Collective Bargaining Agreement

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Contract in effect through June 30, 2011

Between SEIU Local 503, OPEU and the State of Oregon Department of Administrative Services
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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, 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 & 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, 10.5AV,X, 10.50, 10.5W, 11, 12, 14, 15, 17, 15, 19T, 19.1M, 19.2K, 21, 22T, 23T, 27, 29T, 30, 32T, 33.3A, 33.3C, 36T, 36.2K, 36.1M, 37, 48T, 60T, 90T, 101T, 113.5B,X, 121T, 123, 130.

(d) The following Letters of Agreement apply to temporary workers: LOA 21.00-09-06 Expedited Arbitration Procedure; LOA 21.00-99 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. 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.

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 permissive 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
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
(a) An alphabetical listing of all SEIU Local 503, OPEU-represented employees shall be provided monthly by payroll centers to the Union. Upon request, the payroll centers shall provide an alphabetical listing of SEIU Local 503-represented employees which 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 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 the definitions for report distribution codes and updates as requested.

(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 (10th) 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 of service date, 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

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
open 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, remittance of 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 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 contract in 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 (OHCSC).

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 paid to the replacing employee.

Section 3. The Employer shall reimburse the Employer for the penalty paid to the replacing employee.

Section 4. 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 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 or supervisory working file 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 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:

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

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
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, or subtract from, change or eliminate any of the terms of this Agreement. The arbitration shall 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
identiy 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 complaint 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, all grievances alleging 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 complaint 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 complaint 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
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 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.

(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 Motor Carrier Enforcement Officer 2 (C5858) shall be paid a differential of five percent (5%) above their current rate of pay for all hours worked during this assignment.

(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 classification 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.

(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.
(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 the 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 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 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 of 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:

<table>
<thead>
<tr>
<th>CLASS #</th>
<th>CLASS TITLE</th>
<th>SALARY RANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>8253</td>
<td>Forest Lookout</td>
<td>11</td>
</tr>
<tr>
<td>8256</td>
<td>Forest Officer Entry</td>
<td>19</td>
</tr>
<tr>
<td>8257</td>
<td>Forest Officer</td>
<td>23</td>
</tr>
<tr>
<td>0798</td>
<td>Veterans’ Service Officer Entry</td>
<td>19</td>
</tr>
<tr>
<td>0799</td>
<td>Veterans’ Service Officer</td>
<td>23</td>
</tr>
<tr>
<td>8263</td>
<td>Wildland Fire Dispatcher Entry</td>
<td>11</td>
</tr>
<tr>
<td>8264</td>
<td>Wildland Fire Dispatcher</td>
<td>15</td>
</tr>
<tr>
<td>8254</td>
<td>Wildland Fire Suppression Spec. Entry</td>
<td>13</td>
</tr>
<tr>
<td>8255</td>
<td>Wildland Fire Suppression Specialist</td>
<td>17</td>
</tr>
</tbody>
</table>
(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:

<table>
<thead>
<tr>
<th>CLASS #</th>
<th>CLASS TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>0791</td>
<td>Veterans’ Benefit Consultant</td>
</tr>
<tr>
<td>8210</td>
<td>Forest Lookout</td>
</tr>
<tr>
<td>0315</td>
<td>Forestry Communications Dispatcher</td>
</tr>
<tr>
<td>0316</td>
<td>Forestry Communications Dispatcher Coord.</td>
</tr>
<tr>
<td>4115</td>
<td>Laborer 1</td>
</tr>
<tr>
<td>4114</td>
<td>Student Worker/Trades</td>
</tr>
<tr>
<td>0791</td>
<td>Veterans’ Benefit Consultant</td>
</tr>
</tbody>
</table>

Section 6. Compensation Plan Changes.
Effective July 1, 2009, the following classifications shall be adjusted as indicated below:

<table>
<thead>
<tr>
<th>CLASS #</th>
<th>CLASS TITLE</th>
<th>SALARY RANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>3715</td>
<td>Chemist 1</td>
<td>23 24</td>
</tr>
<tr>
<td>3716</td>
<td>Chemist 2</td>
<td>25 26</td>
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<tr>
<td>3717</td>
<td>Chemist 3</td>
<td>27 28</td>
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<tr>
<td>3410</td>
<td>Environmental Engineer 1</td>
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<tr>
<td>3411</td>
<td>Environmental Engineer 2</td>
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<tr>
<td>3412</td>
<td>Environmental Engineer 3</td>
<td>30 32</td>
</tr>
<tr>
<td>1116</td>
<td>Research Analyst 2</td>
<td>22 23</td>
</tr>
</tbody>
</table>

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 date 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,
An employee's

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 entitled 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 (10th) 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 monthly or pay period, pay status basis, whichever is appropriate.

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

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

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

Section 2. General Compensation.

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

(b) Permanent Part-Time Employees:

(1) Pay and benefits will be computed on a prorated monthly or pay period basis, such as one-half (1/2) 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:

\[
\text{Actual Hours} \times \frac{\text{Old Rate}}{\text{Possible Hours}} + \text{Actual Hours} \times \frac{\text{New Rate}}{\text{Possible Hours}} = \text{Gross Pay}
\]
Section 3. The Parties agree that if the Employer adopts a biweekly pay plan, this Article of the Contract will be open for renegotiation.

