days of employment.

Section 4.

(a) When required by the Employer to attend classes or conferences related to the employee's current classification or for developmental purposes, whether during working hours or not, the employee shall be granted leave with pay if the training occurs during employee's regular work hours. If training occurs outside the employee's regular work hours, his/her schedule may be adjusted without penalty. The Employer shall pay tuition, fees, and charges related to the required training.

(b) Subject to operating requirements and if occurring during the employee's regular work hours, the employee shall be granted leave with pay for classes or conferences related to the employee's current classification or developmental purposes for which the Institution or Facility may pay tuition, fees, and charges. Where attendance must be limited due to operating requirements, such opportunities shall be distributed as equitably as possible among employees requesting such opportunity. The Employer will determine the job-relatedness of such training. Time spent in training beyond the normal work schedule shall not be counted as time worked for any purpose including overtime.

(c) When an employee voluntarily requests training, education, etc., that is not directly job-related, regardless of whether the Agency agrees to pay for all or part of the expenses associated with such training, time spent in this training will not count as time worked for any purpose including overtime.

Section 5. Employees who need training to perform tasks required by the Institution or Facility as a result of an involuntary change in assignment or workload shall be afforded the opportunity to attend job-related classes offered by the Institution or Facility, in lieu of their regular duties, without loss of pay or benefits.

Section 6. Developmental Opportunities. The Institution or Facility may provide developmental assignments and job rotation assignments. Employees in these assignments retain their permanent position classifications, remain on the Institution or Facility payroll, retain the representation status of their permanent positions while on the assignments (except for assignments in supervisory, managerial or confidential positions), and return to their permanent positions on completion of the assignment.

An employee filling a developmental assignment or job rotation assignment expected to last more than thirty (30) days shall be informed in writing at the time of the assignment of its anticipated term.

Employees participating in developmental and job rotation assignments will continue to receive compensation at the rate of their permanent position and shall continue to accrue rights and benefits related to their permanent position.

Section 7. Notification of positions available for underfill shall be posted in the appropriate work area. An employee who is underfilling a position shall be informed in writing at the time of the assignment that he/she is an underfill, the reasons for the underfill, and the requirements necessary for the employee to qualify for reclassification to the allocated level. Upon meeting the requirements for the allocated level of the position, the employee shall be reclassified.

Section 8. Each new employee hired under any circumstance to work directly with clients shall receive eight (8) hours of training in patient/client control procedures in order to be able to defend themselves and others from attacks in a manner that will minimize the harm to themselves or the attacker. This training will be completed within the first thirty-one (31) calendar days of employment.

Section 9. On an annual basis, the Institution or Facility agrees to offer training in areas related to safety in the workplace (e.g., self-defense and preventing and managing aggressive behavior) and other areas as deemed appropriate by the Institution or Facility. Additionally, education on blood-borne diseases (AIDS and Hepatitis-B) will be updated annually.

ARTICLE 121.3--EDUCATION, TRAINING, AND DEVELOPMENT (ODOT Coalition)

Section 1. Employees may request or be directed to participate in job-related training, career development or educational programs, for the purposes of enhancing job functionality or career development.

Section 2. Employees who are directed to attend job-related training and/or education programs, whether during working hours or not, shall have necessary costs and travel expenses paid or reimbursed by the Agency except as limited by the Department of Administrative Services Travel Policy (OAM #40.10.00.PO). (See Article 36--Travel Policy.)

Section 3. The Agency may provide financial assistance and/or paid leave to employees who request to participate in job-related training and/or educational programs subject to operating requirements, training/educational priorities, and budget limitations. Agencies may decline to authorize such financial assistance and/or paid leave, based on operating requirements, training/educational priorities or available budgetary resources, or any combination thereof.

Section 4. The Agency may provide developmental assignments and job rotation assignments for employees by mutual written agreement. An employee may, at any time, complete an employee development plan and submit it to their manager for discussion.

Employees accepting these assignments retain their permanent position classifications, retain their representation status (SEIU Local 503, OPEU) of their permanent position and return to their permanent position on completion of the assignment.

Employees accepting these assignments will continue to receive compensation and benefits at the level of their permanent position classification and shall continue to accrue seniority for purposes of promotional or transfer opportunity, salary adjustment, vacation and sick leave accrual, and layoff status.

Section 5. Management reserves the right to determine the process for selecting employees for rotational and/or developmental opportunities. In circumstances when management elects to open announcements for rotational and/or developmental opportunities, the openings will be posted fourteen (14) calendar days prior to the closing date for application.

ARTICLE 121.5--EDUCATION, TRAINING, AND DEVELOPMENT (Special Agencies Coalition except OHCS, OSAC, Health-Related Licensing Boards, Oregon Health Licensing Agency)

Section 1. Employees who are directed in writing to attend educational courses or training sessions shall have all tuition costs paid and books provided by the Agency. Time spent actually attending such courses or sessions pursuant to the Agency's direction shall be counted as hours worked. Eligibility for travel allowances and reimbursements related to attendance at such courses or sessions shall be determined pursuant to Article 36, Travel Policy. Whether or not travel time to and from such courses or sessions is considered work time will be governed by applicable Fair Labor Standards Act Regulations.

Section 2. When education and training is requested by an employee and approved in writing by management, the Agency may provide books and pay part or all of the tuition costs. Criteria used to approve or deny training or education shall include but not be limited to Agency priorities, operating requirements, and budgetary constraints.

Section 3. When in the judgment of management it is in the best interest of the State and is consistent with the operating requirements and budgetary constraints of the Agency, the Agency will provide:

(a) Developmental assignments and job rotation assignments for employees;
(b) Training for employees for the purpose of upward mobility and job enrichment.

Section 4. Employees participating in developmental assignments retain their permanent position classifications, remain on the Agency payroll, retain the representation (SEIU Local 503, OPEU) status of their permanent positions while on the assignments and return to their permanent positions on completion of the assignment. Employees participating in developmental on-the-job rotation assignments will continue to receive compensation at the rate of their permanent position and shall continue to receive credit toward length of service pursuant to Article 26, Section 10(b), such employees will be informed in writing of the purpose and length of the assignment during which there shall be no extra pay for the work.

Section 5. An employee who is underfilling a position shall be informed in writing at the time of the assignment that he/she is an underfill and of the requirements necessary for the employee to qualify for reclassification to the allocated level. Upon gaining regular status and meeting the requirements for the allocated level of the position, including items specified in writing at the time of assignment, the employee shall be reclassified.

ARTICLE 121.5I--EDUCATION, TRAINING, AND DEVELOPMENT (OHCS)

Section 1. Employees who are directed in writing to attend educational courses or training sessions shall have all tuition costs paid and books provided by the Agency. Time spent actually attending such courses or sessions pursuant to the Agency's direction shall be counted as hours worked. Eligibility for travel allowances and reimbursements related to attendance at such courses or sessions shall be determined pursuant to Article 36--Travel Policy. Whether or not travel time to and from such courses or sessions is considered work time will be governed by applicable Fair Labor Standards Act Regulations.

Section 2. When education and training is requested by an employee and approved in writing by management, the Agency may provide books and pay part or all of the tuition costs. Criteria used to approve or deny training or education shall include but not be limited to Agency priorities, operating requirements, and budgetary constraints.

Section 3. When in the judgment of management it is in the best interest of the State and is consistent with the operating requirements and budgetary constraints of the Agency, the Agency will provide:

(a) Developmental assignments and job rotation assignments for employees;
(b) Training for employees for the purpose of upward mobility and job enrichment.

Section 4. Employees participating in developmental assignments retain their permanent position classifications, remain on the Agency payroll, retain the representation (SEIU Local 503, OPEU) status of their permanent positions while on the assignments and return to their permanent positions on completion of the assignment. Employees participating in developmental on-the-job rotation assignments will continue to receive compensation at the rate of their permanent position and shall continue to receive credit toward length of service pursuant to Article 26, Section 10(b). Such employees will be informed in writing of the purpose and length of the assignment during which there shall be no extra pay for the work.

Section 5. An employee who is underfilling a position shall be informed in writing at the time of the assignment that he/she is an underfill and of the requirements necessary for the employee to qualify for reclassification to the allocated level. Upon gaining regular status and meeting the requirements for the allocated level of the position, including items specified in writing at the time of assignment, the employee shall be reclassified.

Section 6. Employees may need training to perform tasks required by the Agency as a result of an involuntary change in assignment or workload. Employees so identified by the Agency shall be afforded an opportunity to participate in job-related training upon approval of the Agency without loss of pay or benefits.

ARTICLE 121.5O,W--EDUCATION, TRAINING, AND DEVELOPMENT

(Oregon Health Licensing Agency, Health-Related Licensing Boards)

Section 1. Training. The Agency will pay incurred tuition/registration and allowable travel, per diem, and salary when the Agency directs employees to attend training. Employees may request Agency-sponsored training, and requests will be considered based on job/workload needs and on funding.

Section 2. Developmental Opportunities. The Agency may provide developmental assignments and job rotation assignments by written agreement for employees who volunteer. Employees volunteering for these assignments retain their permanent position classifications, remain on the Agency payroll, retain the representation (SEIU Local 503, OPEU) status of their permanent positions while on the assignment and return to their permanent positions on completion of the assignment. Employees participating in developmental and job rotation assignments will continue to receive compensation at the rate of their permanent position and shall continue to accrue rights and benefits related to their permanent position.

Section 3. Employees may be granted time off with pay to take job-related educational courses or training sessions.

Section 4. Agencies shall make available to any employee upon his/her request, classification specifications which contain the requirements and/or qualifications for any jobs within the Agency.

Section 5. Employees may need training to perform tasks required by the Agency as a result of an involuntary change in assignment or workload. Employees so identified by the Agency shall be afforded an opportunity to participate in job-related training upon approval of the Agency without loss of pay or benefits.

ARTICLE 121.5P--EDUCATION, TRAINING, AND DEVELOPMENT (OSAC)

Section 1. Upon request, the Agency shall make available to any employee, the class specifications and position descriptions for any position in the Agency.

Section 2.

(a) When in the judgment of the Agency, it is in the best interests of the Agency and is consistent with its operating requirements and budgetary constraints, the Agency will provide developmental assignments and job rotation assignments for employees.
(b) Employees accepting such assignments shall retain their permanent position classification, remain on the Agency payroll, retain representation rights, and return to their permanent position on completion of the assignment. Employees accepting such assignments

will continue to receive the base salary rate for their current position and receive credit toward layoff service.

Section 3.

(a) The Agency will pay tuition and registration costs, allowable travel expenses as stated in the Department of Administrative Services Travel Policy (OAM #40.10.00.PO). (See Article 36--Travel Policy.) The Agency will also pay base salary and overtime if the employee is eligible for it, when the Agency directs an employee to attend training.

(b) Where the Agency directs an employee to attend training, the Agency will continue the current practice of rotating employees attending training sessions. Such rotation shall be contingent upon workload requirements, needs of the Agency, and the employee's need for such training.

Section 4. Upon request and subject to operating requirements and budgetary constraints, an employee may use accrued vacation leave, compensatory time off or leave without pay to take courses that will enhance their opportunity for advancement or that are directly related to current performance of work assignments.

Section 5. Upon request and subject to the Agency's operating requirements and budgetary constraints, an employee may be granted educational leave without pay for up to nine (9) months. An employee may use accrued or compensatory time off for such leave.

Section 6. Upon initial hire or promotion, employees will be given a training work plan from the Agency that will outline the training and instruction required to perform their job.

ARTICLE 122.2A--UNIFORMS, PROTECTIVE CLOTHING, AND TOOLS

(OYA Youth Correctional Facilities and Camps)

Section 1. The Institutions shall continue to provide coveralls, aprons, lab coats, and shop coats at the current level for the life of this Agreement. The Institutions shall also provide rain gear for all employees required to work out in the rain.

Section 2. The Institution shall process the claim of an employee whose personal clothing or effects are damaged in the pursuit of his/her duties, not as a result of his/her carelessness or negligence, within ten (10) calendar days of receipt of the completed claim pursuant to ORS 179.210-.250.

Section 3. STRIKEABLE UNIT ONLY. If the Institution, as a condition of employment, requires that uniform clothing of a distinctive design or fashion be worn by certain employees, the Institution shall either provide said uniform clothing or shall provide clothing reimbursement to a maximum of one-hundred fifty dollars ($150.00) per year. This Section shall not apply to items normally provided by employees in accordance with comparable industry practice.

Section 4. NON-STRIKEABLE UNIT ONLY. If the Institution, as a condition of employment, requires that uniform clothing, shoes or boots of a distinctive design or fashion be worn by certain employees, the Institution shall either provide said uniform clothing, shoes or boots, or shall provide clothing reimbursement to a maximum of two-hundred dollars ($200.00) per year. This Section shall not apply to items normally provided by employees in accordance with comparable industry practice.

ARTICLE 122.3A,B--UNIFORMS, PROTECTIVE CLOTHING, AND TOOLS (ODOT, OPRD)

Section 1. ODOT Except OPRD, where noted.

(a) Uniforms and protective clothing as listed below shall be provided by the Agency:

(1) All personnel whose assignment requires the wearing of a uniform or protective clothing will be provided with suitable apparel by the Agency and such apparel shall be worn by employees when on their work assignment.

(2) Employees shall be required to wear safety apparel and use safety devices to meet the requirements of the DCBS and the Agency's safety code. The Agency shall provide at its expense, any safety apparel or devices that are required by the DCBS or required by the Agency for employee use, including gloves, hard hats and aprons.

(A) (Does not apply to OPRD.) Eligible employees of record on July 1 of each odd-numbered year shall be eligible to receive reimbursement for up to one-hundred and seventy-five dollars ($175.00) per biennium in receipted costs for ANSI approved boots, provided the employee is assigned and performs work that requires ANSI approved boots as determined by the Agency's Job Hazard Analysis Questionnaire.

(B) (Does not apply to OPRD.) If an employee is assigned duties that do not require wearing ANSI approved boots, or is on leave without pay for six (6) calendar months or more, the employee will be eligible to receive a prorated amount of the one-hundred seventy-five dollars ($175.00) biennial boot reimbursement. If an employee is on leave without pay or not required to wear ANSI approved boots for the entire biennium, the employee will not be eligible for the boot reimbursement.

(C) (Does not apply to OPRD.) If an employee is hired during the biennium, the employee shall receive a pro-ration of the biennial reimbursement.

(D) A biennial boot reimbursement shall not be paid if an employee receives a payment from another Agency or organization for ANSI approved foot protection during the preceding fiscal year. Employees who receive such payments must notify their supervisor.

(E) (Does not apply to OPRD.) Seasonal employees who are scheduled to work at least six (6) calendar months per biennium shall be eligible to receive a prorated amount of the biennial boot reimbursement, provided the employee is assigned and performs work that requires ANSI approved boots as determined by the Agency's Job Hazard Analysis Questionnaire.

(b) Uniforms and protective clothing shall remain the property of the Agency and shall be returned to the Agency upon termination of employment. Cleaning, laundering, and general maintenance of the highway maintenance coveralls and uniforms shall be the responsibility of the employee except where clothing rental contracts are currently in effect in maintenance equipment shops.

(1) Color, type, and quality of uniforms and protective clothing shall be determined by the Agency. Damaged uniforms and protective clothing will be replaced by the Agency provided such damage can be determined to have occurred as a part of the

employee's work activity. Uniform and protective clothing pieces shall be replaced when management deems that appearance is not presentable.

(c) Additionally, the Agency shall provide:

(1) Protective clothing such as coveralls, aprons, or other apparel for employees working with tar, grease, paint, ink, or asphalt that will soil clothing beyond normal home laundry capabilities;

(2) Appropriate gloves for employees performing hazardous duties in which the protection of hands is necessary;

(3) On or after July 15th, each fiscal year, full-time, regular status Transportation Maintenance Specialists (TMSs) and Transportation Maintenance Coordinators (TMCs), will receive a two-hundred twenty-five dollar ($225.00) annual allowance for coveralls, rain gear or other suitable work apparel. Seasonal and part-time TMSs and TMCs will receive a prorated allowance based on the number of full-time equivalent months worked during the fiscal year; and,

(4) Up to seventy-five dollars ($75.00) receipted reimbursement annually for replacement cost of prescription safety lenses or prescription safety glasses where damage has occurred from regularly assigned welding activity.

Definition: Regularly assigned welding activity is limited to employees in the following classifications:

- C4018--Machinist
- C4020--Welder 1
- C4021--Welder 2
- C4151--Transportation Maintenance Specialist 1
- C4152--Transportation Maintenance Specialist 2
- C4418--Auto Technician 1
- C4419--Auto Technician 2
- C4436--Heavy Equipment Technician (Entry)
- C4437--Heavy Equipment Technician 1
- C4438--Heavy Equipment Technician 2

(d) ODOT Only. The Agency shall provide sufficient tools for the performance of incidental or routine minor mechanical maintenance and other duties by the employee. Where the work is of such nature that the tools of a trade are required by the position description for efficient performance of the work, they shall be provided by the employee and the employee shall be reimbursed up to seven-hundred dollars ($700.00) per biennium, for receipted costs of updating, maintenance of his/her tools and tool boxes. Effective July 1, 2009, or upon execution of the contract, whichever comes later, permanent, full-time employees in the classifications of Automotive Technician 1 (C4418), Automotive Technician 2 (C4419), Heavy Equipment Technician (Entry) (C4436), Heavy Equipment Technician 1 (C4437), Heavy Equipment Technician 2 (C4438) and Machinist (C4018) may apply their tool reimbursement toward the purchase of raingear or protective clothing. Specialty tools and equipment which fall outside of the normal "tools of the trade" shall be provided by the Agency. Employees must receive prior authorization from management for each reimbursable tool purchase. The employee may be required to produce the worn or broken tool, or any other tool requiring maintenance for inspection by management to receive reimbursement.

(e) Motor Carrier Enforcement Officer employees shall conform to the presently adopted grooming and dress code.

Section 2. DMV Only. The Agency will supply raincoats to each office for the use of employees in the performance of their duties.

Section 3. OPRD Only. OPRD employees shall conform to the most recently adopted OPRD Policy 40-11 regarding uniforms with the following addition:

Full-time, regular status employees of record on July 1 of each odd-numbered year shall be eligible to receive reimbursement for up to one-hundred dollars ($100.00) per biennium in receipted costs for safety toe boots meeting ANSI Standard Z41-1999 or ASTM Standard F2413 or successor standards, provided the employee is assigned and performs work that requires safety toe boots meeting ANSI Standard Z41-1999 or ASTM Standard F2413 or successor standards, as determined by the Agency's Job Hazard Assessment Form. Seasonal and part-time employees of record on July 1 of each odd-numbered year shall be eligible to receive pro-rated reimbursement for up to one-hundred dollars ($100.00) per biennium in receipted costs based on the number of full-time equivalent months scheduled for the fiscal year.

Section 4. Oregon Parks and Recreation Department, State Fair Division Only.

For journey level employees in the Oregon Parks and Recreation Department, State Fair Division, where the work is of such a nature that the tools of a trade are required by the official position description for efficient performance of the work, the tools shall be provided by the employee. Subject to prior authorization from management, an employee shall be reimbursed up to six-hundred and fifty dollars ($650.00) per biennium, for receipted costs of upkeep/maintenance, replacement and/or updating of tools and tool boxes which the employee uses in the performance of his/her job. The employee will be required to produce the worn or broken tool, or any other tool requiring maintenance or upkeep, for inspection by management to receive reimbursement. The Division will not be responsible to pay for broken or worn tools if such tools are covered under a guarantee or warranty and are repaired or replaced free of charge by the manufacturer or supplier. Specialty tools and equipment which fall outside the normal "tools of the trade" shall be provided by the Division.

(See Letter of Agreement in Appendix A.)

ARTICLE 122.3C--UNIFORMS, PROTECTIVE CLOTHING, AND TOOLS (Forestry)

Section 1. Coveralls or other appropriate clothing shall be made available to employees who are required to perform building or equipment maintenance or repair work or spraying of herbicides, where such work will soil clothing beyond normal home laundry capabilities.

Section 2. Bargaining unit employees shall be covered by Department Directive (03-3-380). Implementation of the directive shall be delegated to the Statewide Labor-Management Committee. Disputes concerning the application of the policy will first be referred to the committee for resolution. Such dispute resolution efforts at the committee shall not result in any grievance filed being rejected as untimely provided such grievance is filed within thirty (30) calendar days from the date of the committee's decision. Bargaining unit employees expressly required to wear a uniform as defined in the policy and/or the employee's position description, shall be issued an

adequate number of uniform items from those items listed on Attachment C of the Directive to accomplish their respective job. The Employer shall give the Union at least thirty (30) days advance notice of any proposed substantive changes to the Directive that affect bargaining unit employees. Such changes that involve a mandatory subject of bargaining shall be subject to negotiation if requested by the Union.

Section 3. The Agency will designate those employees required to wear a uniform and/or boots. When so required, the Agency will determine the color, type, and quality of the uniform and the type, style, and composition of the boots.

Section 4. All permanent employees required to wear boots shall be eligible for reimbursement for the purchase or repair of boots up to two-hundred dollars ($200.00) each biennium. Permanent employees must request reimbursement no later than May 1 prior to the end of the biennium. Seasonal employees required to wear boots and who complete one (1) season will be eligible upon return to the following seasons for reimbursement for the purchase or repair of boots up to one-hundred dollars ($100.00). Seasonal employees are not eligible for more than one-hundred dollars ($100.00) in any fiscal year. Seasonal employees must request reimbursement within forty-five (45) calendar days from the date of hire unless otherwise approved by their supervisor.

Section 5. The Agency shall provide sufficient tools for the performance of incidental or routine minor mechanical maintenance and other duties by the employee. Where the work is of such nature that the tools of a trade are required by the position description for efficient performance of the work, they shall be provided by the employee and the employee shall be reimbursed up to seven-hundred dollars ($700.00) per biennium for receipted costs of maintenance, updating of his/her tools and/or tool box. Specialty tools and equipment which fall outside of the normal "tools of the trade" shall be provided by the Agency. Employees must receive prior authorization from management for each reimbursable tool purchase. The employee will be required to produce the worn or broken tool, or any other tool requiring maintenance for inspection by management to receive reimbursement. The Agency will not be responsible to pay for broken or worn tools if such tools are covered under a guarantee or warranty and are repaired or replaced free of charge by the manufacturer or supplier.

ARTICLE 122.3D--UNIFORMS, PROTECTIVE CLOTHING, & TOOLS (ODOA)

Section 1. The Agency shall provide eligible employees two (2) pair of coveralls per year for maintenance employees.

Section 2. All tools required to perform assigned duties will be supplied by the Agency and remain the property of the Agency.

Section 3. Employees shall be required to wear safety apparel and use safety devices to meet the requirements of the DCBS. The Agency shall provide, at its expense, any safety apparel or devices that are required by DCBS or required by the Agency for employee use. Where such safety apparel and safety devices are provided, employees shall be required to wear them.

ARTICLE 122.3E--UNIFORMS, PROTECTIVE CLOTHING, TOOLS (ODFW)

Section 1. The Agency shall continue to apply the current Agency policy on Uniforms (HR 450 20) with the following exceptions:

(a) If the policy provides for eligible employees to receive two-hundred and fifty dollars ($250.00)/year, the employee will be eligible to receive three-hundred dollars ($300.00).

(b) If the policy provides for eligible employees to receive one-hundred and fifty dollars ($150.00)/year, the employee will be eligible to receive two-hundred dollars ($200.00).

(c) If the policy provides for eligible employees to receive three-hundred and fifty dollars ($350.00)/year, the employee will be eligible to receive four-hundred dollars ($400.00).

(d) If the policy provides for eligible employees to receive two-hundred dollars ($200.00)/year, the employee will be eligible to receive two-hundred and fifty dollars ($250.00).

ARTICLE 122.5--UNIFORMS, PROTECTIVE CLOTHING (Special Agencies Coalition Except DCBS, WCB)

Section 1. Uniforms and protective clothing required by the Agency shall be provided by the Agency at no cost to the employee.

(a) Employees whose Agency requires the wearing of a uniform or protective clothing, including but not limited to gloves, coveralls, aprons, and rain gear, will be provided with such apparel by the Agency and such apparel shall be worn by employees when on their work assignment.

(b) The Agency shall provide to its employees all safety apparel and safety devices necessary to meet the requirements of the Oregon Safe Employment Act. The Agency shall provide to its employees all safety apparel and safety devices necessary to meet the requirements of the Agency. The Agency will also provide required uniforms and/or protective clothing and/or protective devices for the type of industry being visited or inspected.

Section 2. Uniforms and protective clothing shall remain the property of the Agency and shall be returned to the Agency upon termination of employment. Color, type, and quality of uniforms and protective clothing shall be determined by the Agency following solicitation of input from the affected employees. Damage to uniforms and protective clothing judged by the Agency to need replacement will be replaced by the Agency. Uniforms, protective clothing, or protective devices lost or damaged as a result of gross negligence of the employee will be replaced by the employee. Uniforms, protective clothing, or protective devices may not be used for personal reasons.

Section 3. Safety shoes or boots and caulked boots required by the Agency must meet American National Standards Institute (ANSI) standards or provide equivalent protection. The Agency will pay for or provide basic protective shoes or boots which are required by the Agency and authorized by the supervisor based on the employee's job assignment. The Agency will reimburse the employee for caulked boots, safety shoes, or boots when a receipt is provided. If a price agreement is available for this equipment, the employee must use this agreement and the

Agency will be billed directly.

Section 4. Department of Administrative Services Only.

(a) For journey level employees in the Department of Administrative Services Motor Pools where the work is of such a nature that the tools of a trade are required by the official position description for efficient performance of the work, the tools shall be provided by the employee. Subject to prior authorization from management, an employee shall be reimbursed up to six-hundred and fifty dollars ($650.00) per biennium, for receipted costs of upkeep/maintenance, replacement and/or updating of tools and tool boxes which the employee uses in the performance of his/her job. The employee will be required to produce the worn or broken tool, or any other tool requiring maintenance or upkeep, for inspection by management to receive reimbursement. The Agency will not be responsible to pay for broken or worn tools if such tools are covered under a guarantee or warranty and are repaired or replaced free of charge by the manufacturer or supplier. Specialty tools and equipment which fall outside the normal "tools of the trade" shall be provided by the Agency.

(b) For Employees Classified as Automotive Technician 1 and Employed at the Department of Administrative Services Motor Pool. Each employee in the classification of Mechanic 1 shall be reimbursed up to five-hundred and fifty dollars ($550.00) per biennium, for the purchase of tools needed to perform in developmental assignments leading to the journey level.

(c) Automotive Technician 1 and Automotive Technician 2 Underfills. An employee who is underfilling a Mechanic 1 or Mechanic 2 position shall be eligible for the related tool reimbursement amount specified in Subsection (a) or (b).

(See Letter of Agreement in Appendix A.)

ARTICLE 122.5Q,V--UNIFORMS, PROTECTIVE CLOTHING (DCBS, WCB)

Section 1. Uniforms and protective clothing required by the Agency shall be provided by the Agency at no cost to the employee:

(a) Employees whose Agency requires the wearing of a uniform or protective clothing, including but not limited to gloves, coveralls, aprons, and rain gear, will be provided with such apparel by the Agency and such apparel shall be worn by employees when on their work assignment.

