

**2005-2007 Collective Bargaining Agreement**

**Association of Engineering Employees of Oregon**

**and**

**The State of Oregon**

**Department of Transportation    Department of Forestry    Parks and Recreation Department**

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## ARTICLE 1 - PARTIES TO THE AGREEMENT

This Agreement is entered into between the Association of Engineering Employees of Oregon (Association) and the State of Oregon, acting by and through the Department of Administrative Services (Employer) on behalf of the Oregon Department of Transportation, Oregon State Department of Forestry and the Oregon Parks and Recreation Department (hereinafter called the "Agency"), for the purpose of establishing matters of employment relations covered by this Agreement for employees in the bargaining unit.

## ARTICLE 2 - RECOGNITION

The Employer recognizes the Association as sole and exclusive bargaining agent for all employees within the appropriate bargaining units, both existing and to be determined in the future, for which the Association is certified or recognized, except temporary employees and those employees excluded by law or by determination of the Employment Relations Board.

Classifications represented by the Association within the Oregon Department of Transportation (ODOT), the Oregon Parks and Recreation Department (OPRD) and the Department of Forestry (FORESTRY) are listed in Appendix A, including such other classes as may from time to time be determined as appropriate through the Employment Relations Board (ERB) process.

The Employer shall notify the Association when the Agency excludes a filled bargaining unit position based on supervisory, managerial or confidential status. Any dispute regarding such exclusions shall be resolved by the Employment Relations Board.

## ARTICLE 3 - SCOPE OF AGREEMENT

Section 1. This Agreement binds the Association and any person designated by it to act on behalf of the Association. Likewise, this Agreement binds the Employer and its employees and any other person designated by it to act on its behalf.

The terms of this Agreement shall apply to all members of certified or recognized bargaining units, represented by the Association, both existing and as determined in the future.

Section 2. This Agreement supersedes all prior agreements negotiated between the Association and the Employer unless those agreements specify a different term.

Section 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 4. All statewide policies currently being applied by the Employer relating to employment relation matters, rights, and benefits of this bargaining unit's members shall be continued for the life of this Agreement.



Section 5. This does not constitute a commitment by the Employer to continue benefits mandated under personnel rules in effect prior to the adoption of this Agreement or to extend statewide any policies or practices affecting isolated areas or specific circumstances.

#### ARTICLE 4 - TERMS OF AGREEMENT

Section 1. Except as otherwise indicated herein, this Agreement takes effect on July 1, 2005, or such date the Agreement is signed, whichever is later, and expires on June 30, 2007.

Section 2. For the purpose of renewing, renegotiating, or amending at the expiration of the existing agreement, negotiations shall begin on January 2, 2007, or as agreed by the parties.

#### ARTICLE 5 - EFFECT OF LAW AND RULES

Section 1. This Agreement is subject to all applicable existing and future laws of the State of Oregon including rules or regulations promulgated under the provisions of the Administrative Procedures Act of the State of Oregon.

Section 2. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the expressed intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. That provision declared invalid shall be subject to renegotiation by the parties.

Section 3. No new Employer Personnel Rule or change in any existing Employer Personnel Rule that addresses subjects that are mandatory issues for bargaining shall be adopted unless the change has been first agreed to by the other party in negotiations. The Association shall be notified in advance of all proposed rule changes regardless of bargain-ability, and shall be given an opportunity to comment prior to processing the proposed change.

#### ARTICLE 6 - COMMUNICATIONS ON EMPLOYMENT RELATIONS MATTERS

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

#### ARTICLE 7 - ADMINISTRATION OF THE AGREEMENT

Section 1. Except as provided in Article 36 – Grievance and Arbitration, the parties retain all remedies provided to them by law, including but not limited to complaints to the Employment Relations Board or resort to the courts. However, it is agreed that before either of the parties makes use of these remedies, it will make a reasonable effort to settle the matter through such procedures as may be provided by the Agency.

Section 2. Any personnel action taken by the Employer, which is thereafter agreed by that Employer or found by an arbitrator, the Employment Relations Board or a Court to have been improper or contrary to a provision contained in this Agreement, shall be fully corrected after fully exhausting the appeal remedies.

## ARTICLE 8 - EMPLOYEE ASSISTANCE PROGRAM

Section 1. The Employee Assistance Program is a confidential service:

- (A) To help employees identify problems that are or may become a factor in job performance;
- (B) To refer employees to proper community agencies for help;
- (C) To provide support and follow-up for the employee.

Information obtained by the Employee Assistance Program is not released to anyone without written consent of the employee and it is not recorded in the employee's personnel file. There is no cost to the employee for this assistance. If the employee is referred to other agencies, there may be a fee charged by those agencies. Every effort is made to make referrals compatible with the financial resources of the employee.