ARTICLE 31--INSURANCE

Section 1. Employer Contribution.
(a) An Employer contribution for health and dental benefits will only be made for each active employee who has at least eighty (80) paid regular hours in a month and who is eligible for medical insurance coverage.
(b) It is understood that the administrative intent of this Article is that the Employer contribution is made for individuals who are participants in the medical insurance coverages. Participation will mean that eligible less-than-full-time employees who drop out of coverage will be considered to participate. Additionally, employees who elect to opt out of coverage for a cash incentive will be considered to participate.

Section 2. Full-Time Employees.
(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
when an employee is

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

ARTICLE 38--MOVING EXPENSES
Reimbursement for moving shall be as provided in the Department of Administrative Services, Human Resources Services Division Policy, Employee Relocation Allowance (#40.055.10). The Employer shall give the Union at least thirty (30) days advance notice of any proposed changes to this policy. Such changes which involve a mandatory subject of bargaining shall be subject to negotiation if requested by the Union.

ARTICLE 40--PENALTY PAY
(All Coalitions Except ODOT)
Section 1. Call Back Compensation
(a) Call back is an occasion where an employee has been released from duty and is called back to work prior to his/her normal starting time. On such occasions, the employee’s scheduled or recognized shift shall be made available for work, except that the Agency shall not be obligated to work the employee more than twelve (12) consecutive hours and the employee may choose not to work more than twelve (12) consecutive hours, excluding meal periods, of combined call back time and regular shift time.

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

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

Section 2. Reporting Compensation
(a) Reporting time is the time designated or recognized as the start of the daily workshift or weekly work schedule.

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

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

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

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

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

ARTICLE 43--CAREER DEVELOPMENT
Bargaining unit employees may contact their Human Resource Office to identify promotional paths within their Agency.

ARTICLE 44--AFFIRMATIVE ACTION
The State agrees to have a designee from each Agency meet, upon specific request, with the SEIU Local 503, OPEU Affirmative Action, Equal Opportunity Committee to present and discuss their affirmative action plan including, but not limited to, efforts to recruit, retain, and promote minorities, women, and people with disabilities.

ARTICLE 45--FILLING OF VACANCIES
Section 1. Vacancies shall 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) Failure to report for duty within the time specified by the Agency;
(e) Expiration of term of eligibility on list;
(f) Failure to pass the appropriate promotion test.
(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
(Alleged 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 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.

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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 denial 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) which will 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
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 within 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 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 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 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 except by mutual agreement, 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 requirements 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 Exhusted.
(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 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 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
In addition to the holidays, all employees will receive leave without pay.

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 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.

(d) Memorial Day on the first Monday in September.

(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.
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.

Part-time, hourly, seasonal part-time and seasonal full-time hourly employees will receive a prorated share of the eight (8) hours of holiday pay based on the number of hours actually worked as compared to the total number of possible work hours in the month or pay period. The holiday shall not count as part of the total possible work hours in the month or pay period or the total hours worked and shall be calculated as follows:

\[
\frac{\text{Total Hours Worked}}{\text{Total Hours in Month or Pay Period}} \times \frac{\text{Holiday Hours in the Month}}{8}
\]

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 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 (Temporary Employees)

Section 1. Any temporary employee who is 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 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.

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 60 T--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 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:

<table>
<thead>
<tr>
<th>Length of State Service:</th>
<th>Vacation Accrual Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td>After six months (minimum 1,040 hours)</td>
<td>12 workdays for each 12 full calendar months of service</td>
</tr>
<tr>
<td>(a) through 5th year;</td>
<td>(8 hours per month)</td>
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<tr>
<td>(b) 5th annual season; or,</td>
<td></td>
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<tr>
<td>(c) 60 months.</td>
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<tr>
<td>After (a) through 10th year;</td>
<td>15 workdays for each 12 full calendar months of service</td>
</tr>
<tr>
<td>(b) 10th annual season through 10th annual season; or,</td>
<td>(10 hours per month)</td>
</tr>
<tr>
<td>(c) 60 months through 120th month</td>
<td></td>
</tr>
<tr>
<td>After (a) through 15th year;</td>
<td>18 workdays for each 12 full calendar months of service</td>
</tr>
<tr>
<td>(b) 15th annual season through 15th annual season; or,</td>
<td>(12 hours per month)</td>
</tr>
<tr>
<td>(c) 120 months through 180th month</td>
<td></td>
</tr>
<tr>
<td>After (a) through 20th year;</td>
<td>21 workdays for each 12 full calendar months of service</td>
</tr>
<tr>
<td>(b) 20th annual season through 20th annual season; or,</td>
<td>(14 hours per month)</td>
</tr>
<tr>
<td>(c) 240 months through 240th month</td>
<td></td>
</tr>
<tr>
<td>After (a) through 25th year;</td>
<td>24 workdays for each 12 full calendar months of service</td>
</tr>
<tr>
<td>(b) 25th annual season through 25th annual season; or,</td>
<td>(16 hours per month)</td>
</tr>
<tr>
<td>(c) 300 months through 300th month</td>
<td></td>
</tr>
<tr>
<td>After (a) through 30th year;</td>
<td>27 workdays for each 12 full calendar months of service</td>
</tr>
<tr>
<td>(b) 30th annual season; or,</td>
<td>(18 hours per month)</td>
</tr>
<tr>
<td>(c) 360 months</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

Section 2. Vacation Leave for New or Separating Employees.
(a) New employees who begin work in the middle of a
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 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 has 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 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

(Email Departement)

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 1. 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 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 reclassification 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 arbitral 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 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, 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

(For administration of performance increases, see Article 29.)