(b) The Agency shall provide to its employees all safety apparel and safety devices necessary to meet the requirements of the Oregon Safe Employment Act. The Agency shall provide to its employees all safety apparel and safety devices necessary to meet the requirements of the Agency. The Agency will also provide required uniforms and/or protective clothing and/or protective devices for the type of industry being visited or inspected.

Section 2. Uniforms and protective clothing shall remain the property of the Agency and shall be returned to the Agency upon termination of employment. Color, type, and quality of uniforms and protective clothing shall be determined by the Agency. Damage to uniforms and protective clothing judged by the Agency to need replacement will be replaced by the Agency. Uniforms, protective clothing, protective devices, equipment, or other state property lost or damaged as a result of gross negligence of the employee will be replaced by the employee. Uniforms, protective clothing, or protective devices may not be used for personal reasons.

Section 3. Safety shoes or boots and caulked boots required by the Agency must meet American National Standards Institute (ANSI) standards or provide equivalent protection. The Agency will pay for or provide basic protective shoes or boots which are required by the Agency and authorized by the supervisor based on the employee's job assignment. The Agency will reimburse the employee for caulked boots, safety shoes, or boots when a receipt is provided. If a price agreement is available for this equipment, the employee must use this agreement and the Agency will be billed directly.

Section 4. Where required for job responsibility and prior-authorized by the supervisor, safety glasses will be provided as follows:

(a) For employees who are required to wear prescription glasses at all times:

(1) Employee new to a position requiring safety glasses: If the new employee is required to wear safety glasses, the Agency will pay for basic safety frames and clear, untinted safety lenses which meet the American National Standards Institute (ANSI) standards, fitting, and dispensing fees.

(2) Other Employees: The Agency will pay for basic frames and clear, untinted safety lenses at intervals prescribed by the physician, excluding the cost of prescription examinations.

(b) For employees who are not required to wear prescription glasses at all times: The Agency will pay for or provide basic nonprescription safety glasses. Since these come in stocks similar to sunglasses, no fitting or dispensing fees would be incurred.

(c) If safety glasses are broken as a result of an on-the-job accident which is not the willful fault of the employee, they will be replaced as in (a) and (b) above.

Section 5. Extra equipment or Agency/division/section equipment for general use of personnel shall not be listed on an individual bargaining unit worker's inventory list.

ARTICLE 123--INCLEMENT OR HAZARDOUS CONDITIONS

Section 1. Notifications.

(a) The Employer/Agency designated official(s) may close or curtail offices, facilities, or operations because of inclement or hazardous conditions. The Employer/Agency will announce such closure or curtailment to employees no later than 5:00 a.m., and may accomplish this through pre-designated internet web sites, telephone trees, radio stations and/or television media. The Agency shall notify employees of these designations and post the notices on Agency bulletin boards by November 1st of each year. Notifications do not apply to employees who are required by the Employer/Agency to report to work. Employees required to report to work shall be notified of this designation no later than November 1st of each year. Such designations may be modified with two (2) weeks advance notice to the affected employee(s).

(b) Where the Employer/Agency has announced a delayed opening pursuant to Section 1(a), employees are

responsible for continuing to monitor the reporting sites for updated information related to the delay or potential closure.

Section 2. Employees who are required to report to work by the Employer/Agency shall be in leave without pay status if absent, unless otherwise on authorized leave. If an employee shows up within two (2) hours of their scheduled shift, subject to operating requirements and supervisory approval, they may make up the work time missed during the same workweek, provided work is available. For purposes of Article 58, an employee may use up to four (4) hours, as needed, of appropriate accrued leave to meet the eligibility requirements of Article 58, Section 3.

Section 3. Fair Labor Standards Act (FLSA) Non-Exempt Employees.

(a) When the Employer/Agency notifies employees not to report to work pursuant to Section 1, the following applies:

(1) Non-exempt employees shall not be paid for the period of the closure. However, employees shall be allowed to use accrued vacation, compensatory time off, personal leave or leave without pay for the absence(s).

(2) A non-exempt employee arriving at work after the Employer/Agency has announced a closure or curtailment of operations shall be directed to leave work and shall not be paid for the remainder of the shift unless utilizing accrued leave as described above.

(3) In instances where an employee is not observed upon arrival and actually begins work at his/her workstation that employee shall be entitled to pay for all actual hours worked until sent home.

(4) If an employee's scheduled reporting time and his/her arrival is within two (2) hours of the notice of closure, he/she shall be paid for two (2) hours at the straight-time rate of pay.

(b) When the Employer/Agency fails to notify employees not to report to work, pursuant to Section 1, FLSA Non-Exempt employees who arrive to start their scheduled shift within two (2) hours of notice of closure shall be paid for two (2) hours at the straight time rate of pay.

Section 4. FLSA-Exempt Employees. Pursuant to the FLSA, an exempt employee shall be paid for the workshift. An FLSA-exempt employee may be required to use paid leave where the closure applies to that employee for one (1) or more full workweek(s).

Section 5. When in the judgment of the Employer/Agency, inclement or hazardous conditions require the closing of the workplace following the beginning of an employee's workshift, the employee shall be paid for the remainder of his/her workshift.

Section 6. Alternate Worksites. Employees may be assigned or authorized to report to work at alternative worksites or with prior approval from their supervisor may work from home and be paid for the time worked.

Section 7. Late or Unable to Report. Except as provided for in Section 2 of this Article, where the Agency remains open and an employee notifies his/her supervisors that he/she is unable to or will be late in reporting for work due to inclement or hazardous conditions, the employee shall use accrued vacation leave, compensatory time off, personal leave, or leave without pay.

Section 8. Employees on Pre-Scheduled Leave. If an employee is on pre-scheduled leave the day of inclement or hazardous conditions, the employee will be compensated according to the approved leave.

Section 9. Make-up Time Provisions. Subject to Agency operating requirements and supervisory approval, employees who do not work pursuant to Section 3 and Section 7 of this Article may make up part or all of their work time missed during the same workweek. In no instance will time worked during the make-up period result in overtime, compensatory time, or premium payments being charged to the Agency.

Section 10. Temporary Employees. Non-exempt employees will be unscheduled from work and FLSA-exempt temporary employees will be in paid status for closures less than one (1) full workweek and unscheduled from work for closures more than one (1) full workweek under this Article unless the temporary appointment ends.

ARTICLE 124.5--BUS DRIVERS

(Special Agencies Coalition)

Physical examinations for bus drivers' licenses required by the Agency shall be provided by the Agency.

ARTICLE 125--TECHNOLOGICAL CHANGE/ RETRAINING

Section 1. Definition. Technological change is defined as a change in equipment, particularly of an electronic or mechanized nature, which may have the result of reducing the number of bargaining unit employees, reducing the required work hours of bargaining unit employees, and/or altering skill requirements for job positions within the bargaining unit.

Section 2. The Parties support technological advancement, recognizing that it is necessary to ensure an expanding economy. Similarly, the Parties recognize that job displacement, occupational shifts, and employee working conditions may be adversely affected by the introduction of new technology. To reconcile these conflicting realities, the Parties agree to the following:

(a) The Employer agrees to give the Union sufficient advance notice of anticipated technological changes which will have a substantial impact on the manner in which job duties of a significant number of employees are performed so that it can review such changes and evaluate the impact on bargaining unit members. With this notice, the Employer shall inform the Union of whether and to what extent it anticipates that the changes will displace employees, cause a reduction in work hours, cause a change in skill requirements, or result in the fragmentation of existing jobs.

(b) An ad hoc Union/Management Technological Change Committee, composed of three (3) persons from the Union and three (3) persons from management, shall be established for the purposes of reviewing the technological change and its impact on the working conditions of bargaining unit members.

(c) The Employer agrees to meet with the Union to discuss the Committee's findings and recommendations and it agrees to make every good faith effort to reduce the detrimental effects of technological change on bargaining unit members.

(d) Should a regular status employee become displaced, the Agency shall offer Subsection (1) or (2) under the following conditions:

(1) Subject to funding, Agency needs, employee interests and ability, and scheduling, the Agency will

provide retraining.

(2) Should a regular status employee become displaced as a result of technological change, the Agency shall make a reasonable effort to place the affected employee into another position in the Agency or other Agencies in State government.

ARTICLE 127.2A--NOTIFICATION

(OYA Youth Correctional Facilities and Camps)

Section 1. Upon request of the Union, the Institution will furnish to it a statement of its rules or policies on employment relations matters, any specific rule or policy or any information on personnel actions in which the Union has an appropriate interest.

Section 2. All records designated as public records by law and rule shall be open to inspection of the Union during regular office hours.

Section 3. In order for the Parties to be as informed as possible on matters for collective bargaining, either Party shall furnish or make available to the other, upon request, such specific personnel records or files as they possess and which are pertinent to a matter for negotiation of which the Party has given notice. Articles which are classed as confidential under law or rules of the Labor Relations Unit shall not be made available.

ARTICLE 127.2C,E,G,H--NOTIFICATION

(OSH, EOTC, BMRC, Pendleton Cottage)

The Institution or Facility will provide the employees with two (2) copies of any letter of dismissal, demotion, reduction in pay, or suspension for disciplinary reasons. The Institution or Facility will inform the employee that he/she may provide a copy of the letter to the Union if he/she chooses to do so.

ARTICLE 129.2C,E,G,H--POSITION IDENTIFICATION

(OSH, EOTC, BMRC, Pendleton Cottage)

Section 1. The Institution or Facility shall maintain in the Personnel Department such records as are necessary to show the number and classification of positions in the Institution or Facility assigned to each department or unit and the classification of each assigned employee. Positions which are underfilled for training purposes shall be designated on the record. The Union may examine this record, upon request, during normal business hours.

Section 2. An area roster shall be maintained and posted in each three-shift operation work area showing the shift, incumbent employee, and days off. This roster will be updated on a yearly basis, at the time of major reorganization or upon significant turnover.

ARTICLE 130--PROFESSIONAL RECOGNITION

At the request of an employee who was the primary author of a manual, manuscript, or other similar major publication for which he/she would like to receive recognition, the Agency agrees to provide appropriate individual recognition on the manual, manuscript, or other similar major publication.

ARTICLE 131.3E--AGENCY-ASSIGNED HOUSING

(ODFW)

Section 1. An employee who is hired for a position that requires the employee to live in Agency-assigned housing shall be provided such housing at the time of appointment. The employee will continue to occupy that housing unit for the duration of their Agency employment so long as they remain in their original position and continue to work at that specific worksite.

ARTICLE 132--CRIMINAL RECORDS CHECK

Section 1. Except as provided by Governor's executive order or state or federal law as implemented by Agency rule or policy, the Employer will not require a criminal records check on any current employee in his or her current position if the requirement was not in place when the employee was appointed to the position. Agencies will send Agency rules, policies, and subsequent changes to SEIU Headquarters. Upon notification, the Union may exercise its rights pursuant to Article 5 of this agreement as it applies to changes in Agency rule or policy implementing Governor's executive orders or state or federal laws regarding criminal records check requirements.

Section 2. Position Descriptions and Recruitment Announcements. If a criminal records check is required for a position, such requirement shall be included in the recruitment announcement. As a position description is revised, the requirement for a criminal records check shall be included, however this does not apply where all agency positions require a criminal records check.

Section 3. Determination in Current Position.

(a) If an employee is found to be unfit for his/her current position based on a new criminal records check and the Agency proceeds under Article 20, the employee retains all Article 20 rights.

(b) If a regular status employee is determined to be unfit for his/her current position based on a new requirement, then the employee shall be notified of the determination and upon request will be informed of the information from the criminal record used in the determination. The employee will be provided options, including layoff.

Section 4. Promotions, Transfers, and Voluntary Demotions. If through a promotion, transfer, or voluntary demotion process a criminal records check is required and an employee is found to be unfit, upon request, the employee will be informed of the information from the criminal record used in the determination.

The appointment to the position will not be delayed. Fitness determinations based on information from the criminal record checks shall not be subject to the grievance/arbitration procedures.

Section 5. Layoff/Recall.

(a) Layoff. In the event of a layoff, a criminal records check will not be required as a condition of employment, for displacing an employee from another job, bumping into another job, demotion to another job, or being recalled to a position, unless specified in the position description. If required, the employee will be notified before the criminal records check commences. Once notified, the employee can waive his/her right to that position and may displace the lowest seniority employee in a position where no criminal record check is required, pursuant to Article 70 and the prioritization of his/her option(s) as previously communicated to the Agency.

If all positions in the Agency require a criminal record check, this information will be included in the notification of pending layoff given the Agency is not required to reflect the criminal record check in the position description.

(b) Recall from Layoff. If in the recall process an employee is determined to be unfit for a position, upon request the employee will be informed of the information from the criminal record used in the determination. Any appointment to the recall position will be delayed until the conclusion of the meeting.

Section 6. Regardless of whether the fitness determination was based on an accurate or inaccurate criminal record, the employee may request a meeting to discuss the information from the criminal record used in the determination. Such discussion, if requested, shall be within five (5) working days of the notification. Upon the request of the employee, a Steward may accompany the employee during the meeting. In the event the fitness determination changes as a result of the information provided, the Agency will notify the employee in writing. If an employee is not satisfied with the results of the meeting, he or she may appeal the fitness determination as outlined in the Agency rule or policy.

Section 7. Fitness determinations based on information from the criminal record checks shall not be subject to the grievance/arbitration procedures, except as provided in Section 3(a).

Section 8. Information received as a result of a criminal records check shall be secured in a file separate from the employee's official personnel file. Destruction of the information received as a result of a criminal records check shall be consistent with state or federal law.

Section 9. Employees shall not be required to pay the Employer's/Agency's criminal records check fee(s) or Employer/Agency representation costs.

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LETTER OF AGREEMENT 02.00-99-01

Article 2--Recognition

Procedure for Exclusion of Filled Bargaining Unit Positions Based on Supervisory, Managerial or Confidential Status

This Letter of Agreement is entered into between the Department of Administrative Services, Labor Relations Unit (DAS, LRU), on behalf of the State of Oregon (Employer), and the SEIU Local 503, OPEU (Union) as it pertains to the exclusion of filled bargaining unit positions based on supervisory, managerial or confidential status, under Article 2--Recognition of their 2009-2011 Collective Bargaining Agreement.

The Employer and the Union agree as follows:

1. DAS, LRU shall provide the Union with no less than twenty (20) days written notice of its intent to exclude a filled bargaining unit position based on supervisory, managerial or confidential status. DAS, LRU agrees not to change the position's designation from represented to management service during this twenty (20) day period.

2. Should the Union decide to contest the proposed exclusion, it shall serve DAS, LRU with written notice of its intent to contest the exclusion within twenty (20) days of its receipt of the notice of intent to exclude. Should such notice be given by the Union, DAS, LRU will forego implementing the change in designation for an additional forty (40) days, beyond the initial twenty (20) day period. The purpose of this forty (40) day period is to allow the Union time to investigate whether it has grounds to contest the proposed change in status. If the Union decides to pursue challenging an exclusion, it must file with the Employment Relations Board (ERB) prior to the end of this forty (40) day period. In such event, DAS, LRU agrees to forego implementing the change in designation until the matter is resolved by way of ERB decision, settlement, or other manner.

3. If DAS, LRU does not receive timely notice from the Union indicating its intent to contest the exclusion during the initial twenty (20) day period or if the Union does not file with the ERB during the subsequent forty (40) day period, DAS, LRU may proceed to change the position's designation, and the Union agrees not to contest the excluded status of this position during the remainder of this contract term, unless the position's duties should materially change such that the exclusion is no longer warranted.

4. For purposes of this Agreement, written notice may occur by personal delivery, fax or mail (postmark) within the time frames cited above.

LETTER OF AGREEMENT 02.3B-03-75

Article 2.3B--Recognition

Temporary Employees (State Fair)

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Oregon State Fair and Exposition Center (Agency) and the SEIU Local 503, OPEU (Union).

The purpose of this Agreement is to clarify the bargaining unit status of Agency temporary employees.

1. Temporary employees who are hired to work for the Agency during any of the period of time from and including June 15 to and including September 30 (Fair time) will be excluded from the Union's bargaining unit.

2. Temporary employees who are hired to work for the Agency prior to or after Fair time will be included in the Union's bargaining unit if they otherwise fall within the bargaining unit description set forth in Article 2.

3. Temporary employees who are hired to work for the Agency during Fair time and who continue to work for the Agency as temporary employees after Fair time, shall be included in the Union's bargaining unit if they otherwise fall within the bargaining unit description set forth in Article 2, but only for the period that they continue to work beyond Fair time. For example, a temporary employee (who otherwise falls within the Article 2 bargaining unit description) hired by the Agency on August 1 who continues to work as a State Fair temporary employee after September 30, will be included in the Union's bargaining unit only from the day following September 30.

4. Temporary employees who are hired to work for the Agency prior to Fair time (who fall within the Article 2 bargaining unit description) would continue to maintain their status as bargaining unit members, even though they continue to work during Fair time. For example, a temporary employee (who falls within the Article 2 bargaining unit description) hired by the Agency prior to June 15, who continues to work as a temporary employee through Fair time, would be included in the Union's bargaining unit during that whole period of time.

LETTER OF AGREEMENT 10.1-05-119

Article 10.1--Union Rights

Clarification of Intent Concerning DDS Understanding & Workload Adjustment (DHS)

Clarification:

The above referenced Sections are part of a Central Article describing activities performed during the Steward's regular work schedule, subject to advance notice to the Steward's immediate supervisor. The permitted activities will be granted unless such activities would interfere with the work the Steward is expected to perform. In instances where there is interference with the work, the immediate supervisor shall, within the next workday, arrange an alternate, mutually satisfactory time for the requested activity. Such activities do not warrant any workload adjustment.

Although not specifically mentioned in Article 10, it is intended that in instances where a Steward (acting in his/her official capacity) participates in activities other than those described in Sections 11 and 12 which are initiated and/or requested by management, such Steward may request a workload adjustment. Such adjustments will be granted assuming there is documentation to support the Steward's claim that the time involved in such activities during the month is more than de minimus. An example of such activity would be participation on a Labor-Management Committee which is a mutual benefit to both management and labor.

This clarification is not intended to supersede Coalition specific Article 10 provisions.

DDS Understanding:

Despite the above clarification, DDS management is willing to consider individual Steward requests for adjustment to existing work production standards where such Stewards submit a monthly activity report of work time spent on activities outlined in paragraph #1 and/or #2 above and which demonstrates that the time involved was other than de minimus. Such workload adjustment is limited to DDS Stewards in the Disability Analyst Classification series due to their high production standards. For example, if a Steward's monthly activity report demonstrates that five percent (5%) of the Steward's time had been spent on official Union activities, management could decide to adjust the Steward's work production standards up to a maximum of five percent (5%). A determination of de minimus will be based on the time involved being up to two (2) hours per week.

The Union agrees that the consideration described in the previous paragraph will not establish a past practice for other than DDS Disability Analyst Stewards nor can it be referenced in any other forum.

Lastly, this understanding will replace any and all previous understandings within DDS.

LETTER OF AGREEMENT 10.00-05-125

Article 10--Union Rights

Employee ID Numbers

This Letter of Agreement is between the State of Oregon, acting through the Department of Administrative Services (Employer) on behalf of Agencies covered by the Master Agreement and the SEIU Local 503, OPEU (Union).

The Parties hereby agree to the following conditions to move to an employer-generated identification system:

1. The Employer will use "OR" as the two (2) character designation to be followed by a seven (7) digit number for its unique employee identifier (employee number).

2. When the Union requests that the Employer resolve potential duplicate record issues, the Union will provide available information on that employee. The Employer will make every reasonable effort to aid the Union in resolving duplicate record issues using all information available to the Employer. The Employer will designate a contact person for duplicate record queries.

3. The Employer, including authorized Agency staff, where appropriate, will respond to queries from SEIU Local 503, OPEU staff regarding represented employees. SEIU Local 503, OPEU staff will use the Employee Identification Number when making such inquiries.

LETTER OF AGREEMENT 10.5H-07-158

Article 10.5H--Union Rights

Steward Selection (Justice)

If no Steward is available for employee representation at the employee's worksite, the employee will select a Steward from the next closest worksite (as determined by road miles). At the employee's request, the Agency will provide the employee a list of all Stewards at the next closest worksite. A Steward will not be considered "available" if the Steward or employee reasonably determines that a conflict of interest between the Steward and employee exists which would interfere with the Steward's capacity to act in the best interests of the employee.

LETTER OF AGREEMENT 10.5O-09-184

Article 10.5O--Union Rights/Stewards

Steward Selection (Oregon Health Licensing Agency)

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer), on behalf of the Oregon Health Licensing Agency (Agency), and the SEIU Local 503, OPEU (Union).

1. In addition to the one (1) Union Steward authorized by Article 10.5O, Section 2, the Agency agrees to recognize one (1) backup Steward. The backup Steward may conduct Union business only when the full-time Union Steward is unavailable because he or she is not present in the workplace, or because it can reasonably be believed that there would be an ethical conflict of interest between the full-time Steward and the employee in need of representation.

2. Once the backup Steward acts as an employee's representative pursuant to paragraph 2, the backup Steward may continue to act as the employee's representative in the same or directly-related investigation, disciplinary action or grievance.

3. When acting in place of the full-time Steward, the backup Steward shall have all the rights and considerations of the full-time Steward.

4. This Letter of Agreement expires June 30, 2011.

LETTER OF AGREEMENT 13.00-03-93

Article 13--Contracting-Out

Feasibility Study

This Letter of Agreement is entered into between the State of Oregon, Department of Administrative Services, on behalf of all State Agencies covered by the State of Oregon/SEIU Local 503, OPEU Collective Bargaining Agreement and the SEIU Local 503, OPEU.

When the provisions of Article 13, Section 1 require a feasibility study, the following will apply:

> The Employer will count eighty percent (80%) of the affected employee's straight-time wage rate when comparing the two (2) plans.

This Agreement is effective through June 30, 2011.

LETTER OF AGREEMENT 15.00-99-05

Article 15--Parking

PASSport Program

This Letter of Agreement is entered into between the Department of Administrative Services (DAS) of the State of Oregon (Employer) and the SEIU Local 503, OPEU (Union). The purpose of this Agreement is to settle the Demand to Bargain the Union made in July 1997 over the PASSport Program in Portland.

The PASSport program is an annual all-zone transit pass participating

employers purchase for all of their employees in the affected area(s).

To carry out the program in State Agencies, the Parties agree that:

1. The PASSport Program is an experimental program;

2. State Agencies in the affected area whose employees are represented by SEIU Local 503, OPEU may independently elect to participate by entering into an agreement with Tri-Met;

3. State Agencies may also elect not to continue participation in the program at the end of each contract year with Tri-met.

LETTER OF AGREEMENT 21.00-99-06

Article 21--Grievance & Arbitration Procedure

Expedited Arbitration Procedure

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the SEIU Local 503, OPEU (Union).

The purpose of this Agreement is to establish an expedited arbitration procedure to be used by the Parties upon mutual agreement. The expedited procedure will be used for grievances involving Articles exclusively applying to temporary workers.

The Parties agree to the following:

In the interest of achieving swift and economical resolution to grievances where the Union has filed a timely arbitration request with the Employer, the following procedure may be used subject to the following conditions:

1. The Employer or Union may request in writing that the expedited arbitration procedure be used for a particular grievance. The request must be sent at the time the Parties are scheduling dates with the arbitrator. The expedited procedure will be used for grievances involving Articles exclusively applying to temporary workers or with the mutual agreement of the Employer and Union. No grievance, except for grievances involving Articles exclusively applying to temporary workers, where there is an issue of arbitrability will be submitted to the expedited procedure.

2. The Employer and Union will develop a stipulation of facts and use affidavits and other time-saving methods whenever possible and when mutually agreed upon.

3. Case presentation will be limited to preliminary opening statements, brief recitation of facts, witness presentation and closing oral argument. No post hearing briefs shall be filed or transcripts made. The hearing will be completed within one (1) business day unless otherwise agreed upon by the Parties.

4. The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the Parties.

5. The arbitrator may issue, at his/her discretion, a bench decision at the conclusion of the hearing or may issue a written award no later than seven (7) calendar days from the close of the hearing excluding weekends and holidays.

6. All decisions shall be final and binding on the Employer and Union. An arbitration award will be non-precedential if mutually agreed upon by the Parties before the hearing starts. The arbitrator's award shall be based on the record and shall include a brief explanation of the basis for the award.

This Agreement becomes effective on the date of the Master Agreement and ends on June 30, 2011.

LETTER OF AGREEMENT 21.1C-99-07

Article 21.1C--Grievance and Arbitration Procedure

Alternate Dispute Resolution (Employment)

This Agreement is entered into between the Department of Administrative Services (Employer), on behalf of the Employment Department (Agency), and the SEIU Local 503, OPEU (Union).

Objective: To enhance previous Letters of Agreement that committed the Employment Department to an alternate dispute resolution process and improve utilization of mediation to resolve issues at the lowest possible level. Participation in the process does not waive the employee's rights under the contract to grieve.

1. When an issue needing resolution arises, the employee, supervisor, and/or other affected Parties will attempt to meet in an attempt to resolve the issue at the lowest possible level. If the issue is an alleged contract violation, this meeting will occur within the thirty (30) day grievance filing period.

2. If the issue is resolved, this settlement will be summarized and kept in the section. If it was an alleged contract violation, mediated resolutions shall be non-precedential and shall not be cited by either Party or their agents or members in any arbitration or fact-finding proceedings.

3. If the issue is not resolved through a meeting, resolution may be sought through:
   (a) the local Labor-Management Committee; or
   (b) mediation. Mediation is voluntary on part of all participants. The conclusion of mediation can be initiated by either Party or the mediator.

   If mediation of an alleged contract violation is requested within the thirty (30) day filing period, the timelines for filing the grievance are automatically held in abeyance. If mediation does not result in resolution of an alleged contract violation, the employee may file a grievance with the Agency Head as Step 2 of the grievance procedure within fifteen (15) calendar days of the conclusion of mediation.

   If the request for mediation is submitted by the employee at any time in any step after a grievance is filed, the grievance timelines are automatically held in abeyance. If resolution is not achieved through mediation, the employee may file a grievance at the step following the last completed step of the grievance procedure within fifteen (15) calendar days of the conclusion of mediation. Mediation panels will consist of one (1) mediator from the Agency's Office of Human Resources and one (1) mediator represented by SEIU.

   To request mediation, all affected Parties must sign a completed Mediation Request Form and submit to the SEIU Local 471 President or Agency's Office of Human Resources Manager. The President and Office of Human

Resources Manager shall assign a mediation panel within thirty (30) calendar days from the date the request is received. The Parties will have thirty (30) calendar days to resolve the issue. This timeline can be extended by mutual agreement. Mediation sessions will be conducted on Agency time.

To ensure that the terms of the settlement are achieved and to hold managers accountable for settlements being met, copies of mediated settlements shall be given to the Parties, and the supervisor's manager where the issue arose. A copy will also be sent to the Office of Human Resources for statistical purposes and placed into a confidential mediation file. The mediated settlement will not become part of the employee's official personnel file.

Mediation sessions and any settlements reached in these sessions will be confidential. Stewards may review mediation settlements in the Office of Human Resources in the course of representing an employee in a grievance matter.