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

(For administration of performance increases, see Article 29.)

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 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 work week is maintained.

If, in fact, these criteria are met, the Agency will 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 work 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 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 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 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 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 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 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 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 (7th) calendar day following the date
the worker is notified by the insurer or self-insured
employer by certified mail that the worker’s attending
physician has released the worker for employment, notify
his/her supervisor, personnel officer, or someone in
management who has authority to act on this demand, of
his/her status and that he/she is available to return to work.
Extenuating circumstances may extend the requirement for
timely notice. An employee who fails to provide timely
notice of his/her status shall be considered to have
voluntarily terminated his/her employment.

Employees released by their physician for light or
limited duty are eligible for modified work consistent with
the physician’s certification of the worker’s capabilities, the
Agency’s ability to construct duties and availability of work.
However, to be eligible for possible light duty or modified
work, the employee must, where reasonable to do so, keep
in regular contact with the Employer beginning with the day
following the injury or illness. This assignment of work is
temporary and is established through discussions with the
physician as to the prognosis of when the employee will be
able to return to his/her full range of duties.

Since duties will be tailored based on a physician’s
statement of types of light or limited duties the injured
employee can do, these duties may overlap various state
classifications and may change the essential duties
performed by other employees who will suffer no economic
detriment due to these temporary work changes. All
reasonable efforts will be made to avoid disruption to
existing staff, e.g., filling usable vacancies prior to altering
the duties of incumbents.

This is a temporary, modified return-to-work plan, to be
reviewed every thirty (30) days and may be terminated
when warranted by physicians’ statements or light duty is
no longer required or can no longer be made available.
The return of injured workers shall be exempt from Article
45. Concerning the injured worker, light duty assignments
can be made without regard to the requirements of Article
26, Section 10, and Articles 80, 81, 85, and 90, and
including all coalition language within these Articles, except
where specific work assignments have been designated for
return of injured workers.

Although duties of non-injured staff may be temporarily
(not to exceed six (6) months) changed, such change may
not give rise to a claim under the Articles listed above.
However, days off and shifts of permanent full-time
employees shall not be affected by this program.

Section 5. The Employer will cooperate with the Workers’
Compensation Program in the modification of work or work
stations in order to accommodate employees permanently
disabled as a result of a work-related injury or illness.

Section 6. When an employee is injured on the job and
suffers time loss greater than fifteen (15) days, the
Employer shall refer the employee to appropriate sources
for explanation of his/her rights and obligations related to
medical, retirement, and Workers’ Compensation benefits.
A letter to the employee’s last address of record shall constitute proper referral.

Section 7. All reassignments under this Article will be made in a manner to keep the injured employee at or near his/her official place of employment. No reassignments under this Article will require such employee to travel more than thirty-five (35) miles or the distance of his/her regular commute, whichever is greater.

ARTICLE 108–VIDEO DISPLAY TERMINALS

Section 1. Whenever any new piece of VDT equipment is purchased from outside of State government, the Agency will follow the Department of Consumer & Business Services guidelines on VDTs as they pertain to that piece of equipment. When an Agency buys used equipment, then it will make every effort to comply with Department of Consumer & Business Services guidelines. If it is not able to do so, then any Union Steward, upon identification and submission of a VDT safety practice problem, may request and shall be scheduled to meet with the appropriate management representative to review the specific safety concerns.

Glare screens will be provided upon request. The Employer will provide safe operation instructions when new equipment is installed. VDTs will be cleaned and inspected as needed to ensure proper operation.

Section 2. The Agency will inform employees if it is using computer monitoring. Notice will include what is being monitored and its intended use.

Section 3. The Agency will not use subliminal software.

Section 4. The Employer and the Union agree that employees who are assigned full-time to continuously operate video display terminals (VDT) or cathode ray tubes (CRT) can be more productive if provided short periods of assignment to other duties throughout the workshift. Subject to operational needs, managers will arrange other work assignments so as to provide ten (10) minutes of relief for each hour worked at a VDT or CRT.

Section 5. Upon request, employees who operate a VDT or CRT shall be provided available wrist rests for trial usage. If the wrist rest is determined to be beneficial a permanent wrist rest will be assigned to the station.

ARTICLE 121T–EDUCATION, TRAINING, AND DEVELOPMENT (Temporary Employees)

Mandated training time is considered work time.

ARTICLE 121.1–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 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 notice of closure, he/she shall be paid for two (2) hours at the straight-time rate of pay.

(b) When the Employer/Agency fails to notify employees not to report to work, pursuant to Section 1, FLSA Non-Exempt employees who arrive to start their scheduled shift within two (2) hours of notice of closure shall be paid for two (2) hours at the straight-time rate of pay.

Section 4. FLSA-Exempt Employees. Pursuant to the FLSA, an exempt employee shall be paid for the workshift. An FLSA-exempt employee may be required to use paid leave where the closure applies to that employee for one (1) or more full workweek(s).

Section 5. When in the judgment of the Employer/Agency, inclement or hazardous conditions require the closing of the workplace following the beginning of an employee’s workshift, the employee shall be paid for the remainder of his/her workshift.

Section 6. Alternate Worksites. Employees may be assigned or authorized to report to work at alternative worksites or with prior approval from their supervisor may work from home and be paid for the time worked.