The mediation process will not be applicable to the following circumstances:

1) issues already mediated, unless both Parties agree that the fundamental issue is not resolved;
2) the issue is being addressed outside the Agency (i.e., BOLI, ERB, workers compensation or court);
3) non-workplace disputes;
4) disciplinary actions;
5) letters of expectation; and,
6) performance appraisals.

The Agency and Union will make quarterly reports to the Worksite Committee on the mediation program.

(c) the grievance process. The first meeting would serve as the first step and the grievance would be sent to the Agency Head as Step 2. The employee and supervisor will submit a letter of explanation for proceeding directly to Step 2 of the grievance process without requesting mediation. The timelines in the Contract apply.

Implementation Procedures:

The President and Office of Human Resources Manager shall, within thirty (30) calendar days from the date the successor Agreement becomes effective, meet to:

1. Update and implement an Agency communications plan.

2. Review and update the current procedure for assigning mediation panels. There will be a review of the current mediator list.

3. Update the training plan for mediators, if such a plan is needed.

4. Review the quarterly reporting process and update it, if needed. Quarterly reports may include, but not be limited to the number of mediations, the subject matter mediated, the number of agreements and any program issues that are being addressed.

The above work will be completed within sixty (60) calendar days from the first meeting.

LETTER OF AGREEMENT 26.00-99-14

Article 26--Differential Pay

IS Team Leader

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the SEIU Local 503, OPEU (Union).

The purpose of this Agreement is to establish a ten percent (10%) Information Services Team Leader Differential for all Agencies that assign such duties to bargaining unit employees under the following conditions:

1.

(a) Bargaining unit employees occupying positions that are classified as Information Specialist 1-8 will be eligible for the differential in accordance with Section 1(e) of this Agreement.

(b) The differential shall be ten percent (10%) beginning from the first day the duties were formally assigned in writing.

(c) Bargaining unit employees shall not be eligible for any work out-of-class pay, leadwork differentials or any other premium pay except for overtime and penalty payments as compensation for team leader duties. If an employee receives more than one (1) differential (except overtime as mandated by the FLSA), the differentials will be calculated on the base so that no "pyramiding" occurs (i.e., if an employee is receiving the team leader differential and out-of-class differential, the two (2) differentials would be calculated separately and then added onto the base pay).

(d) The differential shall be ten percent (10%) above the employee's base salary rate.

(e) For a bargaining unit employee to be eligible for the differential, the Agency must formally assign the employee in writing to perform team leader duties, the employee leads a team of employees and performs substantially all of the following duties under supervisory direction:

(i) Plans for short and long term needs of team, including such areas as technology to be used, user requirements, resources required, training necessary, methods to accomplish work, multiple project timelines and competing priorities.

(ii) Establishes and coordinates multiple interrelated project schedules for all projects on which the team is working.

(iii) Works directly with multiple users to identify broad user needs and requested timelines when projects are submitted for the team.

(iv) Provides technical/operation guidance to contractors and monitors quality assurance.

(v) Develops technical standards and monitors team members' work for compliance.

(vi) Performs leadwork duties on a recurring daily basis as listed in Article 26, Section 6 of the Master Agreement which are to orient new employees, if appropriate, assign and reassign tasks to accomplish prescribed work efficiently, give direction to workers concerning work procedures, transmit established standards of performance to workers, review work of employees for conformance to standards and provide informal assessment of workers' performance to the supervisor.

2. Bargaining unit employees shall not be eligible for the differential if they are on voluntary developmental training assignment.

3.
   (a) If an employee believes that he/she is performing the duties that meet the criteria stated in Subsection 1(e), but the duties have not been formally assigned in writing, the employee may notify the Agency Head in writing. The Agency will review the duties within fifteen (15) calendar days of the notification. If the Agency determines that Information Services Team Leader duties were in fact assigned and are appropriate, the differential will be effective beginning with the day the employee notifies the Agency Head of the issue.
   (b) If the Agency determines that the duties were in fact assigned but should not be continued, the Agency may remove the duties during the fifteen (15) day review period with no penalty.
   (c) If the Agency concludes that the duties are not Information Services Team Leader duties, the Agency shall notify the employee in writing within fifteen (15) calendar days from receipt of the employee's notification to the Agency Head.

4. This Agreement does not establish any precedent in the negotiation of any other pay differentials during the term of the 2007-2009 biennial agreement. This Agreement also does not create any obligation on the Employer to negotiate any new or revised pay differentials during the term of the biennial agreement.

5. This Agreement terminates June 30, 2011.

LETTER OF AGREEMENT 26.00-99-15

Article 26--Differential Pay

IS Specialist 3

This Agreement is between the State of Oregon, acting through the Department of Administrative Services, Human Resources Services Division (Employer) and the SEIU Local 503, OPEU (Union).

Notwithstanding the January 25, 1998 Letter of Agreement regarding salary range designation for Information Systems Specialists, and as an exception to Article 26, Section 5 of the Collective Bargaining Agreement, employees in the classification of Information Systems Specialist 3 shall be paid shift differential of seventy-five cents ($0.75) per hour for each hour or major portion thereof (thirty (30) minutes or more), worked between 6:00 p.m. and 6:00 a.m. and for each hour or major portion thereof worked on Saturday or Sunday.

This Agreement is effective through June 30, 2011.

LETTER OF AGREEMENT 26.00-07-163

Article 26--Differential Pay

Facility Energy Technician 2 & Facility Maintenance Specialist

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Department of Fish and Wildlife (Agency) and the SEIU Local 503, OPEU (Union).

Due to budget restrictions, the Agency is planning to abolish a Facilities Maintenance Specialist position, Position No. 2700300, Classification No. C4012. The incumbent in the position is demoting to a Fish and Wildlife Technician, Position No. 0507038, Classification No. C8341. As a Facilities Maintenance Specialist, the incumbent employee possesses and used a Limited Maintenance Electrician License (LME) in the normal course and scope of his duties. The duties requiring use of an LME are assigned to the incumbent's position in writing.

When the incumbent employee demotes to a Fish and Wildlife Technician classification, the incumbent will continue to be assigned duties in writing that require the use of the LME. While those duties remain assigned in writing, and while the incumbent possesses a valid LME, he shall be paid a differential of five percent (5%) above his base rate of pay. Should the LME license become invalid, the incumbent shall immediately inform the Agency, and the differential shall be discontinued immediately.

Should the Agency remove the written assignment of duties, payment of the five percent (5%) LME differential shall be discontinued immediately.

Should the position become vacant, the Agency shall immediately discontinue payment of the differential.

This Agreement becomes effective upon the complete execution of the Agreement, or upon the effective date of the demotion, whichever comes later.

This Agreement shall expire on June 20, 2011, unless continued by mutual agreement of the parties in successor bargaining.

LETTER OF AGREEMENT 26.10-07-164

Article 26.1--Differential Pay

Social Service Specialist Underfill (DHS)

This Letter of Agreement is entered into between the Department of Administrative Services, Labor Relations Unit (Employer), on behalf of the Department of Human Services (DHS) and SEIU Local 503, OPEU (Union).

The purpose of this Agreement is to provide opportunities for Social Service Assistant (SSA) and employees in other classifications who do not yet meet the minimum qualifications for the Social Service Specialist 1 classification to apply for Social Service Specialist 1 underfill positions. The intent of the Parties is to provide employees, who may potentially be subject to a layoff due to the planned reduction of SSA positions, opportunities to obtain the required educational degree to qualify for the full SSS 1 classification.

Specifically, it is agreed that:

1. Employees who do not meet the minimum qualifications for the SSS 1 classification may apply for competitive consideration to underfill a SSS 1 position.

2. Employees selected for the underfill positions, will have twenty-four (24) months from the effective date of filling the position to fully complete the educational degree requirements to meet the minimum qualifications for the SSS 1 classification.

3. Employees selected shall serve a one (1) year trial service pursuant to Article 49.1M. Should the employee not be successful in trial service, the employee shall have rights back to their prior classification pursuant to Article 49.

4. After the initial twelve (12) month trial service, the employee will attain conditional regular status pending completion of the underfill agreement requirements. Should a conditional regular status employee fail to complete the underfill agreement requirements within the twenty-four (24) months, the employee will be terminated from the position and placed on the recall list with recall rights pursuant to Article 70, Sections 9 through 11.

5. Employees will receive Work-Out-of-Class pay during the underfill assignment.

6. This Letter of Agreement is not precedent setting.

7. This Letter of Agreement will continue until September 30, 2009.

LETTER OF AGREEMENT 27.00-09-190

Article 27--Salary Increase

Salary Eligibility Date – Step Advancement Freeze
Includes Article 29-Salary Administration/Article 81-Reclass Up/Down

This Letter of Agreement is entered into by the State of Oregon, acting through its Department of Administrative Services, Labor Relations Unit (Employer), and the SEIU Local 503, OPEU (Union).

This Agreement supersedes all provisions in the Collective Bargaining Agreement pertaining to step advancement upon the affected employees' Salary Eligibility Date (SED).

This Agreement suspends the Letter of Agreement dated December 13, 2007, (Letter of Agreement 27.00-09-170) to add and drop steps for each salary range in all job classifications in the bargaining units from September 1, 2009, through August 31, 2010.

Upon implementation of this Letter of Agreement, the following applies:

1. Employees who advance to the new top step of their classification on or after July 1, 2009, through August 31, 2009, as a result of the December 13, 2007 Letter of Agreement, will have their pay reduced to the prior top step. Employees advancing to a higher first step by virtue of the first step being dropped shall not have their pay reduced.

2. Employees who advance on the pay scale within their classifications' salary range on or after July 1, 2009, through August 31, 2009, will be restored to their former step in effect as of June 30, 2009.

3. Employees shall not receive any step increases between September 1, 2009, through August 31, 2010, during the freeze period except for initial increases upon promotion and reclassification.

4. Employees will continue to receive the initial increase upon promotion and reclassification upward during the freeze period. However, promotions or reclassifications to the new top step shall be subject to #1 above.

   Employees who promote during the freeze will receive an additional step either six (6) months after their promotion or September 1, 2010, whichever is later. Their SED will be adjusted pursuant to Article 29.

5. The step freeze will continue for twelve (12) months through August 31, 2010.

6. When the step freeze is lifted:

   (a) An employee who received a step or advanced to the new top step in July or August of 2009, will have that step restored on September 1, 2010 to the higher rate that was in effect through August 31, 2009.

   (b) For initial appointments in state service occurring between July 1 and September 1, 2009, employees shall receive a one (1) step increase on September 1, 2010 and on their SED thereafter pursuant to Article 29.

   (c) All other employees will commence receiving step increases on their SED, effective September 1, 2010.

This Agreement is effective September 1, 2009.

LETTER OF AGREEMENT 27.5A-03-73

Article 27.5A--Salary Increase

Coaching Pay Rates (Education including OSD)

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Department of Education (Agency) and the SEIU Local 503, OPEU (Union).

The purpose of this Agreement is to modify the existing pay rates for bargaining unit employees who perform coaching duties.

The Parties agree to the following:

1.

   (a) When a bargaining unit employee performs extra duties as identified below outside his/her regular shift, the following rates shall be paid for the designated season in addition to the employee's base pay rate:

High School			
Senior Class Advisor	$1587	Asst. Football Coach	$1449
Junior Class Advisor	$ 763	Volleyball Coach	$2059
Drama Advisor	$1587	Asst. Volleyball Coach	$1449
Rally Advisor	$1221	Boys Basketball Coach	$2059
Outlook Co-Editors	$1221	Asst. Basketball Coach	$1449
Student Body Govt.	$2059	Girls Basketball Coach	$2059
Yearbook	$1098	Asst. Basketball Coach	$1449
Scouts	$1372	Track Coach	$2059
Athletic Director	$1836	Asst. Track Coach	$1449
Football Coach	$2059	Recreation Director	$2745
Middle School			
Sports Coordinator	$2869	Girls Basketball Coach	$ 764
Football Coach	$ 764	Student Body Govt.	$1029
Asst. Football Coach	$ 500	Volleyball Coach	$ 764
Boys Basketball Coach	$ 764	Asst. Volleyball Coach	$ 500
Asst. Basketball Coach	$ 500	Scouts	$1370

(b) Employees will be paid at the end of the season or the supervisor and employee may agree to a different payment schedule upon mutual agreement.
(c) Performance of coaching duties shall be on a voluntary basis.
(d) At the end of each sport's season, a calculation will be made multiplying the number of hours each non-exempt coach or assistant coach worked by time and one-half (1 ½) the Oregon minimum wage rate. Should this calculation result in a figure higher than the Section 1(a) amount for any of the non-exempt coaches or assistant coaches, these coaches and/or assistant coaches will be paid the difference as a lump sum (in addition to the amount owing under Section 1(a)).

2. This Agreement shall not establish a precedent or a duty to bargain any other differential for bargaining unit employees in the Agency or expand application of this differential to other bargaining unit employees.

3. This Agreement shall be effective through June 30, 2011.

LETTER OF AGREEMENT 31.00-05-135

Article 31--Insurance

Part-Time Employee Health Insurance Subsidy

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer), and the SEIU Local 503, OPEU (Union).

The Parties agree to the following:

The Employer will continue to pay the current part-time subsidy for eligible part-time employees who participate in the part-time plan, as follows:

Through December 31, 2009

- Employee Only (EE) - $206.94
- Employee & Family (EF) - $268.05
- Employee & Spouse (ES) - $264.11
- Employee & Children (EC) - $235.47

Through December 31, 2010

- Employee Only (EE) - $227.30
- Employee & Family (EF) - $294.42
- Employee & Spouse (ES) - $290.10
- Employee & Children (EC) - $258.63

For Plan Year 2011, the subsidy will be paid at an amount so that employees will continue to pay the same out-of-pocket premium costs that were in effect for Plan Year 2009. 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 31.00-09-186

Article 31--Insurance

PEBB Premium Increases

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer), and the SEIU Local 503, OPEU (Union).

1. Increases in premium costs above five percent (5%), but less than ten percent (10%), in plan years 2010 and 2011, will be paid by the Employer for the non-General Fund share of such costs.

2. The Parties shall jointly petition the Public Employees' Benefit Board (PEBB) to pay for the General Fund share of increases above five percent (5%), but less than ten percent (10%), in plan years 2010 and 2011 out of PEBB reserves. Should this become necessary, the parties shall jointly request that PEBB first access PEBB Stabilization Fund reserves and only draw on money in the Standard Demutualization Account in the event that there is not enough money in the Stabilization Fund to pay for the increase without jeopardizing PEBB's ability to self-insure.

LETTER OF AGREEMENT 31.00-09-187

Article 31--Insurance

PEBB Reserve Reimbursement

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer), and the SEIU Local 503, OPEU (Union).

1. The Legislature allocated thirty-two million dollars ($32,000,000) to the General Fund in the 2009-2011 budget for increases in public employee health insurance costs (up to five percent (5%) per plan year) during the life of the 2009-2011 Collective Bargaining Agreement between the Parties.

2. If the State does not expend the entire thirty-two million dollars ($32,000,000) General Fund allocation, per Section 1 above, the State will request the Legislature, or the Emergency Board if the Legislature is not in session, to release any unspent portion of the thirty-two million dollars ($32,000,000) General Fund (and corresponding other funds). The purpose of requesting release of the remaining funds is to reimburse the PEBB for expenditures PEBB may agree to make from the Stabilization Fund (SF) reserves to offset premium increases in excess of the budgeted five percent (5%) during the 2010 and/or 2011 benefit plan years.

3. Prior to July 1, 2010, the State shall request the Legislature or Emergency Board, whichever is in session, to release all of the appropriated funds as noted above.

4. The Union will receive prior notification of submission of the request to the Legislature or Emergency Board.

LETTER OF AGREEMENT 31.00-09-188

Article 31--Insurance

PEBB Provider Tax Assessment

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer), and the SEIU Local 503, OPEU (Union).

The Parties recognize that, pursuant to HB2116, the State of Oregon has levied an assessment on PEBB claims.

Should PEBB increase the rates it charges to the Employer based on this assessment, the Employer will pay for the portion of the rate increase that is attributable to the assessment. These payments will be in addition to the up to five percent (5%) increase in premium costs provided under Article 31 of this Contract and shall be made without petitioning PEBB to use reserves.

LETTER OF AGREEMENT 32.00-99-17

Article 32--Overtime

Procedure for Determining Overtime Exempt or Non-exempt Status

This Letter of Agreement is entered into between the Department of Administrative Services, Labor Relations Unit (DAS, LRU), on behalf of the State of Oregon (Employer), and the SEIU Local 503, OPEU (Union) as it pertains to eligibility for overtime under Article 32--Overtime, of their 2009-2011 Collective Bargaining Agreement.

The Employer and the Union agree as follows:

1. DAS, LRU shall provide the Union with no less than twenty (20) days written notice of its intent to exempt from overtime a filled bargaining unit position. The Union shall provide DAS, LRU with the same notice of intent to change a position's designation from exempt to eligible status for overtime. DAS, LRU agrees not to change the position's designation during this twenty (20) day period.

2. Should the Union or DAS decide to contest the proposed change in status, it shall serve the other Party with written notice of such intent within twenty (20) days of its receipt of the notice. Should such notice be given, DAS, LRU will forego implementing the change in designation for an additional forty (40) days, beyond the initial twenty (20) day period. The purpose of this forty (40) day period is to allow time to investigate whether there are grounds to contest the proposed change in status. If either Party decides to pursue challenging an exemption it must file with Department of Labor/Bureau of Labor & Industries (BOLI) prior to the end of this forty (40) day period. In such event, DAS, LRU agrees to forego implementing a change in designation until the matter is resolved by way of DOL decision, settlement or other manner.

3. If timely notice indicating intent to contest the exemption during the initial twenty (20) day period is not received or if either Party does not proceed forward during the subsequent forty (40) day period, the position's designation shall be changed, and the Parties agree not to contest the status of this position during the remainder of this contract term, unless the position's duties should materially change such that the exemption is no longer warranted.

4. For purposes of this Agreement, written notice may occur by personal delivery, fax or mail (postmark) within the time frames cited above.

LETTER OF AGREEMENT 32.20-09-180

Article 32.2--Overtime

Overtime Distribution (OSH/OYA)

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (DAS) (Employer), and the SEIU Local 503, OPEU (Union)

The Oregon Youth Authority (OYA) and the Oregon State Hospital (OSH) and SEIU will obtain the services of a fact-finder from the Employment Relations Board list, to review the affected Agency's use of mandated overtime. The fact-finder will conduct meetings at which the Agencies and the Union will give relevant oral and written information regarding processes and practices for distributing voluntary and mandatory overtime.

The fact-finder shall submit a preliminary non-binding report, including recommendations for improving overtime processes and procedures to the Agency Heads, OSH Superintendent, and SEIU. Upon receipt of the preliminary report, the Agencies and the Union will meet with the fact-finder to discuss the report. The purpose of this meeting is to provide the Agencies and Union the opportunity to submit comments regarding the fact-finders preliminary recommendations.

After receiving comments from the Agencies and the Union, the fact-finder shall prepare a final report to the respective Agency Heads, the OSH Superintendent, the Office of the Governor, SEIU and the Department of Administrative Services Labor Relations Unit. The final report shall contain non-binding recommendations for improving overtime processes and procedures.

DAS Procurement will initiate an Emergency Declaration request through the DAS Director that will enable the parties to this Letter of Agreement, OYA and DHS, to move forward with requesting and selection of a mutually acceptable fact-finder from an ERB list.

The fact-finder shall be selected no later than September 1, 2009. The preliminary report/recommendations shall be submitted by March 1, 2010. The final report/recommendations shall be submitted by May 1, 2010.

The Employer may, in its discretion, choose to employ two (2) separate fact-finders (one (1) for OSH and one (1) for OYA). If the Employer chooses to employ separate fact-finders, the procedures above shall apply to both fact-finders, who shall issue separate reports/recommendations.

The affected Agency will pay the cost of the fact-finder or fact-finders.

This Letter of Agreement shall sunset on the issuance of the final reports.

LETTER OF AGREEMENT 32.2C-07-159

Article 32.2C--Overtime

Overtime Selection: CNA Volunteers (OSH)

This Letter of Agreement is entered into between the SEIU Local 503, OPEU and the State of Oregon by and through the Labor Relations Unit of the Department of Administrative Services, on behalf of the Oregon State Hospital. The Parties agree to the following pilot protocol for the assignment and equalization of overtime opportunity. For purposes of this process, the Portland campus will be considered as one (1) program. For purposes of this process, the float pool employees are assigned to a program area and available for overtime.

1. To implement Article 32.2C,E,G, Section 3, and equalize **voluntary overtime** as equitably as feasible, in the program, the opportunity for voluntary overtime shifts will be offered in the following order:
   (a) to qualified employees assigned to work in the program where the overtime occurs;
   (b) if no volunteer is assigned from within the program, the opportunity will be offered as overtime to qualified employees outside the program area.

   Each overtime opportunity offered or worked will count as one (1) unit for purposes of equalization, regardless of the amount of time actually offered or worked. Voluntary overtime will be equalized as equitably as feasible within two (2) week time periods. Overtime units from the previous two (2) week period will be used to determine equalization for each scheduling period. The purpose of this Letter is to clarify the definition of volunteers outside the program.

2. Volunteers outside the program must meet the following criteria:
   (a) The employee must hold either a non-encumbered CNA or LPN;
   (b) The employee must be current in all unit mandatory training;
   (c) The employee must hold a position at Salary Range 20S or below;
   (d) The employee must have successfully completed program orientation or worked an overtime on the program within the past ninety (90) days; and
   (e) Acceptance of the overtime assignment will not interfere with the employee's regular work schedule.

   It is understood that OSH is not responsible for providing employees with hours so they may qualify for recertification as a CNA or LPN.

   Qualified employees who sign up for a voluntary overtime opportunity are expected to work the hours. If an emergency occurs, the qualified employee must notify the appropriate supervisor as soon as practical. Except as specifically modified by this Agreement, nothing requires or abridges management's right to assign or re-assign individuals or groups of qualified employees to regular or overtime shifts where they are needed.

   Prior to implementation of any mandate, the Institution will exhaust all other options, including on-site volunteers, and a call list of qualified employees. These lists will exclude employees on vacation, sick leave or compensatory time.

3. For purposes of **mandatory overtime**, there shall be one (1) list for each shift per program; one (1) for day shift, swing shift and night shift. This list shall be comprised of all employees assigned to work each shift in each program. This list shall include regular duty employees, float pool, and any other sub program assigned to work in an established program.

   Mandatory overtime shall be assigned on a rotating basis from on-shift qualified employees in the program where the overtime occurs. If it is necessary to mandate an employee, the Agency will first offer the opportunity to the qualified employees on the program mandate list. If an employee on the program mandate list volunteers, their name will be moved to the bottom of the mandate list. The employee will have the choice of either working the mandated overtime on their own ward/work unit or on the ward/work unit where the overtime is needed.

Except in an emergency involving public health and safety, employees may not be mandated to work overtime on a day immediately preceding a regularly scheduled day off or an approved vacation of one (1) week or more, or once per fiscal year for vacations of less than one (1) week. Only the Superintendent or his/her designee can determine if an emergency involving public health and safety exists. If an employee is bypassed, he/she shall remain on the top of the list for the next mandatory overtime.

LETTER OF AGREEMENT 32.3A-03-84

Article 32.3A--Overtime

MCEO & Senior MCEO (ODOT)

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Department of Transportation (Agency) and the SEIU Local 503, OPEU (Union).

This Agreement modifies Article 32.3, Section 5(a)(2) of the Master Agreement for Motor Carrier Enforcement Officers (MCEO) and Senior Motor Carrier Enforcement Officers (Senior MCEO) and shall apply to assignment of discretionary overtime by management.

The Parties agree to the following:

1. The Agency may offer overtime work for overtime pay exclusively, provided all of the following apply:
   (a) The overtime work is work that would otherwise not be performed at the discretion of management.
   (b) The employee volunteers.
   (c) The employees are notified at least seven (7) days in advance that the overtime work is available and for cash only.
   (d) An employee who does not volunteer for discretionary overtime as determined by the Agency will not have his/her schedule involuntarily changed as a result of another employee volunteering for the discretionary overtime.

2. This Agreement does not establish a precedent and shall not be used by either Party in any current or future negotiations.

3. This Agreement will continue upon signing of this Agreement and automatically terminate June 30, 2011.

LETTER OF AGREEMENT 32.3E-03-95

Article 32.3E--Overtime

Flexible Work Schedule (ODFW)

Employees assigned to a fixed, year-round regular or alternate work schedule, as defined in Article 90 of the Master Agreement, shall be eligible for overtime pay pursuant to Article 32, Section 2 and 4 of the Agreement.

Notwithstanding Article 32, Sections 2 and 4 of the Master Agreement, overtime shall be defined for employees on a flexible work schedule as being time worked in excess of forty (40) hours in a workweek.

LETTER OF AGREEMENT 32.3E-07-145

Article 32.3E--Overtime

Annual Upland Bird & Big Game Hunt Surveys (ODFW)

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Department of Fish and Wildlife (Agency) and the SEIU Local 503, OPEU (Union).

To meet Agency needs regarding telephonic annual Upland Bird and Big Game Hunt Surveys, for the 2009-2010 Hunter Survey Season, the Parties agree to the following:

1. Notwithstanding Article 32, Section 4(a) of the Master Agreement, a FLSA non-exempt employee who works authorized overtime directly related to the conduct of the Hunter Survey shall be eligible for time and one-half (1 ½) pay, or compensatory time off up to a maximum accrual of sixty (60) hours of compensatory time during the entire period of the Survey season, for working overtime in excess of forty (40) hours in a workweek. After the maximum sixty (60) hours of compensatory time have been accrued, a FLSA non-exempt employee who works authorized overtime directly related to the conduct of the Hunter Survey shall be eligible for time and one-half (1 ½) pay rather than compensatory time off for working overtime in excess of forty (40) hours in a workweek.

2. Notwithstanding Article 32.3, Section 4(b) of the Master Agreement, a FLSA exempt employee who works authorized overtime directly related to the conduct of the Hunter Survey shall be eligible for one (1) hour of straight time pay, or compensatory time off up to a maximum accrual of sixty (60) hours of compensatory time during the entire period of the Survey season, for every one (1) hour of overtime in excess of forty (40) hours in a workweek. After the maximum sixty (60) hours of compensatory time have been accrued, a FLSA exempt employee who works authorized overtime directly related to the conduct of the Hunter Survey shall be eligible for one (1) hour of straight time pay rather than compensatory time off for working overtime in excess of forty (40) hours in a workweek.

3. FLSA non-exempt and exempt employees who are assigned to work authorized overtime in connection to their regularly assigned duties shall be compensated pursuant to Article 32, Section 4 and Article 32.3, Section 5(c) of the Master Agreement.

4. The opportunity for the overtime will be on an equitable basis and will be available to all regular status and full-time trial service employees at all locations where the Bridge software is available, subject to staffing needs and advance supervisor approval. Prior to the beginning of the annual hunt survey season, the Agency will provide notification of a ten (10) workday application window via e-mail to the ODFW All Staff distribution list. During this ten (10) workday application window, employees must apply as directed to be considered to participate in survey work, consistent with the requirements per #5 of this Agreement. A random system will be used to assign employees from this pool of interested employees. Employees who apply after the ten (10) workday application window has closed will have their name added to the bottom of the list in the order received. Staffing assignments for late season surveys (e.g., damage hunts, spring bear hunts, etc.) will be made by re-randomizing the existing list of names, including those names added to the list after the initial ten (10) workday application window, and employees will be assigned dependent on the specific staffing needs for that survey segment.

5. To participate in the surveys, employees must have advance authorization from their supervisor and must commit to working at least three (3) days a week from 5:00 p.m. to 8:30 p.m. and a minimum of twenty-five (25) work hours to the survey project. The number of employees assigned any given week will be dependent on staffing needs as determined by management. Employees are not authorized to conduct survey calls during periods of assigned on-call, nor during a workweek when they are observing a furlough. Employees are not entitled to a break while conducting survey calls between 5:00 p.m to 8:30 p.m., nor are employees authorized to use the internet for personal use during this time period. Employees conducting calls will be monitored to ensure effective and productive calling practices, and will be removed from the list for the duration of the survey season covered by this Letter of Agreement, if there is evidence of abuses of that privilege. Employees who wish to participate must have advance authorization from their supervisor.

6. This Agreement shall become effective upon the date of the last signature below and shall automatically expire on the last day of the 2009-2010 Hunter Survey Season, approximately June 30, 2010.

7. This Agreement shall not establish a precedent in any current or future negotiations between the Parties.

LETTER OF AGREEMENT 32.5H-03-74

Article 32.5H--Overtime

HIDTA Program (DOJ)

This Letter of Agreement is entered into between the Department of Administrative Services, Labor Relations Unit (Employer), on behalf of the Department of Justice, Criminal Justice Division (CJD) and SEIU Local 503, OPEU (Union).

The High Intensity Drug Trafficking Area (HIDTA) Program requires that compensation for any overtime hours worked must be limited to cash. This means there is no ability for CJD employees doing HIDTA-related work to receive compensatory time in lieu of cash for required overtime.

The purpose of this Agreement is to provide a one-time exception to Article 32.5H--Overtime, Section 6(a) – Election of Cash/Compensatory Time Off.

Specifically, the Parties agree that in instances where HIDTA work requires overtime and there are no CJD volunteers, reimbursement for such hours will be in cash.

This Agreement does not set a precedent and shall not be used against the Employer in any forum, including future negotiations.

Unless the Parties agree to extend this Letter of Agreement, it will expire no later than June 30, 2011.

LETTER OF AGREEMENT 40.3A-03-85

Article 40.3A--Work Schedule Premium Pay

Region 3 – Transportation Maintenance Specialists (ODOT)

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Department of Transportation (Agency) and the SEIU Local 503, Oregon Public Employees Union (Union), who are all Parties to this Letter of Agreement.

By entering into this Letter of Agreement the Parties fully resolve any and all issues arising out of the call-back grievances filed April 19, 2002 and April 22, 2002 by an individual and a group of Agency employees on the Agency's highway maintenance crews in Region 3. The Parties agree that the terms of the Letter of Agreement apply solely to bargaining unit employees permanently employed as Transportation Maintenance Specialists on the Agency's highway maintenance crews or permanent bargaining unit employees assigned to perform call-back work related to highway maintenance.

The Parties agree as follows:

1. Article 40.3, Section 1(b) of the Master Collective Bargaining Agreement is clarified to permit bargaining unit employees to whom this Letter of Agreement applies and who are called back to work by an Agency manager authorized to call employees back to work, to request either cash or compensatory time off for working authorized call-back time. Agency employees requesting either cash or compensatory time off in accordance with this first Section of this Letter of Agreement must request their choice of cash or compensatory time off for call-back time pursuant to established Agency practice or policy.

2. By entering into this Letter of Agreement, the Union automatically withdraws the grievances of April 19 and 22, 2002, and any other outstanding grievance on this same issue filed by a bargaining unit employee on an Agency highway maintenance crew that was allowing those employees to choose between cash and compensatory time prior to the signing of the Letter of Agreement. The pending arbitration of the grievances of April 19 and 22, 2002 will be cancelled and the Parties will split the cost of any cancellation fee of the arbitrator. The intent of this Letter of Agreement is to resolve as an outstanding issue between the Parties the subject of granting either cash or compensatory time to bargaining unit employees assigned call-back work on the Agency's highway maintenance crews or who are called back to perform work related to the maintenance of the state highways.

3. This Letter of Agreement applies only to bargaining unit employees permanently employed by the Agency in the classification of Transportation Maintenance Specialist 1 and 2 on its highway maintenance crews or those employees assigned to do call-back work related to the maintenance of the state highways.

4. This Letter of Agreement establishes no precedent in the resolution of any current or future grievances. By signing this Letter of Agreement, the Union does not waive its right to file future grievances under Article 40.3 upon expiration of this Letter of Agreement without renewal as provided in paragraph 5 of this Letter of Agreement.

5. The Letter of Agreement becomes effective on the date last signed by a Party to it and expires on the date the Master Agreement expires.

LETTER OF AGREEMENT 45.00-05-97

Article 45--Filling of Vacancies

Job Interview Leave

This Letter of Agreement is entered into between the State of Oregon, acting by and through the Department of Administrative Services Human Resource Services Division, Labor Relations Unit (Employer), on behalf of all Agencies identified in Article 1 and the SEIU Local 503, OPEU.

The purpose of this Agreement is to provide Interview Leave for SEIU-represented (except temporary) employees, as a result of the Special Leaves with Pay Audit findings conducted by the Department of Administrative Services, Human Resource Services Division.

The Audit found that a number of SEIU-represented State Agencies routinely approved Interviewing Leave (IT) and/or Miscellaneous Paid Leave (MPL) for job interviews and that such leaves are not specifically provided for in the 2003-2005 Collective Bargaining Agreement for the affected Agencies' SEIU-represented employees (except for OSAC and OHCS).

This Agreement permits the use of Interview Leave pursuant to the following guidelines:

1. Employees, subject to providing reasonable notice and receiving prior supervisory approval, shall be allowed Interview Leave time, including travel, to interview for positions within their Agency when such interview(s) occurs during their work hours.

2. Employees, subject to providing reasonable notice and receiving prior management approval, shall be allowed up to two (2) hours of Agency paid time for Interview Leave time, including travel, for positions with another state Agency when such interview(s) occurs during their work hours.

   Interview Leave time approved and taken to interview with another state Agency that exceeds the two (2) hours of Agency paid time must be recorded as accrued leave, leave without pay, or managed through approved flextime within the same workweek. Use of accrued leave for this purpose shall not result in overtime.

3. Denial of Interview Leave time shall be subject to the grievance procedure up to Step 2.

4. All Interview Leave time, including travel, approved under Subsection 1 and 2 must be recorded as IT on the employee's timesheet/time reporting record.

5. Interview Leave used shall not count as time worked for purposes of overtime.

6. An Agency shall not incur any employee reimbursement costs.

This Agreement shall be effective through June 30, 2011, unless extended by mutual agreement.

LETTER OF AGREEMENT 45.00-09-175

Article 45--Filling of Vacancies

Legislative Branch

This Letter of Agreement is entered into between the State of Oregon, acting by and through the Department of Administrative Services, Labor Relations Unit (Employer) on behalf of all Agencies identified in Article 1 and the SEIU Local 503, OPEU (Union).

The purpose of this Agreement is to provide employees who have attained regular status in an SEIU-represented position and who, in the past, would have entered into job rotation agreements with the Legislative Branch, the ability to be reemployed by their former agency into their former classification in which they held regular status.

The Parties agree that Article 45 and all agency-specific coalition language found in Articles 45.1 through 45.5 does not apply to the reemployment of an Executive Branch employee who was employed by the Legislative Branch and then requests reemployment with the former Executive Branch Agency. Specifically, the Agency layoff list does not take precedence over this reemployment, and agencies are not required to comply with any agency-specific language regarding posting of vacancies.

The Parties further agree that the time worked for the Legislative Branch is considered state service for purposes of seniority.

This Agreement is effective until the expiration of the 2009-2011 Collective Bargaining Agreement, and may be extended by mutual agreement.

LETTER OF AGREEMENT 45.5A-07-149

Article 45.5A--Posting of Vacancies

Transition of Positions – Lord & Farrell Schools (MacLaren & Hillcrest)

This Letter of Agreement is entered into by the State of Oregon, acting through its Oregon Department of Administrative Services, Labor Relations Unit (Employer) on behalf of the Oregon Department of Education (ODE/Agency), and SEIU Local 503, OPEU (Union).

The Parties agree to follow the procedure below for the transition of positions and job functions currently assigned to Lord's School at MacLaren and Farrell School at Hillcrest.

1. This Agreement pertains only to present and future vacant ODE positions represented by the Union assigned to Lord and Farrell Schools located at the MacLaren and Hillcrest Youth Authority facilities, respectively.

2. When positions become vacant at either Lord or Farrell School, the Agency agrees to post the vacant position for current employees to consider a lateral transfer consistent with Article 45.5A of the Collective Bargaining Agreement. Under this provision, current employees would receive an opportunity to transfer to the vacated position.

3. In the event a vacant position is filled with a transfer from another represented position, the subsequent position would then be similarly posted.

4. The Parties agree that where a vacancy is not filled by transfer, the Agency may seek to have the Willamette Education Service District perform those duties as part of its Juvenile Corrections education services contract with the Agency.

5. This Agreement will sunset on June 30, 2011.

LETTER OF AGREEMENT 49.1C-01-63

Article 49.1C--Trial Service

Business and Employment Service Specialist
One-Year Trial Service (Employment)

This Letter of Agreement is entered into between the Department of Administrative Services, Labor Relations Unit, on behalf of the Employment Department and SEIU Local 503, OPEU.

Section 1. Each person appointed to a Business and Employment Service Specialist 1 will serve a trial service period of one (1) year. This period is recognized as an extension of the selection process during which time the employee shall receive extensive required training.

For Employment Services (ES) assigned Business and Employment Service Specialist (B&ES) staff:

- Labor Exchange System training
- Account Representative System training
- iMatchSkills System training
- ES Connectivity training

For Unemployment Insurance (UI) assigned B&ES staff:

- Basic UI Claims Process training
- UI Connectivity training

Section 2. The employee will receive a position description and training plan within the first thirty (30) days; an informal evaluation at three (3) months; an informal evaluation at six (6) months, including a review of remaining training needs; an informal evaluation at nine (9) months; and a formal evaluation at twelve (12) months

Section 3. Nothing in this Letter of Agreement is intended to modify any other provisions and benefits which the employee would otherwise be entitled to receive after an initial six (6) month trial service.

This Agreement is effective July 1, 2009 through June 30, 2011.

LETTER OF AGREEMENT 49.1M-03-72

Article 49.1M--Trial Service

Disability Analyst 1 (DHS)

For those employees hired in the Disability Determination Services section of the Department of Human Services in the classification of Disability Analyst 1 trial service will be nine (9) months. However, the trial service period will be six (6) months for an employee who has prior experience evaluating or adjudicating applicants for Social Security Disability Insurance and Supplemental Security Income in another state, and as a result of that experience, is not required to attend Basic Disability Analyst training. The performance expectations for those employees serving a nine (9) month trial service period shall be adjusted in consideration of the period of initial training required.

To insure that Disability Analyst employees continue to be successful in completing their training and nine (9) month trial service period, the Parties agree that a training evaluation committee should be created for the purpose of on-going evaluation of this effort. It is further agreed

that this committee should comprise an equal number of labor and management representatives. Recommendations developed by this committee will be submitted to whomever the DDS Administrator reports to.

This Letter of Agreement is intended to replace the Article 49, Section 3, Clarification of Intent Letter dated 8-1-01.

Lastly, this Letter of Agreement will continue through the 2009-2011 Contract term unless agreed otherwise by the Parties.

LETTER OF AGREEMENT 58.30-09-182

Article 58.3--Holidays

Holiday Observance (DMV)

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the SEIU Local 503, OPEU (Union).

For the following holidays, the Department of Motor Vehicles (DMV) will follow an alternate schedule as outlined in this Letter of Agreement:

- July 4, 2009
- December 25, 2010
- January 1, 2011

DMV offices will close on Friday, the observed holiday and Saturday (the official holiday). Employees will be paid up to eight (8) hours holiday pay in accordance with Article 58, Section 3 for the observed holiday, and will have their choice of using available accrued leave (except sick leave) or authorized leave without pay for the additional closure day. Subject to operating needs, employees may be authorized to adjust their work schedules during the workweek or be permitted to work at an office which is open on Monday of that week. Such schedule changes are not subject to the sixty (60) consecutive hours off within Article 90.3A nor will they cause any form of penalty pay.

This Letter of Agreement will expire on January 2, 2011.

LETTER OF AGREEMENT 60.3C-05-138

Article 60.3C--Leaves of Absence With Pay

Rest & Recovery (Forestry)

In recognition of the past practice, the Employer agrees to continue that employees on fire assignments away from their official work station for twenty-one (21) consecutive days or more shall receive eight (8) hours off at straight time compensation upon return to their official work station for rest and recovery.

LETTER OF AGREEMENT 70.00-09-179

Article 70--Layoff

Eligibility Extension

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer), and the SEIU Local 503, OPEU (Union).

The Employer and the Union recognize the need for reduction in force due to the budgetary impacts of the 2009-2011 biennium, therefore, the Parties agree to the following:
For recall purposes, under Article 45, Section 2 (a)(1), and Article 70 Sections 9 and 10, the term of eligibility for candidates placed on the Agency layoff list shall be three (3) years from the date of placement on the Agency layoff list. The third (3rd) year extension for recall shall not affect timelines of other terms and conditions of the bargaining agreement, except the following conditions shall apply for any candidate who is recalled after two (2) years but prior to the end of the third year:

- For layoff service date purposes, seniority will be adjusted by the amount of break-in-service.
- The candidate shall be paid at the same salary step at which such candidate was being paid at the time of layoff.
- The recognized service date will be adjusted by the amount of the break-in-service, and vacation accrual rates will resume at the candidate's rate at the time of layoff.
- The salary eligibility date will be adjusted by the amount of break-in-service.
- Any candidate who is recalled after the initial two (2) year period will be subject to all provisions of Article 49, including coalition language, except that the trial service period will be ninety (90) days.

This Letter of Agreement will sunset on June 30, 2011. However, an employee laid off shall remain on the Agency layoff list pursuant to the terms of this Letter of Agreement if not removed from the list.

This Letter of Agreement applies to all employees on Agency layoff list(s), upon execution of the Agreement as well as anyone laid off during the term of the Agreement.

LETTER OF AGREEMENT 70.1M-01-67

Article 70.1M--Layoff

Bumping Options (DHS Non-Institutions)

This Letter of Agreement is entered into between the Department of Administrative Services, Labor Relations Unit, on behalf of the State of Oregon and the SEIU Local 503, OPEU.

In addition to the options offered to DHS employees in Articles 70 and 70.1M, incumbents in the following classifications, at the time of the signing of this Agreement, will also have the option to bump the lowest DHS service credit person in the State within their same classification. This option will remain available until such time as the employee vacates his/her current position, except that employees who promote or demote within their current classification series will retain eligibility for this option.

The affected classifications are: Public Health Engineer 3, Investigator 3, Communicable Disease Investigator, Environmental Health Specialist 2 and 3, Public Health Educator 1 and 2, Natural Resource Specialist 3 and 4.

A listing of the affected incumbents may be obtained from DHS Personnel or SEIU Local 503, OPEU.

LETTER OF AGREEMENT 70.1M-03-83

Article 70 & 70.1M--Layoff

Layoff Service Dates (DHS)

This Letter of Agreement is entered into between the Department of Administrative Services, Labor Relations Unit, on behalf of the Department of Human Services (Non-Institutions), and the SEIU Local 503, OPEU.
In recognition of the challenges facing the Department of Human

Services in calculating employee Layoff Service Dates following reorganization and not wanting to unnecessarily upset current employees, the Parties agree to the following understanding concerning Articles 70--Layoff and 70.1M--Geographic Area for Layoff (DHS Non-Institutions):

The Parties agree that the Department will not have to calculate and post Layoff Service Dates for employees in classifications affected by layoff as long as a vacancy exists (which management intends to fill) in the affected classification within the designated area of layoff. This is predicated on a vacant position, which DHS Non-Institutions intends to fill, always being considered as the "least senior" position in any classification. In instances where a vacancy does not exist within the affected employee's designated area of layoff (immediate worksite/building or current District), the Department agrees to calculate and post Layoff Service Dates in accordance with Article 70, Section 2(a) provisions.

Implementation of this understanding will be on a trial basis for the duration of the 2009-2011 Contract term.

LETTER OF AGREEMENT 70.1M-07-151

Article 70.1M--Layoff

Designation of Classification for Layoff (DHS)

This Letter of Agreement is entered into between the Department of Administrative Services, Labor Relations Unit (Employer), on behalf of the Department of Human Services (DHS) and SEIU Local 503, OPEU (Union).

The purpose of this Agreement is to clarify the classification to be utilized during the DHS Layoff scheduled for 1-17-06 in instances where an affected employee has a new or revised class allocation appeal or reclassification appeal pending final resolution at the time seniority credits are frozen on or about 11-1-05. The intent of the Parties is to identify the Article 70 and related sub Article provisions as having a priority over the Article 81 provisions when both processes are occurring simultaneously.

Specifically, it is agreed that:

1. Classification for layoff purposes is the employee's classification of record on the date the seniority list is frozen.

2. Classification changes (reallocations, reclassifications) approved for implementation after the seniority list is frozen, but before the layoff effective date, will not be implemented until the day after the layoff date at the earliest and shall not be arbitrarily delayed.

3. Both the incumbent and bumping in employee cannot equally benefit from a successful change in Admin or Trades Study allocation change, whether requested by the Agency or employee appeal (e.g., both be reallocated, both have recall rights to the higher class, etc.).

   (a) Bumped out employees should benefit from reallocation for pay purposes up to the layoff date and be eligible for recall back to the reallocated class.
   (b) Bumping in employees should receive benefit for pay purposes beginning the effective date of landing in the new class until or unless management removes the higher level duties. Recall rights should be to the employee's former classification, rather than to the newly designated class for the bumped into position.

4. Both the incumbent and bumping in employee cannot equally benefit from a successful Agency requested reclassification or employee initiated classification appeal.

   (a) Bumped out employees should benefit from reclassification for pay purposes up to the layoff date.
   (b) Bumping in employees should receive benefit for pay purposes beginning the effective date of landing in the new class until or unless management removes the higher level duties. Recall rights should be to the employee's former classification, rather than to the newly designated class for the bumped into position.

5. Pay will be reconciled, as appropriate, for employees laid off or bumped out of positions affected by a successful reallocation or reclassification.

6. This Letter of Agreement is intended to be precedent setting.

7. This Letter of Agreement will continue for the duration of the 2009-2011 Contract term.

LETTER OF AGREEMENT 80.00-09-181

Article 80--Change in Classification Specifications

Classification Study

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer), and the SEIU Local 503, OPEU (Union).

1. The Department of Administrative Services agrees to perform a study to include the following classifications during the 2009-2011 biennium and will complete the study no later than 4/1/11. The Parties will negotiate salary ranges and implementation language during the 2011-2013 successor negotiations.

GENERAL CLERICAL / TECHNICAL STUDY

Office Assistant 1
Office Assistant 2
Office Specialist 1
Office Specialist 2
Administrative Specialist 1
Administrative Specialist 2
Executive Support Specialist 1
Executive Support Specialist 2
Public Service Rep 1
Public Service Rep 2
Public Service Rep 3
Public Service Rep 4
Data Entry Operator
Word Processing Technician 1
Work Processing Technician 2
Word Processing Technician 3
Office Coordinator
Executive Assistant
Data Entry Control Technician
Student Office Worker
Legal Secretary

BEHAVIORAL HEALTH
Clinical Psychologist 1
Clinical Psychologist 2
Habilitative Training Tech 1
Habilitative Training Tech 2
Habilitative Training Tech 3
Mental Health Security Tech
Mental Health Specialist
Mental Health Therapist 1
Mental Health Therapist 2
Mental Health Therapy Coordinator
Mental Health Therapy Shift Coordinator
Mental Health Therapy Tech
Psychiatric Social Worker
Transporting Mental Health Aide

2. The State will complete the following classification studies within sixty (60) days of signing the 2009-2011 Collective Bargaining Agreement:

   (a) Payroll Technician Classification Study
   Includes payroll related positions from the classifications of Accounting Technician 1, 2, and 3.

   (b) Health Study Work Package 1 - Nursing, to include the following classifications:

   Client Care Surveyor
   Health Care Investigator
   Institution RN
   Licensed Practical Nurse
   Nurse Practitioner
   Public Health Nurse 1
   Public Health Nurse 2
   Staff Development Nurse

3. The State intends to initiate the following classification studies within the 2009-2011 biennium:

   (a) Health Study Work Package 3 - Pharmacy and Physicians, to include the following classifications:

   Medical Consultant
   Pharmacist
   Pharmacy Technician 1
   Pharmacy Technician 2

   (b) Health Study Work Package 4 - Healthcare, hard to fill, to include the following classifications:

   Clinical Dietician
   Communicable Disease Investigator
   Epidemiologist 1
   Epidemiologist 2
   Medical Records Consultant
   Medical Records Specialist
   Medical Review Coordinator
   Medical Transcriptionist 2
   Nutrition Consultant
   Public Health Educator 1
   Public Health Educator 2
   Public Health Toxicologist
   Public Health Veterinarian

   (c) Health Study Work Package 5 – Lab, to include the following classifications:

   Medical Lab Technologist
   Medical Laboratory Tech 1
   Medical Laboratory Tech 2
   Microbiologist 1
   Microbiologist 2
   Microbiologist 3

   (d) Health Study Work Package 6 – Dentistry, to include the following classifications:

   Dental Assistant
   Dental Hygienist

   (e) Health Study Work Package 7 – Imaging, to include the following classification:

   Radiologic Technologist

   (f) Health Study Work Package 8 - PT, OT, Speech, to include the following classifications:

   Certified Occupation Therapist Assistant
   Licensed Physical Therapy Assistant
   Occupational Therapist
   Physical Therapist
   Speech/Language Pathologist

LETTER OF AGREEMENT 86.50-05-132

Article 86.5--Workload Prioritization

(Special Agencies Coalition Except WRD, OSL, DAS, OSAC, DCBS, DVA, WCB, OWEB, Board of Nursing)

Employees may request assistance from their immediate supervisor to establish or adjust priorities in order to carry out their work assignments. The supervisor will respond to such requests in a timely manner, unless the request is deemed to be inappropriate or excessive. The response may be oral or in writing as determined by the supervisor.

LETTER OF AGREEMENT 90.2EG-99-35

Article 90.2E,G--Work Schedules

Sixteen Hour Shifts (EOTC/BMRC)

This Letter of Agreement is entered into between the State of Oregon Department of Administrative Services (hereinafter the "Employer") on behalf of Eastern Oregon Training Center and Blue Mountain Recovery Center (hereinafter the "Agency"), and the SEIU Local 503, OPEU (hereinafter the "Union").

1. This Agreement establishes a special weekend shift schedule. While the Agency and the Union agree that the special weekend schedule has potential to be demanding, employees on the special weekend shift schedule shall have the option of transferring to their choice of available vacancies after thirty (30) days and no later than forty-five (45) days after the first day worked on the special weekend shift.

2. The special weekend shift schedule shall consist of two (2) sixteen (16) hour shifts each week; one (1) shift on Saturday, and one (1) shift on Sunday and one (1) additional eight (8) hour shift

assigned Monday through Friday, totaling forty (40) hours in an established time of seven (7) consecutive twenty-four (24) hour periods. To implement the special weekend shift schedule the additional eight (8) hour day will be assigned by seniority according to the employee's preference. After implementation the Agency will determine the additional eight (8) hour day for vacancies based on staffing needs.

The sixteen (16) consecutive hours of work, except for interruption of any unpaid meal periods, shall constitute a regular scheduled workday. There shall be two (2) thirty (30) minute lunch periods per sixteen (16) hour shift, as near as possible to the midpoint of each eight (8) hour period. To implement the special weekend shift schedule employees shall choose either two thirty (30) minute, paid, on duty, lunch periods per sixteen (16) hour shift or two thirty (30) minute, unpaid, off duty, lunch periods per sixteen (16) hour shift - in either case to be as near as possible to the midpoint of each eight (8) hour period. After implementation the Agency will determine the lunch period choice for vacancies based on staffing needs. There shall be four (4) fifteen (15) minutes paid, on-duty, rest periods per sixteen (16) hour shift, as near as possible to the midpoint of each four (4) hour block. There shall be no overtime paid per their scheduled two (2) sixteen (16) hour shifts.

3. The Parties recognize the significance of this special weekend schedule and agree that the Agency will select employees on the basis of those individuals having seniority as defined in Article 45.2C,D,E,G,H, Section 2(a), who have the special qualifications to perform the job and who request the transfer. Special qualifications include:
   - An acceptable attendance history as defined by no instances of unauthorized leave without pay in the last twelve (12) month period; and, ability to work independently as defined by no instances of disciplinary action in the last six (6) month period.
   - It is further recognized and agreed by the Parties and the employees that extraordinary attendance is mandatory for continuation in the special weekend shift schedule. Accordingly, Management may discontinue the special weekend shift schedule and place them in other workweek schedule assignments at any time, if the employee absents themselves without authorized leave. In addition, given reasonable concerns, the Agency may require, at each employee's expense, a statement from a physician, in a form prescribed by the Agency, that the employee is capable of working the full special weekend shift schedule before being allowed to continue on the special weekend shift schedule.

4. It is understood that the Agency may elect to discontinue the special weekend shift schedule. The Agency, however, will provide the bargaining unit members with thirty (30) days advance notice before discontinuing the use of the special weekend shift. Upon cancellation, the Agency shall place employees in other regular workweek schedule assignments per the contract in effect at the time the shift schedule is discontinued.

5. To accommodate the special weekend work schedule change, the Parties agree that the following Articles in their 2005-2007 Collective Bargaining Agreement are modified, as indicated, to provide for the implementation and maintenance of the special weekend shift schedule:
   - Article 20--Discipline and Discharge, is hereby modified to provide that the Article does not apply if the special weekend shift schedule was discontinued and they are assigned to a regular workweek schedule because of attendance problems. However, removal from the special weekend shift schedule and assignment to the regular workweek schedule may be utilized as an early step of progressive discipline in performance-related matters and such removal is subject to Article 21--Grievance and Arbitration Procedure.
   - Article 32--Overtime, is hereby modified to provide that each employee will be paid straight time for the total sixteen (16) hours.

   Each employee will be scheduled for eight (8) additional work hours to equal a forty (40) hour workweek. Time and one-half (1 ½) will be paid for hours in excess of the two (2) sixteen (16) hour shifts and one (1) eight (8) hour shift in the seven (7) consecutive twenty-four hour (24) periods.