Section 7. Late or Unable to Report. Except as provided for in Section 2 of this Article, where the Agency remains open and an employee notifies his/her supervisors that he/she is unable to or will be late in reporting for work due to inclement or hazardous conditions, the employee shall use accrued vacation leave, compensatory time off, personal leave, or leave without pay.

Section 8. Employees on Pre-Scheduled Leave. If an employee is on pre-scheduled leave the day of inclement or hazardous conditions, the employee will be compensated according to the approved leave.

Section 9. Make-up Time Provisions. Subject to Agency operating requirements and supervisory approval, employees who do not work pursuant to Section 3 and Section 7 of this Article may make up part or all of their work time missed during the same workweek. In no instance will time worked during the make-up period result in overtime, compensatory time, or premium payments being charged to the Agency.

Section 10. Temporary Employees. Non-exempt employees will be unscheduled from work and FLSA-exempt temporary employees will be in paid status for closures less than one (1) full workweek and unscheduled from work for closures more than one (1) full workweek under this Article unless the temporary appointment ends.

ARTICLE 125--TECHNOLOGICAL CHANGE/RETRAINING

Section 1. Definition. Technological change is defined as a change in equipment, particularly of an electronic or mechanized nature, which may have the result of reducing the number of bargaining unit employees, reducing the required work hours of bargaining unit employees, and/or altering skill requirements for job positions within the bargaining unit.

Section 2. The Parties support technological advancement, recognizing that it is necessary to ensure an expanding economy. Similarly, the Parties recognize that job displacement, occupational shifts, and employee working conditions may be adversely affected by the introduction of new technology. To reconcile these conflicting realities, the Parties agree to the following:

(a) The Employer agrees to give the Union sufficient advance notice of anticipated technological changes which will have a substantial impact on the manner in which job duties of a significant number of employees are performed so that it can review such changes and evaluate the impact on bargaining unit members. With this notice, the Employer shall inform the Union of whether and to what extent it anticipates that the changes will displace employees, cause a reduction in work hours, cause a change in skill requirements, or result in the fragmentation of existing jobs.

(b) An ad hoc Union/Management Technological Change Committee, composed of three (3) persons from the Union and three (3) persons from management, shall be established for the purposes of reviewing the technological change and its impact on the working conditions of bargaining unit members.

(c) The Employer agrees to meet with the Union to discuss the Committee’s findings and recommendations and it agrees to make every good faith effort to reduce the detrimental effects of technological change on bargaining unit members.

(d) Should a regular status employee become displaced, the agency shall offer Subsection (1) or (2) under the following conditions:

(1) Subject to funding, Agency needs, employee interests and ability, and scheduling, the Agency will provide retraining.
In the event of a layoff, a criminal records check may accompany the employee during the meeting. In the event the fitness determination changes as a result of the meeting, he or she may appeal the fitness determination as outlined in the Agency rule or policy.

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.

(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 130—PROFESSIONAL RECOGNITION
At the request of an employee who was the primary author of a manual, manuscript, or other similar major publication for which he/she would like to receive recognition, the Agency agrees to provide appropriate individual recognition on the manual, manuscript, or other similar major publication.

ARTICLE 132—CRIMINAL RECORDS CHECK
Section 1. Except as provided by Governor’s executive order or state or federal law as implemented by Agency rule or policy, the Employer will not require a criminal records check on any current employee in his or her current position if the requirement was not in place when the employee was appointed to the position. Agencies will send Agency rules, policies, and subsequent changes to SEIU Headquarters. Upon notification, the Union may exercise its rights pursuant to all Article 20 rights.

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.

(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.
LETTER OF AGREEMENT 02.00-09-01

**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 receipt of the notice of intent to exclude. Should such notice be given by the Union, DAS, LRU will forego implementing the change in designation for an additional forty (40) days, beyond the initial twenty (20) day period. The purpose of this forty (40) day period is to allow the Union time to investigate whether it has grounds to contest the proposed change in status. If the Union decides to pursue challenging an exclusion, it must file with the Employment Relations Board (ERB) prior to the end of this forty (40) day period. In such event, DAS, LRU agrees to forego implementing the change in designation until the matter is resolved by way of ERB decision, settlement, or other manner.

3. If DAS, LRU does not receive timely notice from the Union indicating its intent to contest the exclusion during the initial twenty (20) day period or if the Union does not file with the ERB during the subsequent forty (40) day period, DAS, LRU may proceed to change the position's designation, and the Union agrees not to contest the excluded status of this position during the remainder of this contract term, unless the position's duties should materially change such that the exclusion is no longer warranted.

4. For purposes of this Agreement, written notice may occur by personal delivery, fax or mail (postmark) within the time frames cited above.

**LETTER OF AGREEMENT 10.00-05-125**

**Article 10—Union Rights**

**Employee ID Numbers**

This Letter of Agreement is between the State of Oregon, acting through the Department of Administrative Services (Employer) on behalf of Agencies covered by the Master Agreement and the SEIU Local 503, OPEU (Union).

The Parties hereby agree to the following conditions to move to an employer-generated identification system:

1. The Employer will use “OR” as the two (2) character designation to be followed by a seven (7) digit number for its unique employee identifier (employee number).

2. When the Union requests that the Employer resolve potential duplicate record issues, the Union will provide available information on that employee. The Employer will make every reasonable effort to aid the Union in resolving duplicate record issues using all information available to the Employer. The
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 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)
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 a 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.