   (See Letter of Agreement 32.00-99-16.)
   - Article 56--Sick Leave, is hereby modified to provide that employees assigned to the special weekend shift schedule prorated basis must schedule time off in blocks of no less than four (4) hours on Saturdays and Sundays and two (2) hours on week days.
   - Article 58--Holidays, is hereby modified to provide that each employee shall be paid in cash, unless compensatory time off is requested by the employee, at the overtime rate of time and one-half (1 ½) for recognized holidays that actually fall on the weekend, provided each employee works the full sixteen (16) hour shift. Likewise, when the affected employee is scheduled and works on the recognized holiday which falls on the weekday the affected employee is actually scheduled to work the eight (8) hour shift, the affected employee will be paid, unless the employee requests compensatory time off, at the overtime rate of time and one-half (1 ½) for the full eight (8) hour shift, provided she/he works the full eight (8) hour shift, or the affected employees will be scheduled off with holiday straight time pay to count towards the forty (40) hour workweek.
   - Article 66--Vacation Leave, is hereby modified to provide that employees assigned to the special weekend shift schedule must schedule time off on Saturdays and Sundays in blocks of no less than four (4) hours.
   - Article 66.2--Vacation Scheduling, is hereby modified so that time off must be scheduled off in blocks of no less than four (4) hours.
   - Article 70--Layoff and Recall, shall be followed, except:
     A) Where an employee has received notice of layoff from a regular five (5) day, eight (8) hour position:
        1. In order to "bump" into a special weekend schedule position the employee must have an attendance pattern necessary for the special weekend schedule; and,
        2. Must desire a sixteen (16) hour shift. If an employee does not desire a sixteen (16) hour shift, the employee may displace the employee with the lowest service credits in a position outside the special weekend shift.

     B) Where employees are recalled to work a sixteen (16) hour shift, they must have:
        1. An attendance pattern necessary for the special weekend shift schedule;

2. Must be physically capable of working sixteen (16) hour schedules two (2) days in a row; and,
3. A desire to work a sixteen (16) hour shift. An employee who passes on a sixteen (16) hour shift retains his/her position on the recall list.

- Article 121.2--Education, Training and Development, shall be followed noting that Article 40, Section 2 will be followed if training needs require a schedule change.

6. Employees agree that their employment for the Agency is their primary employment and will not allow any other form of outside employment to interfere with their ability to perform their assigned duties on the special weekend shift schedule. Repeated incidents of outside employment interfering with the employee's ability to perform their assigned duties may result in the Agency revoking the special weekend shift schedule.

7. The cancellation or discontinuance of the application of the provisions of this Agreement is excluded from the grievance process.

8. The Parties agree to meet forty-five (45) days from the implementation date of this Agreement to discuss and review the progress of the special weekend schedule. SEIU Local 503, OPEU Local 391 may initiate such meetings. The Agency agrees to meet with the Local before exercising its final cancellation right outlined above.

9. This Letter of Agreement is non-precedent setting and expires on June 30, 2011, unless extended by mutual agreement.

LETTER OF AGREEMENT 90.3A-99-36

Article 90.3A--Work Schedules

Motor Carrier Enforcement Officers (ODOT)

This Letter of Agreement is entered into between the Department of Administrative Services, Labor Relations Unit, on behalf of the Oregon Department of Transportation, and the SEIU Local 503, OPEU.

In the interest of cooperation and team building between the Parties and to minimize potential problems related to the scheduling process for the ODOT Motor Carrier Transportation Division, the Parties agree that:

1. In the developing of district schedule formats, individual employees may waive specific provisions of Article 90.3A, Section 1(c) and (f) when there is written mutual agreement between an individual employee and their supervisor, and such agreements do not result in overtime or FLSA violations.

2. Employee shifts and days off will not be final until they are officially scheduled and posted in accordance with Article 90.3A, Section 1(a) "...seven (7) calendar days prior to the effective date of the schedule"; (changes to the posted schedule are governed by Article 40.3--Penalty Pay, 90.3A--Work Schedules, and related Letters of Agreement two (2)).

3. Nothing in this Agreement is intended to restrict management's rights to determine work schedules consistent with Articles 90, 90.3A, and related Letter of Agreement, to schedule employees subject to operational needs including trials, training/crew meetings, special operations, etc.

This Letter of Agreement in no way is intended to resolve any current grievances.

Waivers shall remain in effect only to the extent that they relate to the agreed upon schedule.
The Parties agree that this Letter of Agreement shall continue for the duration of the Collective Bargaining Agreement.

LETTER OF AGREEMENT 90.3A-99-37

Article 90.3A--Work Schedules

Astoria Drawbridge Operators (ODOT)

The Parties agree that the Astoria Drawbridge Operators will continue to work a schedule of fixed shifts.

The agreed upon schedule will be reviewed by management and the crew on or about June 1 annually. The purpose of this review is to informally discuss the effectiveness of the schedule and consider changes which either Party may propose.

- It is agreed that the purpose of the review on or about June 1 is to allow the crew to vote to stay on fixed shifts or to change to a schedule of rotating shifts.
- It is further agreed that any vacant position will be offered to employees on the crew who qualify for the position on a seniority basis.

To implement this schedule, the employees agree to forgo all forms of penalty pay and overtime payments to which they would otherwise be entitled.

It is further agreed that this work schedule satisfies the intent of previous work schedule Letters of Agreement for the Astoria Drawbridge Operators.

LETTER OF AGREEMENT 90.3A-09-192

Article 90.3A--Work Schedules

Scheduling (ODOT)

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Department of Transportation (Agency) and the SEIU Local 503, OPEU (Union).

The Parties agree to the following:

Article 90.3A, Section 1(a) is modified to read:

Employees who receive fewer than seven (7) calendar days' notice of work schedule changes shall be compensated as follows: For each day that the required notice is not given, the employee shall be entitled to a penalty payment of three (3) hours of straight time pay in addition to the appropriate pay for the hours worked. The penalty payment shall continue until the notice requirement is met, or the employee is returned to his/her prior schedule, whichever occurs first. The day that notice is given shall count as the first calendar day.
This penalty payment may not be paid for a change in reporting time, nor may it be paid in addition to reporting time penalty pay, pursuant to Article 40.3. ODOT shall designate a unique payroll code used exclusively for schedule change penalty pay.

This Letter of Agreement shall remain in effect until June 30, 2011.

LETTER OF AGREEMENT 90.3E-09-183

Article 90.3E--Work Schedules - ODFW

Ocean Salmon and Columbia River Program (OSCRP)

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the SEIU Local 503, OPEU (Union).

For the Ocean Salmon and Columbia River Program (OSCRP) only:

Employees on flexible work schedules, whose written work schedules are posted, will have the written schedules posted no later than Thursday at 5:00 p.m., for the following week, when possible. Adjustments to the schedules may be made subject to the operating needs of the Agency or by mutual agreement between the employee and the immediate supervisor. Employees on flexible schedules shall not be eligible for work schedule premium pay.

The ODFW Labor/Management Committee will review the data for OSCRP for a one (1)-year period (from July 2009 through June 2010) at the September 2010 Labor/Management meeting to see how often the schedule changed for the following week and the ability of the program to post the schedules on Thursday (or some other appropriate deadline). Based on the results of this data, the Labor/Management Committee may make recommendations for modifications to the schedule posting process for the OSCRP schedules.

This Letter of Agreement will expire on June 30, 2011.

LETTER OF AGREEMENT 101.2C-99-40

Article 101.2C--Safety and Health

Patient Transportation (OSH)

This Letter of Agreement is entered into by the SEIU Local 503, OPEU (Union), and the State of Oregon (Employer), on behalf of Oregon State Hospital.

The Salem Campus of Oregon State Hospital will ensure that sufficient vehicles used to transport patients will be properly equipped with safety barrier and/or proper restraint equipment to allow for safe physical control of patients based on clinical status of the patient being transported as determined by the hospital.

This Letter of Agreement expires June 30, 2011, unless negotiated into a successor agreement.

LETTER OF AGREEMENT 106.00-07-157

Article 106--Labor-Management Committees

Statewide Labor-Management Committee Prep Time & Training

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the SEIU Local 503, OPEU (Union).

The Parties agree that agencies, upon request, will adjust their current scheduled time of the Agency's Statewide Labor-Management Committee meeting by up to thirty (30) minutes so the Union Committee members can meet prior to the commencement of the joint meeting. This language shall not preclude the Agencies from granting more than thirty (30) minutes preparation time or from granting preparation time for regional committees.

Upon mutual agreement, the parties will identify and use available resources to provide joint training about the intent and conduct of Labor-Management Committees for the Agency's Statewide Labor-Management Committee. This training will be on paid work time if provided during the member's regular work schedule, or if the Employer approves a work schedule change, including shift trades, without penalty payment pursuant to Article 40--Penalty Pay.

The Parties will jointly coordinate the training and jointly determine the curriculum.

LETTER OF AGREEMENT 106.1M-07-153

Article 106.1M--Labor-Management Committees

Time & Travel (DHS)

DHS employees appointed to the Statewide Non-Institutions Labor-Management Committee and/or SDA Labor-Management Sub-Committee shall have the following entitlements as agreed to by DAS on behalf of DHS and SEIU:

1. Employees will be in pay status during time spent in Committee meetings as well as travel from their worksite to the meeting and back, unless prior authorized to initiate travel from home. Time spent outside of the employee's scheduled working hours will be unpaid.

2. The Union will be responsible for all other employee expenses related to lodging and/or travel.

3. Employees will not be in pay status during time spent in Union prep meetings and regularly scheduled lunch breaks.

4. Employees are expected to timely report back to their worksite following the end of the meeting and related travel time. Otherwise, employees may temporarily adjust their schedule or request time off as long as such request is made in advance and approved by their immediate supervisor or designee.

5. The UBP code should be used to record the time taken for all Labor-Management Committee meetings and related travel on monthly timesheets.

LETTER OF AGREEMENT 121.00-99-41

Article 121--Education, Training, and Development

"Violence in the Workplace" Training Program

This Agreement is between the State of Oregon, acting through the Department of Administrative Services (Employer) on behalf of Agencies covered by the Master Agreement and the SEIU Local 503, OPEU (Union).

The Parties agree to the following:

The Agency agrees to offer on an on-going basis to employees, the training program developed by Oregon OSHA entitled, "Violence in the Workplace," or some other suitable Agency programs, as determined by the Agency.

Employees authorized to attend the training during their scheduled shift will be on paid release time not to include overtime.

LETTER OF AGREEMENT 122.5B-05-130

Article 122.5B--Uniforms and Protective Clothing

Coveralls & Rain Gear (Water Resources)

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Water Resources Department (Agency) and the SEIU Local 503, OPEU (Union).

1. Subject to supervisory approval, Agency employees may request that the Agency provide coveralls and/or rain gear to them. Up to two (2) pair of coveralls and one (1) rain gear set (jacket and bib overalls) will be provided by the Agency at no cost to the requesting employees.

2. The coveralls and rain gear shall remain Agency property and will be returned to the Agency upon termination of employment. The color, type and quality of the coveralls and rain gear shall be determined by the Agency. Damaged coveralls or rain gear will be replaced by the Agency if the Agency determines that the damage requires replacement. Coveralls and rain gear which are damaged or lost as a result of an employee's gross negligence will be replaced by the employee. Coveralls and rain gear shall be used only while the employee is on duty. Laundering of the garments according to the manufacturer's directions is the employee's responsibility.

3. This Agreement shall not establish a precedent in any current or future negotiations between the Parties.

This Letter of Agreement expires June 30, 2011.

LETTER OF AGREEMENT 00.00-99-44

Human Resource Building Joint Wellness Committee

This Agreement is entered into between the Department of Administrative Services (DAS) of the State of Oregon (Employer) and the SEIU Local 503, OPEU (Union). The purpose of this Agreement is to settle the demand to bargain SEIU Local 503, OPEU made in January 1994 over the unilateral implementation of the Play for Health wellness activity awarding cash prizes.

1. The Parties agree that there shall be a Human Resource Building (HRB) Joint Wellness Committee which shall be comprised of at least one (1) Union representative, at least one (1) Employer representative and all other committee members shall be volunteers.

2. The Parties agree that the HRB Joint Wellness Committee shall have the authority to create or dissolve the Committee itself.

3. The Parties agree that should the HRB Joint Wellness Committee decide that economic incentives (including but not limited to, cash prizes or time off) are necessary to promote wellness that the Committee will request the appropriate representatives from the Employer and the Union assist them to bargain over the economics. The Parties agree that they will bargain and attempt to reach agreement (Letter of Agreement) over the economic incentives.

LETTER OF AGREEMENT 00.00-99-45

Employee Recognition Plan (DHS/DDS)

This Letter of Agreement is entered into between the Department of Administrative Services, Labor Relations Unit, on behalf of the Department of Human Services, and the SEIU Local 503, OPEU.

The Parties agree that the Employee Recognition Plan for the Disability Determination Services will be in effect unless the Parties mutually agree to terminate the Plan earlier.

Every employee may submit ballots nominating one (1) or more coworkers for recognition. The ballots must be signed. Employees cannot nominate themselves. The ballots will be reviewed, and any ballot that contains possible offensive or inappropriate comments will be excluded. These exclusions will be shown to the Union designee.

On the first working day of each month, a random entry will be selected from the ballot box and the winner announced. The first month the drawing will be selected from the ballot box and subsequently each winner will be drawn by the previous month's winner. An employee who wins the drawing will not be eligible for the drawing in subsequent months. All acceptable ballots will then be collected and posted on the bulletin board.

Each winner shall receive one-half (½) of a working day (four (4) hours) time off and a $25.00 gift certificate from a restaurant of management's choosing. Management is not eligible for these prizes, although they can be nominated and receive recognition.

This Agreement is effective upon date of final signature through June 30, 2011.

LETTER OF AGREEMENT 00.00-99-46

Joint Committee on Salary Surveys

This Agreement is entered into by the State of Oregon, acting through its Department of Administrative Services, Labor Relations Unit (Employer), and the SEIU Local 503, OPEU (Union).

The Parties agree to continue the joint committee of two (2) management and two (2) Union representatives to review appropriate market comparisons for the bargaining units' compensation, including methodology and data collection. The committee will also examine the State's relationship to market and make recommendations to the Governor for moving state compensation closer to market. This committee shall not enter into formal negotiations nor have recourse to the dispute resolution procedures for negotiations. This committee shall provide the update by October 1, 2008.

LETTER OF AGREEMENT 00.00-99-48

CDL--Drug Testing

This Agreement is by and between the State of Oregon, through its Department of Administrative Services, hereinafter called the "Employer," on behalf of the Department of Transportation, Department of Forestry, Department of Education, Department of Administrative Services, Department of Agriculture, Oregon State Hospital, Parks and Recreation Department and Oregon Department of Fish & Wildlife, hereinafter called the "Agency" and the SEIU Local 503, OPEU hereinafter called the "Union."
The Parties agree to the following:

Section 1. Application.
This Agreement covers all SEIU Local 503, OPEU-represented employees who are required to possess a commercial driver license and perform safety-sensitive functions in all Agencies where the Union is the bargaining agent. This Agreement is specifically limited to meeting the alcohol and drug testing requirements pursuant to Federal Department of Transportation regulations for CDLs and applicable law.

Section 2. Term of Agreement.
This Agreement ends June 30, 2011 except as otherwise noted.

Section 3. Payment for Testing.
Agencies will pay for random, reasonable suspicion, post-accident and return to duty testing. If an employee wants additional tests conducted, the employee pays for the test. As used herein, a drug test may include both the initial test and confirmation of a single specimen.

Where an employee with a positive alcohol/drug test result is offered a last chance agreement by the Agency, which the employee signs, the Agency will pay for the first six (6) follow-up tests required by the certified substance abuse professional.

Section 4. Pre-Employment Testing.
A pre-employment drug test will be conducted under the following conditions, except where conditions listed in Part 382.301(b)(c) are met:

(a) New hire to the Agency, unless the employee meets the requirements outlined in the regulations.
(b) Return from layoff.
(c) Reemployed as a seasonal employee.
(d) Promotions, demotions and transfers where the employee moves into a position that requires a commercial driver license.
(e) Where an employee possesses a commercial driver license and receives a new assignment requiring the possession of a CDL yet does not change positions.

Section 5. Consequences of Positive Tests.
When an Agency receives notice of an employee's positive test, the Agency will take one (1) or more of the following actions in addition to removing the employee from safety-sensitive functions.

(a) Random, Reasonable Suspicion and Pre-Employment Tests.
    1. Temporarily assign the employee to non-safety-sensitive functions;
    2. Allow an employee to take accrued leave or leave without pay pursuant to the requirements of the Agreement if the Agency does not assign non-safety-sensitive functions;
    3. Refer the employee to rehabilitation and last chance agreement;
    4. Take disciplinary action pursuant to the requirements of the Agreement.

    In the case of pre-employment testing for promotions, demotions or transfers where the employee is moving from a position that does not require a CDL to a position that requires a CDL, an additional option is to rescind the appointment.

(b) Post Accident, Follow-Up and Return to Duty Testing.
    This Agreement does not waive employee rights under Part 382.505 as it applies to alcohol test results of 0.02 to 0.039.

    The Parties acknowledge that an Agency, at its own discretion, may decide to offer a last chance agreement to an employee as an alternative to termination. However, nothing in the Master Agreement or this Agreement shall preclude an Agency from issuing a lesser form of discipline in conjunction with offering a last chance agreement. Last chance agreements will not include blood testing or additional follow-up testing not required by the certified substance abuse professional. The duration of a last chance agreement shall be for a period of five (5) years starting from the effective date of the last chance agreement. After the five (5) year period, the last chance agreement will be removed from the employee's personnel file.

Section 6. Use of Leaves.

(a) An employee will be granted Agency time for actual testing, traveling to and from the test site if such travel is required and for meeting with the Medical Review Officer if such meeting is necessary.
(b) An employee who tests positive in a random, reasonable suspicion or post-accident test can use any accrued leave or leave without pay pursuant to the terms of the Agreement when removed from his/her position when the Agency does not assign the employee non-safety-sensitive functions to perform.
(c) An employee can use accrued leave or leave without pay pursuant to the terms of the Agreement to enroll in and participate in a rehabilitation program and for meeting with the certified substance abuse professional if such meeting is required.
(d) If test results are later found to be negative, and the employee used accrued leave when removed from a safety-sensitive function, the employee's leave accrual balance will be restored.

Section 7. Refusal to Test. An employee will be terminated pursuant to the requirements of the Agreement.

Section 8. Definition of "Accident" for Purposes of Post-Accident Testing. The definition of "accident" shall be the same as the definition contained in Part 390.5 of the Federal Regulations. Post-accident testing shall be limited to the driver of the commercial motor vehicle pursuant to Part 382.303(a) of the federal regulations.

Section 9. Status of Person on Return from Layoff and Seasonal Rehire. The consequences for a person on a return from a layoff list or seasonal rehire list as a result of a positive test will be the following:

(a) Return from Layoff.
    1. Alcohol test results of 0.04 or greater or a positive drug test. Upon notice from the employee, the Agency will consider that he/she exercises his/her one (1) right of refusal under the Agreement and continues on the list pursuant to the terms of the Agreement.
    2. Alcohol test results of less than 0.04. The Agency will require that the employee take a return to duty test. If the test is negative, the person will be hired. If the alcohol test is positive, the employee will notify the Agency that he/she is exercising his/her one (1) right of refusal under the Agreement and will continue on the list pursuant to the terms of the Agreement.
(b) Seasonal Rehire.
    1. Alcohol test result of 0.04 or greater or positive drug test. The person will not be rehired, but can reapply under reemployment conditions.
    2. Alcohol test results of less than 0.04. The Agency will require that the person take a return to duty test. If the test is negative, the person will be hired. If the test is positive, the person will be denied the position and can reapply under reemployment conditions.

Section 10. Employees Authorized to Require Reasonable Suspicion Testing. In addition to supervisors, an SEIU Local 503, OPEU-represented employee may be assigned to require reasonable suspicion testing of an employee only when:

(a) The employee has been formally assigned in writing to perform the responsibilities of a management service position, and,
(b) The employee has been trained to determine "reasonable suspicion" in accordance with the Federal regulations covering alcohol and drug testing for commercial drivers.

Section 11. Requested Written Information.

(a) Upon request of the affected employee or Union representative,

the Agency will provide to the affected employee or Union representative written verification of a positive drug test after the Agency receives such written verification of a positive drug test.

(b) The number of random drug tests conducted and the number of positive drug tests will be sent to the Union on a quarterly basis.

(c) Upon the Union's written request, the Agency will obtain from the State Contractor, the location of prior random drug testing for the previous calendar quarter for the Agency for which the Union seeks such information. The Union shall pay any costs associated with obtaining the information requested by the Union.

LETTER OF AGREEMENT 00.00-99-49

Telecommuting

This Letter of Agreement is entered into between the State of Oregon by the Department of Administrative Services, Labor Relations Unit, on behalf of the State of Oregon, and the SEIU Local 503, OPEU.

Upon request, the Agency will provide to the Union a copy of its telecommuting policy and the names, business addresses and telephone numbers of all bargaining unit employees who telecommute or whose official work station is at their residences.

LETTER OF AGREEMENT 00.00-99-51

Child Welfare Partnership (PSU/DHS)

This Letter of Agreement is entered into between the State of Oregon by the Department of Administrative Services, Labor Relations Unit on behalf of the Department of Human Services (DHS), and the SEIU Local 503, OPEU, (hereinafter referred to as the Union).

The Department of Human Services and Portland State University have jointly formed the Child Welfare Partnership. This Agreement covers DHS employees who are hired by PSU into the positions listed at the end of this Agreement, hereinafter defined as incumbents. As Portland State University (PSU) employees, such incumbents will be subject to the provisions of the Collective Bargaining Agreement between the Union and the Oregon University System (OUS).

This Agreement will also cover additional Child Welfare Partnership training unit positions established by PSU and funded through contract with the DHS. Once added, employees in such positions will also be defined as incumbents.

Given the history and nature of these Child Welfare Partnership positions and the unique relationship between these employees and DHS, the intent of this Agreement is for DHS to hold incumbents harmless as they move back into DHS positions. Towards this end, the following provisions will apply:

- Article 29 – Salary Administration
  Incumbents who are hired back into DHS positions represented by SEIU Local 503, OPEU will have their starting salary governed by this Article.
- Article 32 – Overtime
  Compensatory time earned by incumbents while at PSU is not transferable. It must be paid in cash upon termination of employment from PSU.
- Article 45 – Filling of Vacancies
  DHS will consider the incumbents to be DHS employees for the purpose of filling DHS positions by transfer or Agency promotion.
- Article 53 – Voluntary Demotion
  Incumbents may apply for voluntary demotion to positions within DHS.
- Article 56 – Sick Leave
  Incumbents will be permitted to transfer all accrued sick leave to DHS.
- Article 66 – Vacation Leave
  Incumbents will be permitted to transfer up to the maximum accrual amount allowed by this Article to DHS from PSU and will accrue vacation in DHS at a rate that includes their years of service at PSU.
- Article 70 – Layoff
  Incumbents with immediate prior service in DHS have layoff rights first within the pool of positions covered by the Agreement at PSU and then to DHS. At DHS, layoff credits will be calculated per this Article. The Child Welfare Partnership positions will be considered as one (1) office. Geographic areas defined for DHS in the Collective Bargaining Agreement govern the options for any displaced employee.

Classification	Class #	Eff.Date	SR	PT/FT
Train.Spec.	C1332	7/1/94	26	FT

Duration

This Letter of Agreement will continue to apply as long as the positions remain in the Child Welfare Partnership or until modified by the Parties.

NOTE: There is a companion Letter of Agreement contained in the OUS-SEIU Local 503, OPEU Agreement regarding entitlements while at PSU.

LETTER OF AGREEMENT 00.00-01-70

CDL--Drug Testing (Temporary Employees)

This Agreement is by and between the State of Oregon, through its Department of Administrative Services, hereinafter called the "Employer," on behalf of the Department of Transportation, Department of Forestry, Department of Education, Department of Administrative Services, Department of Agriculture, Oregon State Hospital, Parks and Recreation Department and Oregon Department of Fish & Wildlife, hereinafter called the "Agency" and the SEIU Local 503, OPEU, hereinafter called the "Union."

The Parties agree to the following:

Section 1. Application.

This Agreement covers all SEIU Local 503, OPEU-represented temporary employees who are required to possess a commercial driver license and perform safety-sensitive functions in all Agencies where the Union is the bargaining agent. This Agreement is specifically limited to meeting the alcohol and drug testing requirements pursuant to Federal Department of Transportation regulations for CDLs and applicable law.

Section 2. Term of Agreement.

This Agreement ends June 30, 2011 except as otherwise noted.

Section 3. Payment for Testing.

Agencies will pay for random, reasonable suspicion, post-accident and return to duty testing. If an employee wants additional tests conducted, the employee pays for the test. As used herein, a drug test may include both the initial test and confirmation of a single specimen.

Section 4. Pre-Employment Testing.

A pre-employment drug test will be conducted under the following conditions, except where conditions listed in Part 382.301(b)(c) are

met:

(a) All initial temporary appointments and/or subsequent temporary appointments to the Agency, unless the employee meets the requirements outlined in the regulations.

(b) Where an employee possesses a commercial driver license and receives a new assignment requiring the possession of a CDL.

Section 5. Consequences of Positive Tests.

When an Agency receives notice of an employee's positive test, the Agency will take one (1) or more of the following actions in addition to removing the employee from safety-sensitive functions:

(a) Random, Reasonable Suspicion Tests.
   1. Temporarily assign the employee to non-safety-sensitive functions while awaiting the outcome of a requested split sample test;
   2. An employee shall be unscheduled while awaiting the outcome of a requested split sample test, if the Agency does not assign non-safety-sensitive functions;
   3. Terminate the temporary appointment.

(b) Pre-Employment Tests.
   1. In the case of pre-employment testing where the employee is moving from an assignment that does not require a CDL to an assignment that requires a CDL, an additional option is to rescind the appointment.
   2. In the case of initial or subsequent temporary appointments, the Agency shall rescind the offer of appointment.

Section 6. Agency Time.

An employee will be granted Agency time for actual testing, traveling to and from the test site if such travel is required and for meeting with the Medical Review Officer if such meeting is necessary.

Section 7. Refusal to Test. A temporary employee's appointment will be terminated.

Section 8. Definition of "Accident" for Purposes of Post-Accident Testing. The definition of "accident" shall be the same as the definition contained in Part 390.5 of the Federal Regulations. Post-accident testing shall be limited to the driver of the commercial motor vehicle pursuant to Part 382.303(a) of the federal regulations.

Section 9. Employees Authorized to Require Reasonable Suspicion Testing. In addition to supervisors, an SEIU Local 503, OPEU-represented employee may be assigned to require reasonable suspicion testing of an employee only when:

(a) The employee has been formally assigned in writing to perform the responsibilities of a management service position; and,

(b) The employee has been trained to determine "reasonable suspicion" in accordance with the Federal regulations covering alcohol and drug testing for commercial drivers.

Section 10. Requested Written Information.

(a) Upon request of the affected employee or Union representative, the Agency will provide to the affected employee or Union representative written verification of a positive drug test after the Agency receives such written verification of a positive drug test.

(b) The number of random drug tests conducted and the number of positive drug tests will be sent to the Union on a quarterly basis.

(c) Upon the Union's written request, the Agency will obtain from the State Contractor, the location of prior random drug testing for the previous calendar quarter for the Agency for which the Union seeks such information. The Union shall pay any costs associated with obtaining the information requested by the Union.