   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 reassigned 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.

APPENDIX A – LETTERS OF AGREEMENT

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 26.10-07-164
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.
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.

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.

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 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 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 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 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 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 Specialist 1
   - Executive Specialist 2
   - Public Service Specialist 1
   - Public Service 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
   - Word 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

1. 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
APPENDIX A – LETTERS OF AGREEMENT

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 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 Subcommittee 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 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 00.00-99-49
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.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Class #</th>
<th>Eff Date</th>
<th>SR</th>
<th>PT/FT</th>
</tr>
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<tbody>
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<td>Train.Spec.</td>
<td>C1332</td>
<td>7/1/94</td>
<td>26</td>
<td>FT</td>
</tr>
</tbody>
</table>

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 00.00-05-131
Critical Incident (DHS & Institutions)

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).

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 00.00-09-166
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 00.00-09-191
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:

<table>
<thead>
<tr>
<th>Tiers by Salary Rate</th>
<th>Number of Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2450 and below</td>
<td>10 days</td>
</tr>
<tr>
<td>$2451 to $3100</td>
<td>12 days</td>
</tr>
<tr>
<td>$3101 and above</td>
<td>14 days</td>
</tr>
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</table>

   (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
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 choices 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.

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<tbody>
<tr>
<td>1.  $2450 and below</td>
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<tr>
<td>2.  $2451 - $3100</td>
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</tr>
<tr>
<td>3.  $3101 and above</td>
<td>7</td>
<td>7</td>
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</tbody>
</table>

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:

\[(MS \div TM) \times TO\]

Formula Description:

\[MS = \text{Estimated number of months the seasonal employee will}
work during the period in which mandatory unpaid time off
must be taken.}\]

\[TM = \text{Total number of months during the 2009-2011 biennium}
during which mandatory unpaid time off must be taken}
(which is twenty-two (22) months).\]

\[TO = \text{Total number of mandatory unpaid time off days required}
for the biennium for the salary tier for the employee.}\]

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:

\[(MS \div TM) = \frac{9}{22} = 0.409\]

\[TO = 14\]

\[9 \times 0.409 \times 14 = 5.73\]

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:

\[(SSH/FTH) \times 8 = MH\]

Formula Description:

\[SSH = \text{The scheduled hours in a month for the part-time}
seasonal employee.}\]

\[FTH = \text{The number of full-time hours in a month.}\]

\[8 = \text{The number of hours in a full-time mandatory unpaid time}
off day obligation.}\]

\[MH = \text{The number of mandatory unpaid time off hours required}
for a mandatory unpaid time off day for the part-time}
seasonal employee.}\]

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:

\[(130 \text{ hours} / 173.33 \text{ hours}) \times 8 = 6 \text{ hours}\]
The three-quarter (3/4) time employee would take three-quarters (3/4) of a workday (i.e., six (6) hours) off for a mandatory unpaid time off day 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 (15th) of the last month in a quarter, the change will be effective the following quarter.


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 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.


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.


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 Remaining by Salary Tier

#### NEW HIRE Obligation
(with Agency Closures and/or Floats)

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#### SEPARATING EMPLOYEE Obligation
(with Agency Closures and/or Floats)

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### 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**

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APPENDIX B – NEW CLASSIFICATION PLAN WITH SALARY RANGES
SEIU LOCAL 503, OPEU - As of July 1, 2009

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### APPENDIX B – NEW CLASSIFICATION PLAN WITH SALARY RANGES

**SEIU LOCAL 503, OPEU - As of July 1, 2009**

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*A* Half-step range. An eight or nine-step range with rates that are approximately halfway between two ranges.

*B* Rates are the four or five top steps of a regular salary range.

*I* Special off-range pay option rate for Information Systems classifications.

*N* Special off-range rate for Nursing classifications.

*PR* First step is truncated.

*S* Other special adjustment off-range class.

*T* Four or five-step range that has steps between two regular salary ranges.

* These new and revised classifications will be effective October 1, 2009, per Article 27, Section 5(a).
### APPENDIX C – SALARY SCHEDULES* – STRIKEABLE UNIT – GENERAL

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* The DAS Payroll System calculations for salary steps shall prevail over any printing discrepancy.
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* The DAS Payroll System calculations for salary steps shall prevail over any printing discrepancy.
## APPENDIX C – SALARY SCHEDULES* – STRIKEABLE UNIT – GENERAL

**September 1, 2010 SALARY STEPS - STRIKEABLE UNIT**

This table reflects the Added and Dropped Step from the Add/Drop LOA Dated 12-11-2007

| SALARY RANGE | September 1, 2010 | SALARY STEPS | STRIKEABLE UNIT | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|--------------|-------------------|--------------|-----------------|---|---|---|---|---|---|---|---|---|---|
| 5            |                   |              |                 |  |  |  |  |  |  |  |  |  | 1920 1981 2052 |
| 7            |                   |              |                 |  |  |  |  |  |  |  |  |  | 2214 2284 2354 |
| 8            |                   |              |                 |  |  |  |  |  |  |  |  |  | 2284 2354 2424 |
| 9            |                   |              |                 |  |  |  |  |  |  |  |  |  | 2424 2494 2564 |
| 10           |                   |              |                 |  |  |  |  |  |  |  |  |  | 2564 2634 2704 |
| 11           |                   |              |                 |  |  |  |  |  |  |  |  |  | 2634 2704 2774 |
| 11B          |                   |              |                 |  |  |  |  |  |  |  |  |  | 2774 2844 2914 |
| 12           |                   |              |                 |  |  |  |  |  |  |  |  |  | 2844 2914 2984 |
| 13           |                   |              |                 |  |  |  |  |  |  |  |  |  | 2984 3054 3124 |
| 14           |                   |              |                 |  |  |  |  |  |  |  |  |  | 3054 3124 3194 |
| 14A          |                   |              |                 |  |  |  |  |  |  |  |  |  | 3124 3194 3264 |
| 14B          |                   |              |                 |  |  |  |  |  |  |  |  |  | 3264 3334 3404 |
| 15           |                   |              |                 |  |  |  |  |  |  |  |  |  | 3334 3404 3474 |
| 16           |                   |              |                 |  |  |  |  |  |  |  |  |  | 3404 3474 3544 |
| 16S          |                   |              |                 |  |  |  |  |  |  |  |  |  | 3544 3614 3684 |
| 17           |                   |              |                 |  |  |  |  |  |  |  |  |  | 3614 3684 3754 |
| 18           |                   |              |                 |  |  |  |  |  |  |  |  |  | 3754 3824 3894 |
| 18PR         |                   |              |                 |  |  |  |  |  |  |  |  |  | 3824 3894 3964 |
| 18S          |                   |              |                 |  |  |  |  |  |  |  |  |  | 3964 4034 4104 |
| 19           |                   |              |                 |  |  |  |  |  |  |  |  |  | 4034 4104 4174 |
| 19S          |                   |              |                 |  |  |  |  |  |  |  |  |  | 4104 4174 4244 |
| 20           |                   |              |                 |  |  |  |  |  |  |  |  |  | 4244 4314 4384 |
| 20S          |                   |              |                 |  |  |  |  |  |  |  |  |  | 4314 4384 4454 |
| 21           |                   |              |                 |  |  |  |  |  |  |  |  |  | 4454 4524 4594 |
| 21I          |                   |              |                 |  |  |  |  |  |  |  |  |  | 4524 4594 4664 |
| 21S          |                   |              |                 |  |  |  |  |  |  |  |  |  | 4594 4664 4734 |
| 22           |                   |              |                 |  |  |  |  |  |  |  |  |  | 4664 4734 4804 |
| 23           |                   |              |                 |  |  |  |  |  |  |  |  |  | 4734 4804 4874 |
| 23T          |                   |              |                 |  |  |  |  |  |  |  |  |  | 4804 4874 4944 |
| 24           |                   |              |                 |  |  |  |  |  |  |  |  |  | 4944 5014 5084 |
| 25           |                   |              |                 |  |  |  |  |  |  |  |  |  | 5014 5084 5154 |
| 25I          |                   |              |                 |  |  |  |  |  |  |  |  |  | 5084 5154 5224 |
| 26           |                   |              |                 |  |  |  |  |  |  |  |  |  | 5154 5224 5294 |
| 26B          |                   |              |                 |  |  |  |  |  |  |  |  |  | 5224 5294 5364 |
| 27           |                   |              |                 |  |  |  |  |  |  |  |  |  | 5294 5364 5434 |
| 28           |                   |              |                 |  |  |  |  |  |  |  |  |  | 5364 5434 5504 |
| 28I          |                   |              |                 |  |  |  |  |  |  |  |  |  | 5434 5504 5574 |
| 28N          |                   |              |                 |  |  |  |  |  |  |  |  |  | 5504 5574 5644 |
| 29           |                   |              |                 |  |  |  |  |  |  |  |  |  | 5574 5644 5714 |
| 30           |                   |              |                 |  |  |  |  |  |  |  |  |  | 5644 5714 5784 |
| 31           |                   |              |                 |  |  |  |  |  |  |  |  |  | 5714 5784 5854 |
| 31I          |                   |              |                 |  |  |  |  |  |  |  |  |  | 5784 5854 5924 |
| 32           |                   |              |                 |  |  |  |  |  |  |  |  |  | 5854 5924 5994 |
| 33           |                   |              |                 |  |  |  |  |  |  |  |  |  | 5924 5994 6064 |
| 33I          |                   |              |                 |  |  |  |  |  |  |  |  |  | 5994 6064 6134 |
| 35           |                   |              |                 |  |  |  |  |  |  |  |  |  | 6064 6134 6204 |
| 37           |                   |              |                 |  |  |  |  |  |  |  |  |  | 6134 6204 6274 |
| 39           |                   |              |                 |  |  |  |  |  |  |  |  |  | 6204 6274 6344 |

* The DAS Payroll System calculations for salary steps shall prevail over any printing discrepancy.
### 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

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* The DAS Payroll System calculations for salary steps shall prevail over any printing discrepancy.

### 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

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* The DAS Payroll System calculations for salary steps shall prevail over any printing discrepancy.
## 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.