LETTER OF AGREEMENT 00.00-05-104

Employee Recognition Plan (DCBS and Oregon Medical Board)

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Department of Consumer & Business Services (Agency) and Oregon Medical Board (Agency) and the SEIU Local 503, OPEU (Union).

The Parties agree to the following:

1. The Agency will continue the Employee Length of Service Awards Program for eligible Agency employees. Employees will be eligible for an Agency pin or recognition item at five (5) year intervals with the exception of the five (5) year service award which will remain an Agency pin. Agency pins shall be consistent with current Agency designs. Recognition items are defined as part of this Agreement. No recognition item shall exceed fifty dollars ($50) in value which includes engraving. Should a recognition item exceed fifty dollars ($50) in value including engraving, the Employer and Union will meet to agree to a replacement recognition item. Each service award recipient shall receive a certificate denoting years of service.

2. Employees will have a choice of either selecting an Agency pin or one (1) of the recognition items described below or item similar to the items listed below:
   - Year 5: An Agency pin.
   - Year 10: An Agency pin or one (1) of the following recognition items:
     a) black clear 4"x4" square plaque;
     b) brass business card holder; or
     c) 4" circular acrylic black plaque.
   - Year 15: An Agency pin or one (1) of the following recognition items:
     a) maple wood pen set;
     b) 6"x8" rectangle burgundy plaque; or
     c) any of the recognition items above.
   - Year 20: An Agency pin or one (1) of the following recognition items:
     a) black dome clock; or
     b) any of the recognition items listed above.
   - Year 25 to Year 40: An Agency pin or one (1) of the following recognition items:
     a) myrtle wood plaque; or
     b) any of the recognition items listed above.

3. This Agreement shall only apply to the Agency.

4. DCBS Only. This Agreement shall also apply to eligible Agency employees who did not receive a pin or recognition item as a result of the Agency terminating its program in October 2003.

5. This Agreement shall not establish a precedent in any current or future negotiations on the subject of Employee Length of Service Awards Programs.

6. This Agreement shall automatically expire June 30, 2011.

LETTER OF AGREEMENT 00.00-05-131

Critical Incident (DHS & Institutions)

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the SEIU Local 503, OPEU (Union).

Any employee who, during the performance of his/her work, is directly involved in an incident of on-duty violence, shall be allowed reasonable time off immediately after the incident to recover from any physical or psychological impairment or disability caused by the action. Directly involved means physically attacked or physically intervening in an attack of a staff member.

Such leave shall be charged against any accumulated time the employee has earned. The employee may decide the type of accumulated time against which this leave shall be charged. However, where an employee is receiving compensation through Workers' Compensation or other victim compensation relief, such charges will be made on a pro-rata basis not to exceed the employee's regular salary.

Any period of time beyond one (1) day necessary for purposes of readjustment shall be determined by the employee's physician or mental health practitioner. The Employer may require the employee to see a practitioner of the Agency's choice in order to verify the employee's practitioner's opinion.

LETTER OF AGREEMENT 00.00-05-137

Work Capacity Testing (Forestry)

This Agreement is by and between the State of Oregon, through its Department of Administrative Services, hereinafter called the "Employer," Department of Forestry, hereinafter called the "Agency" and the SEIU Local 503, OPEU, hereinafter called the "Union."

The Parties agree to the following:

Section 1. Application.

This Agreement covers all regular status SEIU Local 503, OPEU-represented Agency employees whose position description or assigned fire duties requires an Incident Command System (ICS) certification with an associated fitness level.

Section 2. Work Capacity Testing.

The Agency will utilize Work Capacity Tests (WCT) consisting of three (3) separate identified fitness levels in order to ensure that Agency employees assigned fire related duties in an ICS position with an identified fitness level meet the standard fitness level for their respective ICS position. The fitness level for each position shall be identified and shall be included in position descriptions no later than January 1, 2006, and shall identify the duties assigned which justify the fitness level. Employees will not be allowed to participate in a test more arduous than their ICS certification fitness level requires.

Work Capacity Testing is divided into three (3) separate levels of testing, depending on the fitness level associated with individual ICS positions as follows:

- Arduous: this Pack Test consists of completing a three (3) mile hike with a forty-five (45) pound pack over level terrain in forty-five (45) minutes or less.
- Moderate: this Field Test consists of completing a two (2) mile hike with a twenty-five (25) pound pack over level terrain in thirty (30) minutes or less.
- Light: this Walk Test consists of completing a one (1) mile hike over level terrain with no weight in sixteen (16) minutes or less.

Section 3. Pre-Test Medical Screenings.

The Agency will utilize a two (2) step risk screening process for all employees required to take a WCT. Both screenings must be completed prior to taking any level of WCT. The purpose of the two (2) step risk screening process will be to ensure that Agency employees can take the WCT or that they can perform their assigned fire duties without taking the test. Pre-test screenings will be provided to the employee at no cost, unless the employee chooses to use their own medical provider.

Cardiovascular Risk Assessment: This first assessment will be utilized to determine employee's level of cardiovascular risk, if any, and will be the first step in preparation for the second screening. This first step of the screening will consist of the following four components:

- blood glucose level identification;
- cholesterol level identification;
- blood pressure measure; and,
- body mass index calculation.

Health Screening Questionnaire: This will be the second step of the pre-test medical screening and will utilize employee information gathered from the previous Risk Assessment. Employee responses to this questionnaire will be masked (hidden) from any reviewer, preventing medical information from being seen by the reviewer. Employee specific health related information will be kept completely confidential throughout this process.

Pre-test medical screenings and WCT will be conducted on employee paid time.

Section 4. Test Administrators.

Test Administrators will inform employees of the results of the Health Screening Questionnaire. Test Administrators will be certified as Test Administrators.

Section 5. Medical Release.

Medical certification from a licensed physician of the employee's ability to take the WCT will be required when:

- The pre-test medical screening indicates the employee should not take the WCT without physician approval; or,
- The employee knows they have a medical condition that would require physician approval to take the test.

Medical certification from a licensed physician of the employee's ability to perform their assigned fire duties will be required when:

- The employee fails the WCT after their second attempt; or,
- The Employer has observed that the employee has difficulty performing their assigned fire duties.

Section 6. Test Administration.

Test Administrators are responsible for the collection of the Health Screening Questionnaire prior to allowing employees to test. Test Administrators are responsible for ensuring that while any employee testing occurs a certified Emergency Medical Technician (EMT) is present at the test site and has defibrillation capability on site.

Section 7. Costs.

(a) The pre-test medical screenings and WCT will be provided by the Department of Forestry at no cost to employees required to take the test.

(b) Releases obtained from licensed physicians as described in Section 5 will not be provided by the Department of Forestry. Any costs associated with those releases will be the responsibility of the employee.

Section 8. Conditioning Program.

The Employer shall develop a recommended WCT conditioning program in conjunction with Work Capacity Testing, as a component of the Statewide Safety Committee mission. The conditioning program will be completed no later than December 31, 2005. This conditioning

program will be made available to all DOF employees free of charge.

Section 9. Alternatives for Permanent Employees.

(a) Employees whose terms and conditions of hire did not include passing the WCT, who made a good faith effort to pass the WCT and are unable to pass the WCT, and are unable to obtain a medical release to perform their assigned duties shall be assigned alternate work consistent with their fitness level for the duration of the fire season.

(b) Employees whose terms and conditions of employment did include the WCT, who made a good faith effort to pass the WCT and are unable to do so, and are unable to obtain a medical release to perform their assigned tasks, may be provided suitable work, if available, consistent with their fitness level, for the duration of the fire season.

Section 10. Alternatives for Seasonal Employees.

Employees who made a good faith effort to pass the WCT, and are unable to do so, or are unable to secure a medical release to perform their assigned work will be recalled and, based on a review of their position description, provided suitable work, provided such work is available for the duration of the fire season. Alternatively, at the employee's choice, he/she may elect not to be recalled in which case he/she shall have his/her name returned to the recall list for the following season.

If, in the following season, the employee is again unable to pass the WCT or secure a medical release to perform their assigned work, and they were assigned suitable and available work in the prior season, he/she shall have his/her name returned to the recall list for the following season.

Following the fire season in which they have not been employed by DOF, if the employee is unable to pass the WCT or secure a medical release to perform their assigned work, they will be deemed to have resigned.

Section 11. Statistics.

DOF will maintain statistics during the course of this LOA period to include the following items of information:

(a) Employment status of those taking the WCT, i.e., seasonal or permanent by area;

(b) Numbers of persons who take the WCT, those who pass and those who fail by employment status;

(c) Number unable to take the WCT by employment status; and,

(d) Number of persons provided alternative work and the type of alternate work performed by employment status and area.

Between January and April 2008, the Parties will meet to review the statistics for the previous two (2) seasons.

Section 12. Effective Date.

This Letter of Agreement continues until June 30, 2011, unless extended or eliminated by mutual agreement of the Parties.

LETTER OF AGREEMENT 00.00-07-154

Employee Recognition Plan (ODFW)

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Department of Fish and Wildlife (Agency) and the SEIU Local 503, OPEU (Union).

The Parties agree to the following:

1. The Agency will continue the Employee Length of Service Awards Program for eligible Agency employees. Employees will be eligible for an Agency service award as defined below at five (5) year intervals. Service awards are defined as part of this Agreement. A service award shall not exceed fifty dollars ($50.00) in value including engraving. Should a service award exceed fifty dollars ($50.00) in value including engraving, the Employer and Union will meet to agree to a replacement service award.

2. Employees will receive the following service awards by years of service:

Years of Service	Awards (not to exceed $50.00)
5 or 10	Certificate, green print (5 year) or black print (10 year) AND one (1) of the items listed below: ▪ ODFW Small Belt Buckle OR ▪ ODFW Large Belt Buckle OR ▪ ODFW Key Chain OR ▪ Nissan Expandable Briefcase (black) with ODFW Logo and Employee Name
15, 20, 25 and 30+ in 5 year increments	Certificate, blue print (15 year), red print (20 year), silver print (25+ years) AND one (1) of the items listed below: ▪ Rosewood & Brass Card Holder ▪ Rosewood Name & Card Holder ▪ Arched Rosewood Clock ▪ Rosewood Clock with Nameplate ▪ Leatherman Multi-Tool ("BLAST") ▪ Carved Fish, Straight or Arched ▪ Wood Base for Certificate ▪ ODFW Meadowlark Medallion ▪ Nissan Expandable Briefcase (black) with ODFW Logo and Employee Name ▪ Any Item from the 5/10 Year Service Awards
Retirement	Plaque, gold color, wood base

3. This Agreement shall only apply to the Agency.

4. Employees who reach a service anniversary during 2006, 2007, or 2008 will receive their recognition item by December of the following year, e.g., employees with a 2006 anniversary will receive their award by December 2007.

5. This Agreement shall not establish a precedent in any future negotiations on the subject of Employee Length of Service Awards Programs.

6. This Agreement shall automatically terminate June 30, 2011.

LETTER OF AGREEMENT 00.00-09-166

Pilot Program--Performance Incentive Awards Plan For Services To Veterans

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (DAS) (Employer) on behalf of the Oregon Employment Department (OED) (Agency) and the SEIU Local 503, OPEU (Union).

1. The purpose of this Letter of Agreement is to authorize the Oregon Employment Department to establish a performance incentive awards program to encourage quality employment training and placement services for veterans as directed by Public Law (P.L.)107-288, Section 4112, United States Code Title 38, Chapters 41-43 and modified by P.L. 109-461. The Agency's pilot program will substantially follow the Performance Incentive Awards Plan for Services to Veterans. Eligible recipients, which include other SEIU-represented agencies and staff are defined in

the plan as: Community College Workforce Development Staff, workforce partners such as Dislocated Worker Program, and joint OED/WIA partners and one-stop office teams working on specific veteran events.

2. As the program is established on a pilot program basis, the Oregon Employment Department may, in its sole discretion, discontinue the program at any time by giving seven (7) days written notice to the Union.

3. Neither this Letter of Agreement nor any provision of the Program is subject to Article 21, Grievance and Arbitration Procedure.

4. This Letter of Agreement is effective upon signature and expires June 30, 2011.

LETTER OF AGREEMENT 00.00-09-189

Mandatory Unpaid Time Off

Flexibility for Four/Ten (4/10) Schedules (ODOT Excluding DMV)

This Agreement is entered into between the Department of Administrative Services (Employer), on behalf of the Oregon Department of Transportation excluding DMV (Agency), and the SEIU Local 503, OPEU (Union).

This Letter of Agreement clarifies Letter of Agreement 00.00-09-191, Section 5(f) and Section 8. The Parties agree to the following:

An employee who works a four/ten (4/10) work schedule and who requests a schedule change pursuant to Article 32, Section 5 and LOA 00.00-09-189, for the week of a mandatory unpaid day off, may have one (1) of the following options granted. Requests for months after October, 2009 shall be made with the Mandatory Unpaid Time Off request form. In case of a family or other bona fide emergency, employees must request a modified schedule no later than the start of the employees workweek. Supervisors shall not unreasonably or arbitrarily deny such requests.

1. The employee can work two (2) eleven (11) hour days and one (1) ten (10) hour day.

2. The employee can work one (1) twelve (12) hour day and two (2) ten (10) hour days.

3. The employee can work two (2) hours on the Mandatory Unpaid Time Off day.

4. The employee can switch to a five/eight (5/8) schedule for that week.

5. Other schedules that may work for the employee and the employer, to meet operating requirements.

A work schedule change request must be made with the Mandatory Unpaid Time Off request, in order to be able to utilize one of the above options. If no work schedule change request is made, the employee shall use accrued vacation, personal leave, compensatory time, or leave without pay for the remaining two (2) hours.

This agreement terminates June 30, 2011.

LETTER OF AGREEMENT 00.00-09-191

Mandatory Unpaid Time Off

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Agencies identified in Article 1 and the SEIU Local 503, OPEU (Union).

This Letter of Agreement shall become effective September 1, 2009 and automatically terminate June 30, 2011, unless the Parties agree to extend or amend its provisions.

To the extent this Letter of Agreement conflicts with any provisions of collective bargaining agreements, this Letter of Agreement shall prevail.

The Agreement is as follows:

1. The State will implement mandatory unpaid time off for affected employees as follows:

Tiers by Salary Rate	Number of Days
$2450 and below	10 days
$2451 to $3100	12 days
$3101 and above	14 days

   (a) Pro-rated share for less than full-time based on the employee's regularly scheduled hours.
   (b) Seasonal employees based on their regularly scheduled hours during the months in which they are employed.
   (c) Temporary employees will be unscheduled for mandatory unpaid time off.

2. Mandatory unpaid time off shall only be considered time worked for: a) holiday pay computations; b) vacation, sick leave and personal leave accrual; and c) Employer's insurance contributions.

3. Full-time employees shall take mandatory unpaid time off in eight (8)-hour blocks, unless otherwise provided in this Agreement.

4. Except for agencies or programs covered by Section 5 below, mandatory unpaid time off will be scheduled based on fixed office closures. The following days will be designated as office closure days:

   - Friday, October 16, 2009
   - Friday, November 27, 2009
   - Friday, March 19, 2010
   - Friday, April 16, 2010
   - Friday, June 18, 2010
   - Friday, August 20, 2010
   - Friday, September 17, 2010
   - Friday, November 26, 2010
   - Friday, March 18, 2011
   - Friday, May 20, 2011

   For OSAC and PERS, 2/15/10 and 2/21/11 will be substituted for 11/27/09 and 11/26/10. For the Board of Dentistry, 11/11/09 and 11/11/10 will be substituted for 11/27/09 and 11/26/10.

Employees who are mandated to take a greater number of mandatory unpaid time off than closure days, based on Section 1, will take the remaining mandatory unpaid time off as float days consistent with Section 5 below.

5. Floating Mandatory Unpaid Time Off

   (a) For agencies or programs designated by the Employer as non-closures (see list provided by the Employer on 6/22/09), employees will have their choice of days off, subject to operating needs. In the event that an agency receives additional positions from the 09-11 Legislature, the Employer will notify the Union of those positions that are subject to float days.

   (b) Employees subject to floating mandatory unpaid time off will submit a mandatory unpaid time off request form to their supervisors at least thirty (30) days prior to the start of each quarter and supervisors will respond no later than fifteen (15) days prior to the start of each quarter.

   (c) Mandatory unpaid time off requests for the same days will be determined pursuant to the specific provisions contained in Article 66.1 – 66.5 and related Agency provisions.

   (d) In an effort to ensure that the scheduling of time off is distributed throughout the term of this Agreement, mandatory unpaid time off will be scheduled on a quarterly basis unless there is mutual agreement between an employee and his or her supervisor to schedule more days in some quarters and fewer in others, but in no case no more than two (2) days (sixteen (16) hours) in a month.

   (e) If the mandatory unpaid time off is not scheduled or taken within the applicable quarter, then management reserves the right to ensure the mandatory unpaid time off is rescheduled and taken within the same quarter, if possible, or next quarter, (except for the last quarter in the biennium, during which management may reschedule such time during the same quarter).

   (f) The Agency shall not incur any penalty or overtime payment for adjustments to employees' schedules not to exceed a thirty-two (32)-hour workweek.

6. No employee will be required to use mandatory unpaid time off on a holiday. An employee is not precluded from requesting to use mandatory unpaid time off on a holiday pursuant to the above provisions.

7. Unless required by law, no employee shall be authorized to substitute any other types of unpaid absences or paid leave to replace mandatory unpaid time off.

8. If a closure day is scheduled on a day in which an employee is scheduled to work more or less than an eight (8)-hour workday, the employee, with supervisory approval, will adjust his or her schedule in a manner which is consistent with the practice that is used during a week in which there is a holiday. In either case, the employee's schedule will not exceed a thirty-two (32)-hour workweek. The Agency shall not incur any penalty or overtime payment for adjusting the employee's schedule.

9. An employee shall not work on a date designated as mandatory unpaid time off. However, in emergency situations based on operational needs, the Agency head or designee may require the employee to work. Pursuant to the Collective Bargaining Agreement, the Employer shall pay any appropriate call-in or penalty pay for requiring an employee to work on a scheduled day off. If the Employer requires an employee to work on a date designated as mandatory unpaid time off, the employee will have his or her choice of an alternate day, subject to the operating needs and the provisions of Section 5. A mandatory unpaid time off day, if canceled, may not be rescheduled more than once.

10. A regularly scheduled sixteen (16)-hour shift worker will be allowed to work eight (8) hours of the shift scheduled on a mandatory unpaid time off day.

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

    (a) If the alternate time is not scheduled or taken within the applicable quarter, then management reserves the right to ensure the mandatory unpaid time off is rescheduled and taken within the same quarter, or next quarter (except for the last quarter in the biennium, during which management may reschedule such time during the same quarter).

    (b) The Agency shall not incur any penalty or overtime payment for adjustments to employees' schedules not to exceed a thirty-two (32)-hour workweek.

12. Mandatory unpaid time off will not count as a break-in-service for purposes of seniority or employee salary eligibility date.

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

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

15. If a FLSA-exempt employee is permitted to work in excess of forty (40) hours in a workweek in which the employee takes mandatory unpaid time off, then such employee shall be eligible for pay at the rate of time and one-half (1 1/2x) for hours in excess of forty (40) hours that workweek.

16. For payroll purposes, mandatory unpaid time off shall be assigned a specific payroll code(s).

LETTER OF AGREEMENT 00.00-09-193

Mandatory Unpaid Time Off

Clarifications For Implementation

The Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (DAS) (Employer) and the SEIU Local 503, OPEU (Union). The parties agree to the following clarifications for implementation of the mandatory unpaid time off Letter of Agreement #00.00-09-189.

1. For purposes of a guideline, the tiered obligation for floating mandatory unpaid time off days has been equally split between the fiscal years in the biennium.

Tier	Sept. 2009 – June 2010	July 2010 – June 2011
1. $2450 and below	5	5
2. $2451 - $3100	6	6
3. $3101 and above	7	7

2. Requests for Floating Mandatory Unpaid Time Off Days for September through December 2009.

   Since the requirement to submit requests for floating mandatory unpaid time off days cannot be submitted thirty (30) days prior to the start of the quarter, the following will apply for such requests for September 2009 and the October-December 2009 quarter. Any time through October 15, 2009, employees may request to take up to two (2) float mandatory unpaid time off days in each month in this quarter. The supervisor will have up to fifteen (15) days to respond to the employee's request for the mandatory unpaid time off day.

3. Scheduling Floating Mandatory Unpaid Time Off for Newly-Hired, Reemployed, Recalled and Transferred Employees.

   At the time of an employment offer letter, the employee shall be given the dates in the current and/or next quarter that have been designated as floating mandatory unpaid time off days.

4. Seasonal Employee - Calculation of Mandatory Unpaid Time Off Obligation.

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

   (MS ÷ TM) × TO

   Formula Description:

   MS = Estimated number of months the seasonal employee will work during the period in which mandatory unpaid time off must be taken.
   TM = Total number of months during the 2009-2011 biennium during which mandatory unpaid time off must be taken (which is twenty-two (22) months).
   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 2010 and May through October 2011. The seasonal employee is expected to work both seasons. However, since the term of the Collective Bargaining Agreement begins September 1, 2009 and ends on June 30, 2011, only September and October 2009, May through October 2010, and May and June in 2011 count for determining the mandatory unpaid time off obligation. Consequently, there are nine (9) months of the employee's seasons in the biennium that count. The seasonal employee is in the top salary tier which has a maximum of fourteen (14) mandatory unpaid time off days. The calculation is the following:

   (MS ÷ TM) = (9 months ÷ 22 months) = .409
   TO = 14 days
   (9 ÷ 22) × 14 = 5.73 days
   Rounding to nearest whole number = 6 mandatory unpaid time off days (8 hours each).

   Part-time seasonal employee's mandatory unpaid time off obligation is prorated based on the scheduled hours for the part-time seasonal employee in the month. The same formula is used for part-time employees to calculate the number of days they are obligated to take. The mandatory unpaid time off obligation shall be prorated using the following formula as a guideline:

   (SSH/FTH) x 8 = MH

   Formula Description:

   SSH = The scheduled hours in a month for the part-time seasonal 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 seasonal employee.

   Example: Using the facts in the example used for full-time calculation (six (6) mandatory unpaid time off days), but adding that the part-time seasonal is scheduled to work three-quarter (3/4) time for the month. Three-quarter (3/4) time is equivalent to one-hundred thirty (130) hours (i.e., three-quarters (3/4) of the one-hundred seventy-three and thirty-three one-hundredths (173.33) full-time hours in a month). The calculation is:

   (130 hours / 173.33 hours) x 8 = 6 hours

   The three-quarter (3/4) time employee would take three-quarters (3/4) of a workday (i.e., six (6) hours) off for a mandatory unpaid time off day scheduled for the month.

   Seasonal employees employed multiple seasons and/or by multiple agencies, will be dealt with on an Agency-by-Agency basis to determine the number of mandatory unpaid time off days.

5. Demotions, Promotion, Reclassification Resulting in a Change in Salary Tier for Mandatory Unpaid Time Off.

   The effective date for a change in salary tier and a change in the mandatory unpaid time off obligation of an employee will be the effective date of the personnel action. However, if the effective date is after the fifteenth (15^{th}) of the last month in a quarter, the change will be effective the following quarter.

6. Unpaid Leaves (Including FMLA/OFLA, Military Leave, Workers Comp, Leave Without Pay) During Closures.

   For employees observing mandatory unpaid closure days, if an employee is on leave without pay when a mandatory unpaid time off closure day occurs, the employee will not be required to make up the missed mandatory unpaid time off day.

7. Unpaid Leaves (Including FMLA/OFLA, Military Leave, Workers Comp, Leave Without Pay) 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 leave without pay, the employee will be required to take or schedule the mandatory unpaid float day, unless the employee is on leave without pay for the entire calendar month.

   If an employee returns to work the fifteenth (15th) day or before in the last month of a calendar quarter, the employee shall schedule and take the mandatory unpaid float day in that quarter, or, with approval, may schedule one (1) mandatory unpaid float day in the following quarter.

8. Employees Returning to Work from Unpaid Leave Without Pay in the Last Month of a Calendar Quarter.

   If an employee returns to work from Leave Without Pay after the fifteenth (15th) day in the last month of a calendar quarter, the employee will not be required to take the floating mandatory unpaid time off for that quarter.

9. Scheduling of Vacation and Mandatory Unpaid Time Off.

   In Agencies where vacation schedules or comp time off must be requested in advance and the advance requests cover periods of time beyond the quarterly scheduling of mandatory unpaid time off days, the prescheduled vacation or comp time off shall take precedence over scheduling of mandatory unpaid time off days. However, the quarterly scheduling of unpaid time off shall take precedence over short term vacation or comp time off requests.

   Once mandatory unpaid time off has been scheduled, requests for vacation may be denied for operational reasons and cannot cause a rescheduling of mandatory unpaid time off days of other employees.

   Employees may schedule a mandatory unpaid time off day as part of their vacation request, (e.g., an employee may request a week's vacation that includes a mandatory unpaid time off day). Also, if an employee requests and is approved for vacation in the future, at the time of submitting his/her quarterly mandatory unpaid time off request form, for the quarter in which the vacation is approved, the employee may request to substitute mandatory unpaid time off for pending vacation time. However, in no case shall an employee take more than two (2) mandatory unpaid time off days in a month. If seniority is used as a tiebreaker or to bump a preapproved vacation, there shall be no substitution with mandatory unpaid time off days.

10. Scheduling of Pre-Approved Paid Sick Leave and Mandatory Unpaid Time Off.

    Employees who have pre-scheduled, paid sick leave (e.g., elective surgery, maternity leave, etc) may substitute a mandatory unpaid time off day for the pre-approved paid sick leave. The request to substitute is made at the time of submitting his/her quarterly mandatory unpaid time off request form for the quarter in which the sick leave is approved. However, in no case shall an employee take more than two (2) mandatory unpaid time off days in a month.

11. 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 workweek, as long as the workweek does not exceed thirty-two (32) hours, or at another time. If the remaining hours of mandatory unpaid time off to be made up are less than an employee's full scheduled workday, the employee may either split a workday (mandatory unpaid hours plus regular work hours) to make a full work shift or make alternate arrangements for the remainder of the shift, including but not limited to using appropriate accrued leave. If the remaining portion of the mandatory unpaid time off is not mutually scheduled or taken within the applicable quarter, then management reserves the right to ensure the remaining portion of the mandatory unpaid time off day is rescheduled and/or taken no later than the following quarter.

12. Adjusting the Mandatory Unpaid Time Off Day Off Obligation for Employees Hired After September 1, 2009.

    Employees hired after September 1, 2009, will have their mandatory unpaid time off obligation adjusted for the time remaining to June 30, 2011. The following table identifies the obligation remaining for new hires by calendar quarter.

13. Changing Closure or Float Days for Operational Needs (SEIU).
    If an Agency or group of employees within a program identifies specific operational needs for a program to change from observing closures rather than float days, or vice versa, or change from observing a specific scheduled closure date, the employees or Agency may submit a request to the Union and DAS Labor Relations to consider a change. Requests must be submitted prior to October 1, 2009. The Union and DAS will review requests and must mutually agree that the issue is appropriate for the Agency and Union representatives to discuss during a set period. Agreements to modify the Letter of Agreement must be mutually agreed to between DAS and the Union.