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* The DAS Payroll System calculations for salary steps shall prevail over any printing discrepancy.
### July 1, 2009 to August 31, 2009 Salary Schedules - Institution Teachers

This table reflects the Added and Dropped Step from the Add/Drop LOA Dated 12-11-2007

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**Step:**

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4. 2823
5. 2910
6. 3003
7. 3090
8. 3187
9. 3275
10. 3371
11. 3463
12. 3557
13. 3649
14. 3744
15. 3836
16. 3923
17. 4017
18. 4107
19. **4380**

*The DAS Payroll System calculations for salary steps shall prevail over any printing discrepancy.*

### September 1, 2009 to August 31, 2010 Salary Schedules - Institution Teachers

This table reflects the Dropped Step from the Add/Drop LOA Dated 12-11-2007

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**Step:**

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18. **4380**

*The DAS Payroll System calculations for salary steps shall prevail over any printing discrepancy.*
# September 1, 2010 SALARY STEPS - INSTITUTION TEACHERS

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* The DAS Payroll System calculations for salary steps shall prevail over any printing discrepancy.
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<tr>
<td>Discipline</td>
<td>Within 30 calendar days from effective date of discipline</td>
<td>Step 2 - Agency Head within 30 calendar days of discipline</td>
<td>Step 3 - LRU Within 15 calendar days after Step 2 response was due or received</td>
<td>Step 4 - LRU Appeal to Arbitration within 45 calendar days after the Step 3 response was due or received</td>
<td></td>
</tr>
<tr>
<td>Non-Disciplinary Except: Group, Discrimination, Reclassification</td>
<td>Within 30 calendar days of the violation</td>
<td>Step 2 - Agency Head within 15 calendar days after Step 1 response was due or received</td>
<td>Step 3 - LRU Within 15 calendar days after Step 2 response was due or received</td>
<td>Step 4 - LRU Appeal to Arbitration within 45 calendar days after the Step 3 response was due or received</td>
<td></td>
</tr>
<tr>
<td>Group - issues involving 2 or more supervisors in the same agency</td>
<td>Within 30 calendar days of the violation</td>
<td>Step 2 - Agency Head within 30 calendar days of the violation</td>
<td>Step 3 - LRU Within 15 calendar days after Step 2 response was due or received</td>
<td>Step 4 - LRU Appeal to Arbitration within 45 calendar days after the Step 3 response was due or received</td>
<td></td>
</tr>
<tr>
<td>Group - issues involving more than one agency</td>
<td>Within 30 calendar days of the violation</td>
<td>Step 2 - Agency Head within 30 calendar days of the violation</td>
<td>Step 3 - LRU Within 15 calendar days after Step 2 response was due or received</td>
<td>Step 4 - LRU Appeal to Arbitration within 45 calendar days after the Step 3 response was due or received</td>
<td></td>
</tr>
<tr>
<td>Discrimination - sexual harassment, gender identity, or sexual orientation**</td>
<td>Within 30 calendar days of the violation</td>
<td>Step 2 - Agency Head within 30 calendar days of the violation</td>
<td>Step 3 - LRU Grievance must be received within 15 calendar days after Step 2 response was due or received</td>
<td>Step 4 - LRU Appeal to Arbitration within 45 calendar days after the Step 3 response was due or received</td>
<td></td>
</tr>
<tr>
<td>Discrimination - race, color, marital status, religion, sex, national origin, age, mental or physical handicap</td>
<td>Within 30 calendar days of the violation</td>
<td>Step 2 - Agency Head within 30 calendar days of the violation</td>
<td>May be referred to Equal Employment Opportunity Commission or Bureau of Labor &amp; Industries if unresolved (no arbitration remedy).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leave - Family Medical Leave Act (FMLA)/Oregon Family Leave Act (OFLA)</td>
<td>Within 30 calendar days of the date of violation</td>
<td>Step 2 - Agency Head within 30 calendar days of the violation</td>
<td>May be submitted to Dept. of Labor if unresolved.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reclassification Downward</td>
<td>Within 30 calendar days of notice that the position will be reclassified down</td>
<td>Step 2 - Agency Head within 30 calendar days of the notice</td>
<td>Step 3 - LRU Must be appealed by the Union within 30 calendar days after Agency decision. Joint panel will review within 45 days.</td>
<td>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.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REQUEST</th>
<th>FILING AT AGENCY LEVEL</th>
<th>APPEAL TO COMMITTEE</th>
<th>COMMITTEE RECONSIDERATION</th>
<th>ARBITRATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reclassification Upward (See Appendix G) (Note: Do not use grievance form.)</td>
<td>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.</td>
<td>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.</td>
<td>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.</td>
<td>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).</td>
</tr>
</tbody>
</table>

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

Reclass Upward Requested by Employee/Union:
*Must submit written explanation of the request, a HRSD PD signed by supervisor and employee, and all other relevant evidence to support the reclassification request

Agency Responds Within 60 Days and Provides a Copy of the Final PD Signed by the Appointing Authority
(Note: Union is Entitled to Meet (or provide written arguments) with Agency During this 60 Days & Prior to Issuance of Agency Decision)

Agency Provides Employee with 60 Days Advance Notice, Including the Specific Reasons, and the HRSD PD used for the Action (must be signed by the Appointing Authority)

Union Files Grievance at Agency Head Level (Step 2 - with a written explanation of the request and all relevant evidence why the action is in conflict with Article 81, Sec. 1)

Agency Denies Grievance

Reconsideration Request within 15 Days of Receipt (e.g. reconsideration) the Union may request Final and Binding Arbitration within the next 45 day period (Arbitration through Article 21)

Duties Support Reclassification: Agency either seeks legislative approval or removes duties within 120 days

Duties Do Not Support Reclassification: Agency does not seek legislative approval or does not remove duties within 120 days

Union Appeals to DAS LRU within 30 Days of Receipt of Agency’s Decision by the Union (Must include copies of ALL the documents originally provided to the Agency)

The Committee (an Employer and Union Designee) has 60 days from LRU Receipt to Review the Appeal and Issue its Initial Decision to the Agency and Union

Committee Makes Initial Decision within 60 Days from Receipt {NOTE: New evidence or information will NOT be considered by the Committee}

Agency or Union may Request Reconsideration Based on Incorrect or Incomplete Information within 15 Days of Receipt of Decision (DAS LRU provides a copy to other Party)

Other Party may Provide a written Rebuttal to the Reconsideration Request within 15 Days of Receipt (to DAS LRU)

Reconsideration Request Not Received; Committee Decision is Final and Binding

Committee Issues a Final and Binding Decision within 45 days of the Reconsideration Request

(Reclassification)

Reclassification:
(Change in duties or revised class implemented)

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)

Article 81 Appeal Process is Not Provided for Equal or Lateral Reclassifications

Reclass Downward by Agency:

No Appeal of Agency Denial

2009-2011 SEIU Local 503, OPEU/State of Oregon CBA
APPENDIX H – FEASIBILITY STUDY FOR CONTRACTING-OUT WORK AFFECTING SEIU, LOCAL 503, OPEU-REPRESENTED EMPLOYEES

THIS FORM IS AVAILABLE ELECTRONICALLY ON DAS HRSD’S WEBSITE: http://www.das.state.or.us/DAS/HR/forms.shtml

- Page 1 of 3 -

**SECTION 1**

<table>
<thead>
<tr>
<th>A. Have you consulted with the agency’s Human Resource Manager regarding intent to contract out work that could potentially fall under Article 13?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identify Staff Contacted: ________________________________</td>
</tr>
<tr>
<td>Yes ☐ No ☐</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. If yes, has notice of the agency’s decision to conduct a feasibility study been provided to SEIU Local 503, OPEU?</th>
</tr>
</thead>
<tbody>
<tr>
<td>*If Yes, attach copies of the correspondence.</td>
</tr>
<tr>
<td>Yes* ☐ No ☐</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C. Is this a new or continuing contract?</th>
</tr>
</thead>
<tbody>
<tr>
<td>*If continuing contract skip directly to Section 2 (Complete O and P).</td>
</tr>
<tr>
<td>New ☐ Continuing* ☐</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>D. The work to be contracted is due to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>*If legislative mandate, reference below:</td>
</tr>
<tr>
<td>________________________________________</td>
</tr>
<tr>
<td>Legislative Mandate* ☐ Agency Decision ☐</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E. Why is contracting-out being considered?</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>F. Is the work to be contracted being performed by SEIU Local 503, OPEU bargaining unit employees?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes ☐ No ☐</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>G. Description of work to be contracted, including affected classifications and geographic location(s)/work area(s):</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>H. Will SEIU Local 503, OPEU bargaining unit employees be displaced as a result of contracting-out this work?</th>
</tr>
</thead>
<tbody>
<tr>
<td>*If yes, list number of affected bargaining unit employees by classification and geographic location.</td>
</tr>
<tr>
<td>(Attach additional page(s), if necessary.)</td>
</tr>
<tr>
<td>Yes* ☐ No ☐</td>
</tr>
</tbody>
</table>
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):**

<table>
<thead>
<tr>
<th></th>
<th>DIRECT COSTS</th>
<th>INDIRECT COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor*</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Equipment</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Materials</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>*$</td>
<td>**$</td>
</tr>
</tbody>
</table>

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:**

<table>
<thead>
<tr>
<th></th>
<th>Estimated Contract Amount</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administration</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL (Item J)</strong></td>
<td>= $</td>
<td>$</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th></th>
<th>$</th>
</tr>
</thead>
</table>

L. Estimated costs to the agency, if any, for specific activities required preparing for contracting-out of the work.

<table>
<thead>
<tr>
<th></th>
<th>$</th>
</tr>
</thead>
</table>

(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

Scott L. Harra, Director, Dept. of Administrative Services
Eva Corbin, Deputy Admin, LRU
DAS/HRSD Co-Chief Negotiator
Glenn West,
DAS/HRSD LRU Negotiator
Institutions Coalition
Michele Balson,
DAS/HRSD/LRU Negotiator
Special Agencies Coalition
Cheri Tebbo-Harrell, DHS
Human Services Coalition
Mary Mattimoe
Tracy Martineau, OED
Special Agencies Coalition
Sharon Frank, ODD
ODOT Coalition
Linda Fenske, DAS
Special Agencies Coalition

FOR THE SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 503, OREGON PUBLIC EMPLOYEES UNION, CLC

Linda Burgin, President
SEIU/Local 503, OPEN

Dina Slatter, Field Coordinator
Co-Chief Negotiator
Karen Miller, Human Services Coalition

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Roxie Barnstedt, St. Organizer
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Casey Filice, Organizer
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and Co-Chief Negotiator
Kermit Melling, Central Team Chair
and ODOT Coalition
Theresa Arndt, Human Services Coalition
Dan Ferguson, Institutions Coalition
Robert Sisk, Special Agencies Coalition

Bill King, Organizer
Human Services, Coal. Negotiator
Joe Schaeffer, Sr. Organizer
Institutions Coalition
Jeff Bratton, Sr. Organizer
Specials Coalition
Paul McKenna, Research Director
& Collective Bargaining Coord.
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