14. Non-Emergency Changes to Employees Observing Fixed Closure Days

    The Letter of Agreement does not preclude schedule changes pursuant to the Collective Bargaining Agreement.

    Employees who are attending or presenting at conferences or traveling on closure days may convert the closure day to a float day for that quarter.

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

MANDATORY UNPAID TIME OFF OBLIGATION CHART

(Attachment to Letter of Agreement 00.00-09-193)

Mandatory Unpaid Time Off Obligation Remaining by Salary Tier

				NEW HIRE Obligation (with Agency Closures and/or Floats)				*SEPARATING EMPLOYEE Obligation* [1] (with Agency Closures and/or Floats)			
Year	Quarter	Months	10 Closures	Hire Date	Tier 1	Tier 2	Tier 3	Separation Date [2]	Tier 1	Tier 2	Tier 3
2009	3	September	0	9/1/09-10/15/09	10	12	14	9/1/09-11/26/09	1	1	1
	4	Oct 16 (fixed)	1	10/16/09-11/26/09	9	11	13				
		Nov 27 (fixed)	1	11/27/09-3/18/10	8	10	12	11/27/09-12/31/09	2	2	2
		December	0								
2010	1	January	0					1/1/10-1/31/10	2	2	3
		February	0					2/1/10-2/28/10	2	3	3
		Mar 19 (fixed)	1	3/19/10-4/15/10	7	9	11	3/1/10-4/15/10	3	3	4
	2	Apr 16 (fixed)	1	4/16/10-6/17/10	6	8 [3]	10 [3]	4/16/10-4/30/10	4	4	5
		May	0					5/1/10-5/31/10	4	5	5
		Jun 18 (fixed)	1	6/18/10-6/30/10	5	7 [3]	9 [3]	6/1/10-6/30/10	5	6	6
	3	July	0	7/1/10-8/19/10	5	6	7	7/1/10-8/19/10	5	6	7
		Aug 20 (fixed)	1	8/20/10-9/16/10	4	5	6	8/20/10-9/16/10	6	7	7
		Sept 17 (fixed)	1	9/17/10-11/25/10	3	4	5	9/17/10-11/25/10	7	8	8
	4	October	0								
		Nov 26 (fixed)	1	11/26/10-3/17/11	2	3	4	11/26/10-11/30/10	8	9	9
		December	0					12/1/10-12/31/10	8	9	10
2011	1	January	0					1/1/11-3/17/11	8	10	11
		February	0								
		Mar 18 (fixed)	1	3/18/11-3/31/11	1	2	3	3/18/11-3/31/11	9	11	12
	2	April	0	4/1/11-5/19/11	1	2	2	4/1/11-5/19/11	9	11	13
		May 20 [4] (fixed)	1	5/20/11-6/15/11	1 [5]	1 [5]	1	5/20/11-6/30/11	10	12	14
		June	0	6/16/11-6/30/11	0	0	0				

NOTES:

[1] Employees who retire or otherwise 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. The mandatory unpaid time off days must be scheduled quarterly, unless an alternate plan is agreed upon between the employee and supervisor, to ensure the obligation is completed prior to separation.

[2] Break points for separation dates are based either on closure dates or the end of a month (typically the day before a retirement effective date).

[3] An employee hired after June 15, 2010 will not be required to take the float mandatory unpaid time off day for that FY. However, the obligation shall be taken in the subsequent fiscal year.

[4] Tier 1 & 2 promotions and reclassifications upwards, effective after May 20, 2011, will not have an additional mandatory unpaid time off obligation.

[5] The one day mandatory unpaid time off obligation only applies to employees who observe all float days. Those who observe closures have no further obligation after May 20, 2011, except for Tier 3.

APPENDIX B – NEW CLASSIFICATION PLAN WITH SALARY RANGES

SEIU LOCAL 503, OPEU - As of July 1, 2009

CLASS#	CLASS TITLE	SR
1215	Accountant 1	21
1216	Accountant 2	23
1217	Accountant 3	27
1218	Accountant 4	30
0210	Accounting Technician 1	13
0211	Accounting Technician 2	17
0212	Accounting Technician 3	19
1190	Actuary	29
1510	Administrative Law Judge 1	30
1511	Administrative Law Judge 2	32
1512	Administrative Law Judge 3	37
0107	Administrative Specialist 1	17
0108	Administrative Specialist 2	19
6616	Adult Protective Service Specialist	24
2540	Aerial Photographer	24
8125	Agricultural Worker	05
8222	Aircraft Pilot	27
0725	Appraiser/Analyst 1	18
0726	Appraiser/Analyst 2	25
0727	Appraiser/Analyst 3	28
0728	Appraiser/Analyst 4	31
4280	Apprenticeship Representative	23
3615	Architectural Consultant	29
3150	Architectural Space Planner	25
2204	Archivist 1	14
2205	Archivist 2	18
4417	Automotive Service Technician	11
4418	Automotive Technician 1	17
4419	Automotive Technician 2	21
9110	Baker	17
6296	Behavior/Vocational Specialist 1	20
6297	Behavior/Vocational Specialist 2	23
8120	Biological Technician	16
6698	Business Employment Specialist 1	19
6699	Business Employment Specialist 2	21
0452	Business Enterprises Representative	18
4003	Carpenter	22
3116	Cartographer 1	17
3117	Cartographer 2	21
3118	Cartographer 3	23
3121	Cartographic Program Specialist	25
6506	Certified Occupation Therapy Asst	18
6680	Chaplain	23
3715	Chemist 1	24
3716	Chemist 2	26
3717	Chemist 3	28
5950	Child Nutrition Specialist	28
5128	Child Support Case Manager (Entry)	19
5129	Child Support Case Manager	21
5132	Child Support Specialist	23
5240	Civil Rights Field Representative 1	20
5241	Civil Rights Field Representative 2	23
5243	Civil Rights Intake Officer	19
5207	Claims Representative 1	22
5208	Claims Representative 2	24
6685	Client Care Surveyor	28
6268	Clinical Dietitian	23
6218	Clinical Epidemiologist	29
6294	Clinical Psychologist 1	30
6295	Clinical Psychologist 2	32
5902	Communicable Disease Investigator	22
6614	Community Outreach Specialist	26
5246	Compliance Specialist 1	21
5247	Compliance Specialist 2	25
5248	Compliance Specialist 3	29
3265	Construction Inspector	27
3267	Construction Project Manager 1	27
3268	Construction Project Manager 2	30
9116	Cook 1	13
9117	Cook 2	17
4103	Custodial Services Coordinator	13
4101	Custodian	10
1475	Data Entry Control Technician	12
0501	Data Entry Operator	11
6391	Dental Assistant	15
6396	Dental Hygienist	29
2350	Diagnostician	21
6380	Dietetic Technician	13
5925	Disability Analyst (Entry)	19
5926	Disability Analyst 1	23
5927	Disability Analyst 2	25
6440	District Veterinarian	27
6638	Diversion Specialist	23
5923	DOJ Claims Examiner	22
6766	Dormitory Counselor (Entry)	12
6767	Dormitory Counselor 1	16
6768	Dormitory Counselor 2	20
1161	Economist 1	23
1162	Economist 2	27
1163	Economist 3	30
1164	Economist 4	33
2300	Education Program Specialist 1	30
2301	Education Program Specialist 2	33
4007	Electrician 1	22
4008	Electrician 2	26
4009	Electrician 3	28
2510	Electronic Publishing Design Spec 1	17
2511	Electronic Publishing Design Spec 2	21
2512	Electronic Publishing Design Spec 3	23
6693	Employment Adjudicator	23
1543	Employment Appeals Board Legal Staff	29
5638	Employer Tax Auditor	23
3105	Engineering Specialist 1	16
3106	Engineering Specialist 2	21
3107	Engineering Specialist 3	23
3109	Engineering Technician 1	15
3110	Engineering Technician 2	19
3111	Engineering Technician 3	21
3410	Environmental Engineer 1	25
3411	Environmental Engineer 2	30
3412	Environmental Engineer 3	32
3817	Environmental Health Specialist 1	19
3818	Environmental Health Specialist 2	24
3819	Environmental Health Specialist 3	27
3845	Environmental Program Coordinator 1	21
3846	Environmental Program Coordinator 2	23
6216	Epidemiologist 1	27
6217	Epidemiologist 2	29
4422	Equipment Operator	21
0830	Executive Assistant	25
0118	Executive Support Specialist 1	17
0119	Executive Support Specialist 2	19

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SEIU LOCAL 503, OPEU - As of July 1, 2009

CLASS#	CLASS TITLE	SR
3769	Experimental Biology Aide	12
3251	Facilities Engineer 1	27
3252	Facilities Engineer 2	29
3253	Facilities Engineer 3	31
4032	Facility Energy Technician 1	16
4033	Facility Energy Technician 2	20
4034	Facility Energy Technician 3	24
4035	Facility Energy Technician 4	26
4012	Facility Maintenance Specialist	18
4014	Facility Operations Specialist 1	24
4014	Facility Operations Specialist 2	26
3800	Field Burning Technician	14
1547	Financial Enforcement Officer	32
5675	Financial Examiner 1	24
5676	Financial Examiner 2	27
5677	Financial Examiner 3	30
5235	Financial Investigator 1	26
1243	Fiscal Analyst 1	23
1244	Fiscal Analyst 2	27
1245	Fiscal Analyst 3	30
5640	Fiscal Auditor (Entry)	18
5641	Fiscal Auditor 1	23
5642	Fiscal Auditor 2	26
8340	Fish & Wildlife Technician (Entry)	13
8341	Fish & Wildlife Technician	17
8342	Fish & Wildlife Technician Senior	19
9100	Food Service Worker 1	08
9101	Food Service Worker 2	10
9102	Food Service Worker 3	13
8218	Forest Inmate Crew Coordinator	19
8253	Forest Lookout*	11
8211	Forest Management Technician	16
8256	Forest Officer Entry*	19
8257	Forest Officer*	23
8204	Forestry Nursery Technician	12
8201	Forestry Nursery Worker 1	07
8202	Forestry Nursery Worker 2	10
8203	Forestry Nursery Worker 3	14
4240	Geotechnical Drill Specialist 1	14
4241	Geotechnical Drill Specialist 2	17
5645	Governmental Auditor (Entry)	19
5646	Governmental Auditor 1	23
5647	Governmental Auditor 2	26
5648	Governmental Auditor 3	29
5442	Grain Inspector	15
4109	Grounds Maintenance Worker 1	14
4110	Grounds Maintenance Worker 2	17
6750	Group Life Coordinator 1	15
6751	Group Life Coordinator 2	19
6752	Group Life Coordinator 3	21
6725	Habilitative Training Technician 1	14A
6726	Habilitative Training Technician 2	15
6727	Habilitative Training Technician 3	17
9300	Hairdresser	14B
5911	Health Care Investigator - Pay Option A	26
	Health Care Investigator/ RN - Pay Option B	28N
	Health Care Investigator/ Dental Hygienist - Pay Option C	28
	Health Care Investigator/ Nurse Practitioner, Dentist - Pay Option D	30
	Health Care Investigator/ Pharmacist - Pay Option E	39
6138	Health Service Technician	17
1531	Hearings Officer 2	29
0109	Hearings Recorder/Transcriber	16
4436	Heavy Equipment Technician (Entry)	19
4437	Heavy Equipment Technician 1	23T
4438	Heavy Equipment Technician 2	26B
6605	Human Services Assistant 1	12
6606	Human Services Assistant 2	15
6630	Human Services Case Manager	21
6657	Human Services Specialist 1	15
6658	Human Services Specialist 2	17
6659	Human Services Specialist 3	19
6660	Human Services Specialist 4	22
5705	Industrial Hygienist 1	22
5706	Industrial Hygienist 2	27
5707	Industrial Hygienist 3	29
5708	Industrial Hygienist 4	31
1481	Information Systems Specialist 1	17I
1482	Information Systems Specialist 2	21I
1483	Information Systems Specialist 3	24I
1484	Information Systems Specialist 4	25I
1485	Information Systems Specialist 5	28I
1486	Information Systems Specialist 6	29I
1487	Information Systems Specialist 7	31I
1488	Information Systems Specialist 8	33I
6214	Institution Registered Nurse (RN)	31N
2319	Institution Teacher BA *(See Appendix E)*	24S
2320	Institution Teacher MA *(See Appendix E)*	26S
5747	Insurance Examiner (Entry)	26
5748	Insurance Examiner	30
5616	Internal Auditor 1	24
5231	Investigator 1	19
5232	Investigator 2	21
5233	Investigator 3	25
6632	Juvenile Prob/Soc Svs Ofc/Juv Corr Counselor	24
6807	Laboratory Assistant	10
6810	Laboratory Technician 1	13
6811	Laboratory Technician 2	17
4116	Laborer/Student Worker	12
0755	Land Agent	26
1520	Law Clerk	16
0110	Legal Secretary	17
2220	Librarian	26
6502	Licensed Physical Therapy Assistant	18
6135	Licensed Practical Nurse (LPN)	20S
5420	Livestock Brand Inspector	13
1001	Loan Specialist 1	23
1002	Loan Specialist 2	27
1003	Loan Specialist 3	30
4018	Machinist	26
4404	Mail Delivery Driver	14
0403	Mail Equipment Operator 1	12
0404	Mail Equipment Operator 2	15
0405	Mail Services Assistant	10
4118	Maintenance/Laborer Coordinator	15
2304	Manual Arts Instructor	17
7538	Medical Consultant	39
6820	Medical Lab Technician 1	17
6821	Medical Lab Technician 2	20

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SEIU LOCAL 503, OPEU - As of July 1, 2009

CLASS#	CLASS TITLE	SR
6823	Medical Lab Technologist	24
5937	Medical Record Consultant	21
0015	Medical Records Specialist	18
6210	Medical Review Coordinator	28N
0010	Medical Transcriptionist 1	13
0011	Medical Transcriptionist 2	14
6708	Mental Health Security Technician	17
6531	Mental Health Specialist	24
6711	Mental Health Therapist 1	
	Non-Strikeable Unit	17
	Strikeable Unit	18S
6712	Mental Health Therapist 2	
	Non-Strikeable Unit	19
	Strikeable Unit	20S
6717	Mental Health Therapy Shift Coordinator	
	Non-Strikeable Unit - Pay Option B	17
	Strikeable Unit	19S
6718	Mental Health Therapy Coordinator	
	Non-Strikeable Unit - Pay Option B	19
	Strikeable Unit	21S
6710	Mental Health Therapy Technician	
	Non-Strikeable Unit	15
	Strikeable Unit	16S
5430	Metrologist	26
3779	Microbiologist 1	23
3780	Microbiologist 2	25
3781	Microbiologist 3	27
5857	Motor Carrier Enforcement Officer 1	19
5858	Motor Carrier Enforcement Officer 2	20
8501	Natural Resource Specialist 1	21
8502	Natural Resource Specialist 2	24
8503	Natural Resource Specialist 3	27
8504	Natural Resource Specialist 4	30
8505	Natural Resource Specialist 5	32
6255	Nurse Practitioner	35
5955	Nutrition Consultant	29
5709	Occupational Safety Specialist 1	22
5710	Occupational Safety Specialist 2	27
5711	Occupational Safety Specialist 3	29
6508	Occupational Therapist	25
0101	Office Assistant 1	07
0102	Office Assistant 2	09
0801	Office Coordinator	15
0103	Office Specialist 1	12
0104	Office Specialist 2	15
0870	Operations and Policy Analyst 1	23
0871	Operations and Policy Analyst 2	27
0872	Operations and Policy Analyst 3	30
0873	Operations and Policy Analyst 4	32
4001	Painter	22
1524	Paralegal	23
8433	Park Ranger Assistant	12
8434	Park Ranger 1	18PR
8435	Park Ranger 2	20
8436	Park Ranger 3	22
5550	Parking Services Representative	11
0782	Parts Specialist 1	15
0783	Parts Specialist 2	20
6260	Pharmacist	39
6385	Pharmacy Technician 1	12
6386	Pharmacy Technician 2	14
6503	Physical Therapist	25
1096	Planner 1	23
1097	Planner 2	27
1098	Planner 3	30
1099	Planner 4	32
4004	Plasterer	22
4005	Plumber	24
6684	Pre-Admission Screening Specialist	24
2475	Printing Production Coordinator	23
2446	Print Services Technician	16
0435	Procurement & Contract Assistant	19
0436	Procurement & Contract Spec 1	23
0437	Procurement & Contract Spec 2	27
0438	Procurement & Contract Spec 3	29
0860	Program Analyst 1	23
0861	Program Analyst 2	27
0862	Program Analyst 3	29
0863	Program Analyst 4	31
4037	Physical/Electronic Security Technician 1	19
4038	Physical/Electronic Security Technician 2	22
4039	Physical/Electronic Security Technician 3	24
0854	Project Manager 1	26
0855	Project Manager 2	29
0856	Project Manager 3	31
6720	Psychiatric Social Worker	28
0864	Public Affairs Specialist 1	25
0865	Public Affairs Specialist 2	29
0866	Public Affairs Specialist 3	31
2327	Public Health Educator 1	24
2328	Public Health Educator 2	26
3420	Public Health Engineer 1	21
3421	Public Health Engineer 2	24
3422	Public Health Engineer 3	27
6228	Public Health Nurse 1	28
6229	Public Health Nurse 2	31
3432	Public Health Toxicologist	29
6445	Public Health Veterinarian	30
0321	Public Service Representative 1	09
0322	Public Service Representative 2	12
0323	Public Service Representative 3	15
0324	Public Service Representative 4	19
2147	Publications Editor	21
2323	Pupil Transportation Consultant	24
6348	Radiologic Technologist	19
8420	Ranger Aide	12
6520	Recreational Specialist	17
0427	Rehabilitation Industries Representative	19
2332	Rehab Instructor for the Blind (Entry)	21
2333	Rehab Instructor for the Blind	23
6521	Rehabilitation Therapist	24
1115	Research Analyst 1	19
1116	Research Analyst 2	23
1117	Research Analyst 3	26
1118	Research Analyst 4	30
0841	Retirement Counselor 1	20
0842	Retirement Counselor 2	22
5110	Revenue Agent 1	17
5111	Revenue Agent 2	19
5112	Revenue Agent 3	21
5650	Revenue Auditor 1	17
5651	Revenue Auditor 2	20

APPENDIX B – NEW CLASSIFICATION PLAN WITH SALARY RANGES

SEIU LOCAL 503, OPEU - As of July 1, 2009

CLASS#	CLASS TITLE	SR
5652	Revenue Auditor 3	23
1345	Safety Specialist 1	23
1346	Safety Specialist 2	27
2150	Science/Technical Editor	21
4339	Scientific Instrument Technician	21
9201	Seamster*	15
5670	Securities Examiner (Entry)	21
5671	Securities Examiner	26
5450	Shipping Point Inspector 1	15
5451	Shipping Point Inspector 2	17
4130	Sign Technician (Entry)	15
4131	Sign Technician 1	19
4132	Sign Technician 2	21
6609	Social Service Assistant	17
6611	Social Service Specialist (Entry)	20
6612	Social Service Specialist 1	24
6613	Social Service Specialist 2	26
6200	Speech/Language Pathologist	27
6226	Staff Development Nurse	26
0251	State Library Specialist 1	12
0252	State Library Specialist 2	18
0770	State Procurement Analyst	30
0100	Student Office Worker	07
6701	Student/Human Services Worker	11
8235	Student/Prof Forester Worker	11
0150	Student/Prof/Tech Worker	11
0758	Supply Specialist 1	14
0759	Supply Specialist 2	20
5630	Tax Auditor (Entry)	20
5631	Tax Auditor 1	25
5632	Tax Auditor 2	28
2302	Teaching Assistant	13
6298	Test Coordinator	16
1105	Traffic Survey Interviewer	08
1338	Training & Development Specialist 1	23
1339	Training & Development Specialist 2	27
4161	Transportation Maintenance Coordinator 1	21
4162	Transportation Maintenance Coordinator 2	22
4151	Transportation Maintenance Specialist 1	17
4152	Transportation Maintenance Specialist 2	19
4163	Transportation Operations Specialist	20
0331	Transportation Services Representative 1	17
0332	Transportation Services Representative 2	19
0333	Transportation Services Office Leader	21
6101	Transporting Mental Health Aide	16
4401	Truck Driver 1	17
4402	Truck Driver 2	20
0798	Veterans' Service Officer Entry*	19
0799	Veterans' Service Officer*	23
0784	Veterans' Trust Officer	23
2176	Video Producer	28
6646	Vocational Rehabilitation Counselor (Entry)	20
6647	Vocational Rehabilitation Counselor	25
6648	Vocational Rehabilitation Specialist	26
6220	Vocational Rehabilitation Evaluation Center RN	22
5245	Wage & Hour Compliance Specialist	23
8510	Water Resource Data Technician 1	19
8511	Water Resource Data Technician 2	21
4020	Welder 1	20
4021	Welder 2	24
8263	Wildland Fire Dispatcher Entry*	11
8264	Wildland Fire Dispatcher*	15
8254	Wildland Fire Suppression Specialist Entry*	13
8255	Wildland Fire Suppression Specialist*	17
0530	Word Processing Technician 1	12
0531	Word Processing Technician 2	14
0532	Word Processing Technician 3	16
6755	Youth Corrections Unit Coordinator	23

"A" Half-step range. An eight or nine-step range with rates that are approximately halfway between two ranges.

"B" Rates are the four or five top steps of a regular salary range.

"I" Special off-range pay option rate for Information Systems classifications.

"N" Special off-range rate for Nursing classifications.

"PR" First step is truncated.

"S" Other special adjustment off-range class.

"T" Four or five-step range that has steps between two regular salary ranges.

***** These new and revised classifications will be effective October 1, 2009, per Article 27, Section 5(a).

SALARY RANGE	July 1, 2009 to August 31, 2009 SALARY STEPS - STRIKEABLE UNIT This table reflects the Added and Dropped Step from the Add/Drop LOA Dated 12-11-2007								
	1	2	3	4	5	6	7	8	9
5							1920	1981	2052
7					1920	1981	2052	2128	2214
8				1916	1979	2052	2128	2214	2284
9			1916	1979	2052	2128	2214	2284	2380
10		1916	1979	2052	2128	2214	2284	2380	2473
11	1916	1979	2052	2128	2214	2284	2380	2473	2585
11B					2214	2284	2380	2473	2585
12	1979	2052	2128	2214	2284	2380	2473	2585	2695
13	2052	2128	2214	2284	2380	2473	2585	2695	2816
14	2128	2214	2284	2380	2473	2585	2695	2816	2945
14A	2172	2250	2331	2427	2529	2639	2748	2868	2993
14B					2473	2585	2695	2816	2945
15	2214	2284	2380	2473	2585	2695	2816	2945	3086
16	2284	2380	2473	2585	2695	2816	2945	3086	3235
16S	2395	2472	2579	2679	2809	2941	3081	3222	3369
17	2380	2473	2585	2695	2816	2945	3086	3235	3383
17I	2468	2570	2676	2795	2922	3061	3202	3351	3507
18	2473	2585	2695	2816	2945	3086	3235	3383	3547
18PR		2585	2695	2816	2945	3086	3235	3383	3547
18S	2579	2679	2809	2941	3081	3222	3377	3540	3711
19	2585	2695	2816	2945	3086	3235	3383	3547	3727
19S	2601	2705	2834	2968	3113	3255	3414	3575	3744
20	2695	2816	2945	3086	3235	3383	3547	3727	3903
20S	2809	2941	3081	3222	3377	3540	3707	3882	4065
21	2816	2945	3086	3235	3383	3547	3727	3903	4089
21I	2848	2981	3121	3265	3420	3579	3748	3925	4110
21S	2834	2968	3113	3255	3414	3575	3748	3931	4123
22	2945	3086	3235	3383	3547	3727	3903	4089	4286
23	3086	3235	3383	3547	3727	3903	4089	4286	4495
23T					3856	4041	4235	4438	4651
24	3235	3383	3547	3727	3903	4089	4286	4495	4716
24I	3259	3414	3574	3740	3916	4101	4292	4493	4703
25	3383	3547	3727	3903	4089	4286	4495	4716	4951
25I	3536	3702	3873	4056	4247	4446	4655	4875	5105
26	3547	3727	3903	4089	4286	4495	4716	4951	5187
26B					4286	4495	4716	4951	5187
27	3727	3903	4089	4286	4495	4716	4951	5187	5442
28	3903	4089	4286	4495	4716	4951	5187	5442	5703
28I	3947	4135	4326	4530	4745	4968	5201	5445	5700
28N	3992	4180	4375	4582	4798	5022	5259	5509	5771
29	4089	4286	4495	4716	4951	5187	5442	5703	5985
29I	4222	4420	4629	4846	5075	5313	5565	5828	6103
30	4286	4495	4716	4951	5187	5442	5703	5985	6277
31	4495	4716	4951	5187	5442	5703	5985	6277	6587
31I	4675	4895	5125	5365	5619	5883	6160	6449	6752
31N	4582	4798	5022	5259	5509	5771	6045	6332	6633
32	4716	4951	5187	5442	5703	5985	6277	6587	6901
33	4951	5187	5442	5703	5985	6277	6587	6901	7242
33I	5094	5333	5584	5849	6123	6411	6715	7032	7364
35	5442	5703	5985	6277	6587	6901	7242	7608	7977
37	5985	6277	6587	6901	7242	7608	7977	8368	8782
39	6587	6901	7242	7608	7977	8368	8782	9216	9671

* The DAS Payroll System calculations for salary steps shall prevail over any printing discrepancy.

SALARY RANGE	September 1, 2009 to August 31, 2010 SALARY STEPS - STRIKEABLE UNIT This table reflects the Dropped Step from the Add/Drop LOA Dated 12-11-2007							
	1	2	3	4	5	6	7	8
5							1920	1981
7					1920	1981	2052	2128
8				1916	1979	2052	2128	2214
9			1916	1979	2052	2128	2214	2284
10		1916	1979	2052	2128	2214	2284	2380
11	1916	1979	2052	2128	2214	2284	2380	2473
11B					2214	2284	2380	2473
12	1979	2052	2128	2214	2284	2380	2473	2585
13	2052	2128	2214	2284	2380	2473	2585	2695
14	2128	2214	2284	2380	2473	2585	2695	2816
14A	2172	2250	2331	2427	2529	2639	2748	2868
14B					2473	2585	2695	2816
15	2214	2284	2380	2473	2585	2695	2816	2945
16	2284	2380	2473	2585	2695	2816	2945	3086
16S	2395	2472	2579	2679	2809	2941	3081	3222
17	2380	2473	2585	2695	2816	2945	3086	3235
17I	2468	2570	2676	2795	2922	3061	3202	3351
18	2473	2585	2695	2816	2945	3086	3235	3383
18PR		2585	2695	2816	2945	3086	3235	3383
18S	2579	2679	2809	2941	3081	3222	3377	3540
19	2585	2695	2816	2945	3086	3235	3383	3547
19S	2601	2705	2834	2968	3113	3255	3414	3575
20	2695	2816	2945	3086	3235	3383	3547	3727
20S	2809	2941	3081	3222	3377	3540	3707	3882
21	2816	2945	3086	3235	3383	3547	3727	3903
21I	2848	2981	3121	3265	3420	3579	3748	3925
21S	2834	2968	3113	3255	3414	3575	3748	3931
22	2945	3086	3235	3383	3547	3727	3903	4089
23	3086	3235	3383	3547	3727	3903	4089	4286
23T					3856	4041	4235	4438
24	3235	3383	3547	3727	3903	4089	4286	4495
24I	3259	3414	3574	3740	3916	4101	4292	4493
25	3383	3547	3727	3903	4089	4286	4495	4716
25I	3536	3702	3873	4056	4247	4446	4655	4875
26	3547	3727	3903	4089	4286	4495	4716	4951
26B					4286	4495	4716	4951
27	3727	3903	4089	4286	4495	4716	4951	5187
28	3903	4089	4286	4495	4716	4951	5187	5442
28I	3947	4135	4326	4530	4745	4968	5201	5445
28N	3992	4180	4375	4582	4798	5022	5259	5509
29	4089	4286	4495	4716	4951	5187	5442	5703
29I	4222	4420	4629	4846	5075	5313	5565	5828
30	4286	4495	4716	4951	5187	5442	5703	5985
31	4495	4716	4951	5187	5442	5703	5985	6277
31I	4675	4895	5125	5365	5619	5883	6160	6449
31N	4582	4798	5022	5259	5509	5771	6045	6332
32	4716	4951	5187	5442	5703	5985	6277	6587
33	4951	5187	5442	5703	5985	6277	6587	6901
33I	5094	5333	5584	5849	6123	6411	6715	7032
35	5442	5703	5985	6277	6587	6901	7242	7608
37	5985	6277	6587	6901	7242	7608	7977	8368
39	6587	6901	7242	7608	7977	8368	8782	9216

* The DAS Payroll System calculations for salary steps shall prevail over any printing discrepancy.

SALARY RANGE	September 1, 2010 SALARY STEPS - STRIKEABLE UNIT This table reflects the Added and Dropped Step from the Add/Drop LOA Dated 12-11-2007								
	1	2	3	4	5	6	7	8	9
5							1920	1981	2052
7					1920	1981	2052	2128	2214
8				1916	1979	2052	2128	2214	2284
9			1916	1979	2052	2128	2214	2284	2380
10		1916	1979	2052	2128	2214	2284	2380	2473
11	1916	1979	2052	2128	2214	2284	2380	2473	2585
11B					2214	2284	2380	2473	2585
12	1979	2052	2128	2214	2284	2380	2473	2585	2695
13	2052	2128	2214	2284	2380	2473	2585	2695	2816
14	2128	2214	2284	2380	2473	2585	2695	2816	2945
14A	2172	2250	2331	2427	2529	2639	2748	2868	2993
14B					2473	2585	2695	2816	2945
15	2214	2284	2380	2473	2585	2695	2816	2945	3086
16	2284	2380	2473	2585	2695	2816	2945	3086	3235
16S	2395	2472	2579	2679	2809	2941	3081	3222	3377
17	2380	2473	2585	2695	2816	2945	3086	3235	3383
17I	2468	2570	2676	2795	2922	3061	3202	3351	3507
18	2473	2585	2695	2816	2945	3086	3235	3383	3547
18PR		2585	2695	2816	2945	3086	3235	3547	3538
18S	2579	2679	2809	2941	3081	3222	3377	3540	3707
19	2585	2695	2816	2945	3086	3235	3383	3547	3727
19S	2601	2705	2834	2968	3113	3255	3414	3575	3748
20	2695	2816	2945	3086	3235	3383	3547	3727	3903
20S	2809	2941	3081	3222	3377	3540	3707	3882	4065
21	2816	2945	3086	3235	3383	3547	3727	3903	4089
21I	2848	2981	3121	3265	3420	3579	3748	3925	4110
21S	2834	2968	3113	3255	3414	3575	3748	3931	4123
22	2945	3086	3235	3383	3547	3727	3903	4089	4286
23	3086	3235	3383	3547	3727	3903	4089	4286	4495
23T					3856	4041	4235	4438	4651
24	3235	3383	3547	3727	3903	4089	4286	4495	4716
24I	3259	3414	3574	3740	3916	4101	4292	4493	4703
25	3383	3547	3727	3903	4089	4286	4495	4716	4951
25I	3536	3702	3873	4056	4247	4446	4655	4875	5105
26	3547	3727	3903	4089	4286	4495	4716	4951	5187
26B					4286	4495	4716	4951	5187
27	3727	3903	4089	4286	4495	4716	4951	5187	5442
28	3903	4089	4286	4495	4716	4951	5187	5442	5703
28I	3947	4135	4326	4530	4745	4968	5201	5445	5700
28N	3992	4180	4375	4582	4798	5022	5259	5509	5771
29	4089	4286	4495	4716	4951	5187	5442	5703	5985
29I	4222	4420	4629	4846	5075	5313	5565	5828	6103
30	4286	4495	4716	4951	5187	5442	5703	5985	6277
31	4495	4716	4951	5187	5442	5703	5985	6277	6587
31I	4675	4895	5125	5365	5619	5883	6160	6449	6752
31N	4582	4798	5022	5259	5509	5771	6045	6332	6633
32	4716	4951	5187	5442	5703	5985	6277	6587	6901
33	4951	5187	5442	5703	5985	6277	6587	6901	7242
33I	5094	5333	5584	5849	6123	6411	6715	7032	7364
35	5442	5703	5985	6277	6587	6901	7242	7608	7977
37	5985	6277	6587	6901	7242	7608	7977	8368	8782
39	6587	6901	7242	7608	7977	8368	8782	9216	9671

* The DAS Payroll System calculations for salary steps shall prevail over any printing discrepancy.

SALARY RANGE	JULY 1, 2009 to August 31, 2009 SALARY STEPS - NON-STRIKEABLE UNIT This table reflects the Added and Dropped Step from the Add/Drop LOA Dated 12-11-2007								
	1	2	3	4	5	6	7	8	9
6	1756	1809	1868	1932	2002	2072	2137	2215	2299
7	1809	1868	1932	2002	2072	2137	2215	2299	2395
9	1915	1991	2068	2135	2216	2299	2395	2472	2579
11	2068	2135	2216	2299	2395	2472	2579	2679	2809
12	2135	2216	2299	2395	2472	2579	2679	2809	2941
14	2299	2395	2472	2579	2679	2809	2941	3081	3222
14A	2347	2434	2526	2629	2743	2875	3011	3152	3300
15	2395	2472	2579	2679	2809	2941	3081	3222	3377
16	2472	2579	2679	2809	2941	3081	3222	3377	3540
17	2579	2679	2809	2941	3081	3222	3377	3540	3707
Pay Option B 17	2601	2705	2834	2968	3113	3255	3414	3575	3748
19	2809	2941	3081	3222	3377	3540	3707	3887	4080
Pay Option B 19	2834	2968	3113	3255	3414	3575	3748	3931	4123
20S	3067	3217	3369	3525	3695	3879	3895	4066	4245
21	3081	3222	3377	3540	3707	3887	4080	4275	4478
23	3377	3540	3707	3887	4080	4275	4478	4694	4920
28	4275	4478	4694	4920	5156	5403	5663	5934	6218
* The DAS Payroll System calculations for salary steps shall prevail over any printing discrepancy.									

SALARY RANGE	September 1, 2009 to August 31, 2010 SALARY STEPS - NON-STRIKEABLE UNIT This table reflects the Dropped Step from the Add/Drop LOA Dated 12-11-2007								
	1	2	3	4	5	6	7	8	
6	1756	1809	1868	1932	2002	2072	2137	2215	
7	1809	1868	1932	2002	2072	2137	2215	2299	
9	1915	1991	2068	2135	2216	2299	2395	2472	
11	2068	2135	2216	2299	2395	2472	2579	2679	
12	2135	2216	2299	2395	2472	2579	2679	2809	
14	2299	2395	2472	2579	2679	2809	2941	3081	
14A	2347	2434	2526	2629	2743	2875	3011	3152	
15	2395	2472	2579	2679	2809	2941	3081	3222	
16	2472	2579	2679	2809	2941	3081	3222	3377	
17	2579	2679	2809	2941	3081	3222	3377	3540	
Pay Option B 17	2601	2705	2834	2968	3113	3255	3414	3575	
19	2809	2941	3081	3222	3377	3540	3707	3887	
Pay Option B 19	2834	2968	3113	3255	3414	3575	3748	3931	
20S	3067	3217	3369	3525	3695	3879	3895	4066	
21	3081	3222	3377	3540	3707	3887	4080	4275	
23	3377	3540	3707	3887	4080	4275	4478	4694	
28	4275	4478	4694	4920	5156	5403	5663	5934	
* The DAS Payroll System calculations for salary steps shall prevail over any printing discrepancy.									

SALARY RANGE	September 1, 2010 SALARY STEPS - NON-STRIKEABLE UNIT This table reflects the Added and Dropped Step from the Add/Drop LOA Dated 12-11-2007								
	1	2	3	4	5	6	7	8	9
6	1756	1809	1868	1932	2002	2072	2137	2215	2299
7	1809	1868	1932	2002	2072	2137	2215	2299	2395
9	1915	1991	2068	2135	2216	2299	2395	2472	2579
11	2068	2135	2216	2299	2395	2472	2579	2679	2809
12	2135	2216	2299	2395	2472	2579	2679	2809	2941
14	2299	2395	2472	2579	2679	2809	2941	3081	3222
14A	2347	2434	2526	2629	2743	2875	3011	3152	3300
15	2395	2472	2579	2679	2809	2941	3081	3222	3377
16	2472	2579	2679	2809	2941	3081	3222	3377	3540
17	2579	2679	2809	2941	3081	3222	3377	3540	3707
Pay Option B 17	2601	2705	2834	2968	3113	3255	3414	3575	3748
19	2809	2941	3081	3222	3377	3540	3707	3887	4080
Pay Option B 19	2834	2968	3113	3255	3414	3575	3748	3931	4123
20S	3067	3217	3369	3525	3695	3879	3895	4066	4245
21	3081	3222	3377	3540	3707	3887	4080	4275	4478
23	3377	3540	3707	3887	4080	4275	4478	4694	4920
28	4275	4478	4694	4920	5156	5403	5663	5934	6218

* The DAS Payroll System calculations for salary steps shall prevail over any printing discrepancy.

July 1, 2009 to August 31, 2009 SALARY STEPS - INSTITUTION TEACHERS
This table reflects the Added and Dropped Step from the Add/Drop LOA Dated 12-11-2007

DEGREE	BA	BA	BA	BA	MA	MA	MA
CE CREDIT HOURS	0-23	24-44	45-68	69+	0-23	24-44	45+
CLASSIFICATION	C2319	C2319	C2319	C2319	C2320	C2320	C2320
SALARY RANGE	24S	24S	24S	24S	26S	26S	26S
PAY OPTION	B	C	D	E	B	C	D
STEP:							
1	2559	2645	2730	2823	2910	3275	3557
2	2645	2730	2823	2910	3003	3371	3649
3	2730	2823	2910	3003	3090	3463	3744
4	2823	2910	3003	3090	3187	3557	3836
5	2910	3003	3090	3187	3275	3649	3923
6	3003	3090	3187	3275	3371	3744	4017
7	3090	3187	3275	3371	3463	3836	4107
8	3187	3275	3371	3463	3557	3923	4204
9	3275	3371	3463	3557	3649	4017	4290
10	3371	3463	3557	3649	3744	4107	4380
11	3463	3557	3649	3744	3836	4204	4472
12	3557	3649	3744	3836	3923	4290	4566
13	3649	3744	3836	3923	4017	4380	4662
14	3744	3836	3923	4017	4107	4472	4760
15	3836	3923	4017	4107	4204	4566	4860
16	3923	4017	4107	4204	4290		
17	4017	4107	4204	4290	4380		
18	4107	4204	4290	4380	4472		
19				4472			

* The DAS Payroll System calculations for salary steps shall prevail over any printing discrepancy.

September 1, 2009 to August 31, 2010 SALARY STEPS - INSTITUTION TEACHERS
This table reflects the Dropped Step from the Add/Drop LOA Dated 12-11-2007

DEGREE	BA	BA	BA	BA	MA	MA	MA
CE CREDIT HOURS	0-23	24-44	45-68	69+	0-23	24-44	45+
CLASSIFICATION	C2319	C2319	C2319	C2319	C2320	C2320	C2320
SALARY RANGE	24S	24S	24S	24S	26S	26S	26S
PAY OPTION	B	C	D	E	B	C	D
STEP:							
1	2559	2645	2730	2823	2910	3275	3557
2	2645	2730	2823	2910	3003	3371	3649
3	2730	2823	2910	3003	3090	3463	3744
4	2823	2910	3003	3090	3187	3557	3836
5	2910	3003	3090	3187	3275	3649	3923
6	3003	3090	3187	3275	3371	3744	4017
7	3090	3187	3275	3371	3463	3836	4107
8	3187	3275	3371	3463	3557	3923	4204
9	3275	3371	3463	3557	3649	4017	4290
10	3371	3463	3557	3649	3744	4107	4380
11	3463	3557	3649	3744	3836	4204	4472
12	3557	3649	3744	3836	3923	4290	4566
13	3649	3744	3836	3923	4017	4380	4662
14	3744	3836	3923	4017	4107		
15	3836	3923	4017	4107	4204		
16	3923	4017	4107	4204	4290		
17	4017	4107	4204	4290	4380		
19				4380			

* The DAS Payroll System calculations for salary steps shall prevail over any printing discrepancy.

September 1, 2010 SALARY STEPS - INSTITUTION TEACHERS This table reflects the Added and Dropped Step from the Add/Drop LOA Dated 12-11-2007							
DEGREE	BA	BA	BA	BA	MA	MA	MA
CE CREDIT HOURS	0-23	24-44	45-68	69+	0-23	24-44	45+
CLASSIFICATION	C2319	C2319	C2319	C2319	C2320	C2320	C2320
SALARY RANGE	24S	24S	24S	24S	26S	26S	26S
PAY OPTION	B	C	D	E	B	C	D
STEP:							
1	2559	2645	2730	2823	2910	3275	3557
2	2645	2730	2823	2910	3003	3371	3649
3	2730	2823	2910	3003	3090	3463	3744
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11	3463	3557	3649	3744	3836	4204	4472
12	3557	3649	3744	3836	3923	4290	4566
13	3649	3744	3836	3923	4017	4380	4662
14	3744	3836	3923	4017	4107	4472	4760
15	3836	3923	4017	4107	4204	4566	4860
16	3923	4017	4107	4204	4290		
17	4017	4107	4204	4290	4380		
18	4107	4204	4290	4380	4472		
19				4472			

* The DAS Payroll System calculations for salary steps shall prevail over any printing discrepancy.

APPENDIX F – GRIEVANCE & RECLASSIFICATION TIMELINES

GRIEVANCE	TIME TO FILE	STEP 1	STEP 2	STEP 3	STEP 4
Discipline	Within 30 calendar days from effective date of discipline		**Step 2 - Agency Head** within 30 calendar days of discipline	**Step 3 - LRU** Within 15 calendar days after Step 2 response was due or received	**Step 4 - LRU Appeal to Arbitration** within 45 calendar days after the Step 3 response was due or received.
Non-Disciplinary Except: Group, Discrimination, Reclassification	Within 30 calendar days of the violation	**Step 1 - Immediate excluded supervisor** within 30 calendar days of the violation	**Step 2 - Agency Head** within 15 calendar days after Step 1 response was due or received	**Step 3 - LRU** Within 15 calendar days after Step 2 response was due or received	**Step 4 - LRU Appeal to Arbitration** within 45 calendar days after the Step 3 response was due or received. * (See below for temporary employees.)
Group - issues involving 2 or more supervisors in the same agency	Within 30 calendar days of the violation		**Step 2 - Agency Head** within 30 calendar days of the violation	**Step 3 - LRU** Within 15 calendar days after Step 2 response was due or received	**Step 4 - LRU Appeal to Arbitration** within 45 calendar days after the Step 3 response was due or received. * (See below for temporary employees.)
Group - issues involving more than one agency	Within 30 calendar days of the violation			**Step 3 - LRU** Within 30 days of the violation	**Step 4 - LRU Appeal to Arbitration** within 45 calendar days after the Step 3 response was due or received. * (See below for temporary employees.)
Discrimination - sexual harassment, gender identity, or sexual orientation**	Within 30 calendar days of the violation		**Step 2 - Agency Head** within 30 calendar days of the violation	**Step 3 - LRU** Grievance must be received within 15 calendar days after Step 2 response was due or received.	**Step 4 - LRU Appeal to Arbitration** within 45 calendar days after the Step 3 response was due or received. * (See below for temporary employees.)
Discrimination - race, color, marital status, religion, sex, national origin, age, mental or physical handicap	Within 30 calendar days of the violation		**Step 2 - Agency Head** within 30 calendar days of the violation	May be referred to Equal Employment Opportunity Commission or Bureau of Labor & Industries if unresolved (no arbitration remedy).	
Leave - Family Medical Leave Act (FMLA)/Oregon Family Leave Act (OFLA)	Within 30 calendar days of the date of violation		**Step 2 - Agency Head** within 30 calendar days of the violation - send a copy to LRU	May be submitted to Dept. of Labor if unresolved.	
Reclassification Downward	Within 30 calendar days of notice that the position will be reclassified down		**Step 2 - Agency Head** within 30 calendar days of the notice	**Step 3 - LRU** Must be appealed by the **Union** within 30 calendar days after Agency decision. Joint panel will review within 45 days.	**Step 4** - Decisions of the panel are binding, but if panel doesn't agree, **Union** may request arbitration within 45 calendar days after the panel response was due or received.

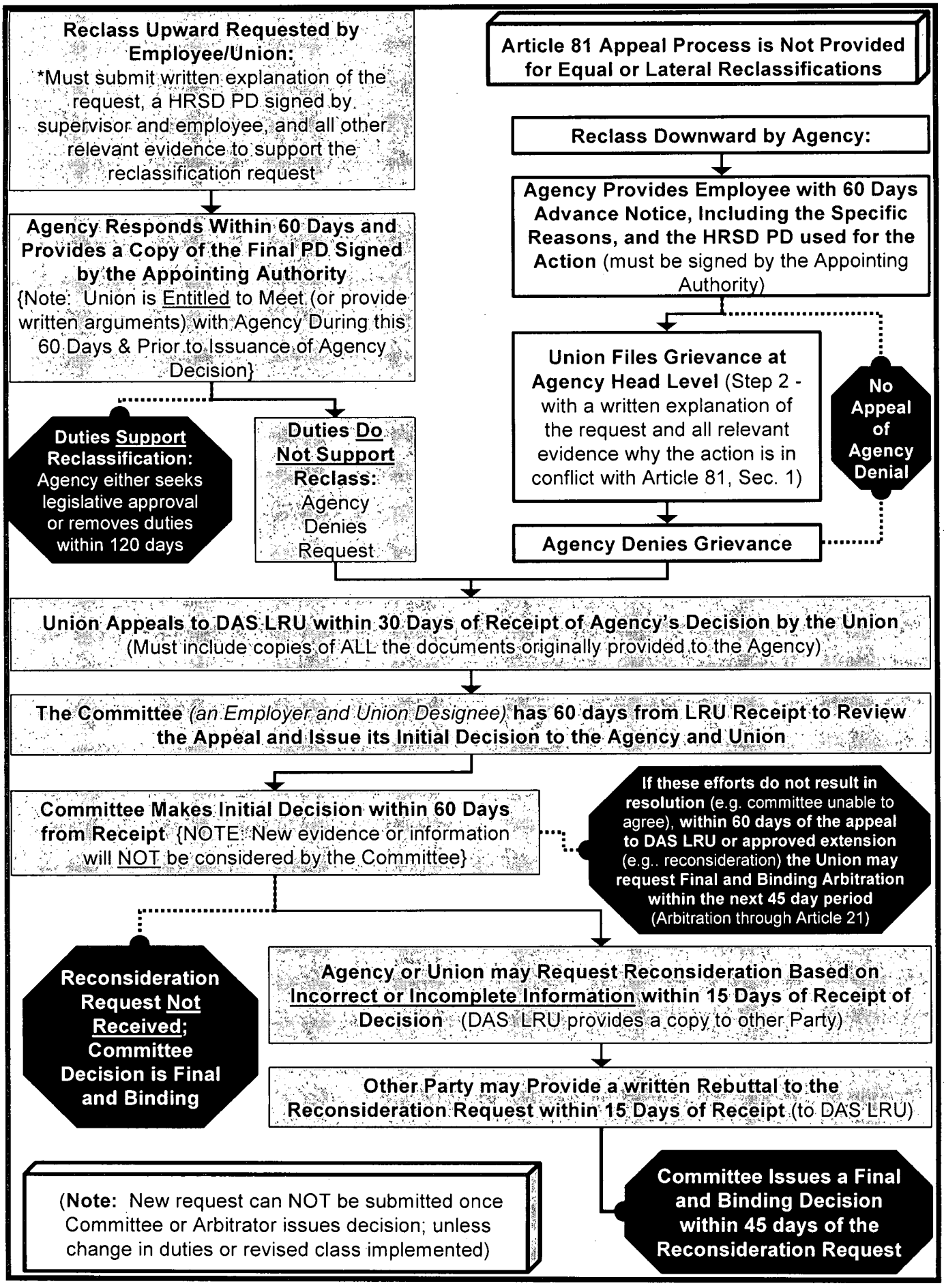
REQUEST	FILING AT AGENCY LEVEL	APPEAL TO COMMITTEE	COMMITTEE RECONSIDERATION	ARBITRATION
Reclassification Upward (See Appendix G) **(Note: Do not use grievance form.)**	**AGENCY –** Submit written explanation of the request, HRSD PD signed by supervisor and employee, and all other relevant evidence to Appointing Authority. The Agency has 60 days to review. The Union may present further written arguments or meet during the 60-day time period and prior to the Agency's decision.	**LRU –** Must be appealed by the **Union** within 30 calendar days after Agency decision. Appeal Committee will review within 60 days and issue a preliminary decision. Committee decisions become final if not reconsidered.	**LRU –** Reconsideration may be requested within 15 days if decision is based on incomplete or incorrect information. Binding final Committee decisions are issued within 45 calendar days.	If these efforts do not result in resolution (e.g. committee unable to agree), within 60 days of the appeal to DAS LRU or approved extension (e.g.. reconsideration) the Union may request Final and Binding Arbitration within the next 45 day period (Arbitration through Article 21).

Note: In case of any discrepancy, the affected provisions of the articles or law shall prevail.

* For temporary employees, the Union must request mediation within fifteen days of the Step 3 response. Arbitrations shall be processed using the expedited grievance procedure outlined in LOA 21.00-99-06.

** Tort claim notice must be filed with employer within 180 days .

APPENDIX G – ARTICLE 81 RECLASS FLOW CHART



APPENDIX H – FEASIBILITY STUDY FOR CONTRACTING-OUT WORK AFFECTING SEIU, LOCAL 503, OPEU-REPRESENTED EMPLOYEES

THIS FORM IS AVAILABLE ELECTRONICALLY ON DAS HRSD'S WEBSITE:
http://www.das.state.or.us/DAS/HR/forms.shtml

SECTION 1

A. Have you consulted with the agency's Human Resource Manager regarding intent to contract out work that could potentially fall under Article 13? Yes ☐ No ☐
- ***Identify Staff Contacted:*** _____

B. If yes, has notice of the agency's decision to conduct a feasibility study been provided to SEIU Local 503, OPEU? Yes* ☐ No ☐
** If* **Yes**, *attach copies of the correspondence.*

C. Is this a new or continuing contract? New ☐ Continuing* ☐
**** If continuing contract skip directly to Section 2 (Complete O and P).***

D. The work to be contracted is due to: Legislative Mandate* ☐ Agency Decision ☐
** If legislative mandate, reference below:*
_____

E. Why is contracting-out being considered?

F. Is the work to be contracted being performed by SEIU Local 503, OPEU bargaining unit employees? Yes ☐ No ☐

G. Description of work to be contracted, including affected classifications and geographic location(s)/work area(s):

H. Will SEIU Local 503, OPEU bargaining unit employees be displaced as a result of contracting-out this work? Yes* ☐ No ☐
** If yes, list number of affected bargaining unit employees by classification and geographic location. (Attach additional page(s), if necessary.)*

I. Estimated cost to perform work by SEIU Local 503, OPEU bargaining unit employees, including labor, equipment, materials, supervision, and other indirect costs:

Estimate Worksheet (detail cost calculations):

Direct costs are those costs for performing the work to be contracted. In calculating direct in-house costs, list only those costs which will be eliminated if the work is contracted-out.	
DIRECT COSTS	
Labor*	$
Equipment	$
Materials	$
	$
	$
TOTAL = * $	

Indirect costs include, but are not limited to, the costs of facilities, utilities, and other administrative costs apportioned among agency programs. Write in these costs below, as necessary.	
INDIRECT COSTS	
	$
	$
	$
	$
	$
TOTAL = ** $	

*** Total Direct Costs** $ _____

**** Total Indirect Costs** + $ _____

(Item I - Total Costs) $ _____

Attach additional page(s) showing detail on how the above costs were calculated for each item listed, including number of FTEs by classification; costs for each classification, including salary and other payroll expenses (OPE).

**** Count only 80% of the state employee's straight-time wage rate.***

J. Estimated cost to contract, including agency contract administration (inspecting and overseeing contractor's work & contract compliance):

Estimate Worksheet:

Estimated Contract Amount $ _____

Contract Administration + $ _____

TOTAL (Item J) = $ _____

Attach page(s) showing detail on how the above costs were calculated for each item listed, including, for contract administration costs, the number of FTEs by classification; and components of labor costs/OPE (salary, health, pension, social security).

K. Actual Savings: Difference between direct in-house costs from Part I and contract costs from Part J. $ _____

L. Estimated costs to the agency, if any, for specific activities required preparing for contracting-out of the work. $ _____

(e.g., information technology hardware and/ or software upgrade).

M. **Factors considered in decision to contract (cost, lack of staff or equipment, expertise, etc.):**

N. **How will the quality of the services be maintained by contracting-out of work?**

SECTION 2 – Renewal of Existing Contract

O. **How has the contractor's performance affected the delivery of effective and efficient services?**

P. **Is the cost of continuing the contracting-out of services greater than the most recent bid?** Yes* ☐ No ☐

* If yes, itemize the services and additional cost that will be incurred.

Prepared by: _____ Date: _____

Distribution:
- Agency's Human Resource Office;
- Labor Relations, DAS (FAX: (503) 373-7530);
- SEIU Local 503, OPEU, Attn: Leslie Frane or designee, (franel@opeuseiu.org) (FAX: (503) 581-1664)

2009-2011 MASTER AGREEMENT SIGNATURE PAGE

Executed this: 18th day of September, 2009 at Salem Oregon.

FOR THE STATE OF OREGON

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Eva Corbin, Deputy Admin. LRU
DAS/HRSD Co-Chief Negotiator

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PERSONAL NOTES

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DAS DEPARTMENT OF ADMINISTRATIVE SERVICES

Department of Administrative Services
Human Resource Services Division
Labor Relations Unit
155 Cottage Street NE, U80
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Electronic version of the Master Agreement and all coalitions are located at:
http://www.das.state.or.us/DAS/HR/CBAs.shtml