Section 2. Management recognizes that the most valuable resource the agency has is its experienced employees at all levels in the organization. At the same time, it is recognized these employees can have problems which affect their job performances. These difficulties can be medical, legal, marital, family, alcohol or drug abuse, financial, psychological, or job-related. To retain its employees, the goal is to help those with problems so they can continue to make their valuable contributions to the agency. That goal can be achieved by identifying the problem, referring the employee to the proper treatment agency, and the employee completing the treatment.

Section 3. Referrals to the Employee Assistance Program are made as follows:

- (A) SELF-REFERRALS – employees often recognize they need help before their problems affect their job performances, and they want to discuss the problem with an impartial, confidential individual who is aware of the resources available to help solve the problem. Employees who voluntarily seek or accept referrals to Employee Assistance Programs do not, by doing so, place their jobs or future in jeopardy. By recognizing problems and seeking help early, employees may maintain their good job records and eligibility for promotions;
- (B) SUPERVISOR REFERRALS – a supervisor's responsibility is to evaluate job performances, not to diagnose the problems or become involved with the problems themselves. However, a supervisor may refer an employee to the Employee Assistance Program because of the employee's job performance;

(C) ASSOCIATION REFERRALS – job representatives of the Association of Engineering Employees may also refer employees to the Employee Assistance Program when those employees have problems.

## ARTICLE 9 - ASSOCIATION PRIVILEGES AND LIMITATIONS

Section 1. The internal business of the Association shall be conducted by the employees during their nonduty hours, unless by special permission of the Agency in limited instances involving the mutual benefit of the Agency and the employees.

Section 2. The Association's Retirement Committee Chairman and Insurance Committee Chairman or their delegate will be allowed thirty-six (36) hours of Agency time annually for attending regular meetings of their appropriate Retirement Board or Employee Benefit Board. Transportation and other expenses resulting from attendance at these meetings shall be borne by the Association.

Section 3. Chapters or Committees of the Association shall be allowed the use of the facilities of the Agency for meetings at the discretion of the Agency and when such facilities are available and the meetings would not conflict with the business of the Agency. Employees may conduct business during their lunch period.

Section 4. The Agency shall provide reasonable bulletin board space for the use of the Association in communicating with the employees.

Section 5. The Agency shall, semi-annually, furnish the Association a listing of names, headquarters and complete addresses of the employees in the bargaining unit, and will, upon request, furnish supplemental lists required by special elections or other unusual circumstances.

Section 6. Time Off for Association Business. The Employer recognizes the right of the Association to conduct its own affairs and that the Association's President and 1<sup>st</sup> Vice President may desire to be easily accessible to the Employer, the Agency and the employees alike. To maintain this accessibility, the Association's President and 1<sup>st</sup> Vice President shall be allowed up to one hundred (100) hours a year (each) of vacation, compensatory time, or leave without pay to conduct this business, when requested by the individual employee. When assistance is requested by the Employer, time required for such assistance will not be considered to be leave.

Section 7. The President, 1<sup>st</sup> Vice President or Grievance Committee Chairman may assume responsibility for a grievance at any level but normally not until the grievance is at the second (2<sup>nd</sup>) step or above. Each will be allowed up to forty (40) hours per month of total time on vacation, compensatory time, or leave without pay for time spent during the regularly scheduled hours of employment or the appropriate Job Representative may assign in writing to the President, 1<sup>st</sup> Vice President or Grievance Committee chairman a portion of his/her twenty-four (24) hours paid time per month for handling grievances from their region. In no event shall the paid time exceed the twenty-four (24) hours per month allocated to the Job Representative.

Section 8. In the event that notice of layoff is given, the President and 1<sup>st</sup> Vice President and/or their delegate shall be allowed up to eight (8) hours per day of vacation, compensatory time, or leave without pay for Association business commencing with the date of notice and for the

duration of the layoff process. When assistance is requested by the Employer or the Agency, time required for such assistance will not be considered to be leave.

Section 9. Appropriate personnel referred to in this Article shall maintain a monthly record of dates and time spent during working hours on activities described in this article. Upon request a copy of this monthly record shall be furnished to the immediate supervisor.

Section 10. Fair Share

(A) All employees in the bargaining unit who are not members of the Association shall make fair share payments in lieu of dues to the Association. Fair share payments shall not exceed regular Association monthly dues assessment.

(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 nonassociation, only 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 Association dues to a nonreligious charity or to another charitable organization mutually agreed upon by the employee and the Association 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 Agency and the Association by the employee.

(D) An alphabetical listing of Association fair share deductions for the previous month by Agency shall be forwarded to the Association by the 3<sup>rd</sup> workday of each month with the month's remittance. The listing shall be compiled and mailed by the Joint Payroll and shall show employee's name (last, first, middle initial), Social Security Number, amount deducted, base pay, classification number, and representation code.

(E) Fair Share Adjustment Summaries for Association Members. Summaries will be forwarded by the Agency payroll office to the Association by the 10<sup>th</sup> 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 Social Security Number (000-00-000)

Prior month deduction

Current month deduction

Variance (difference between prior month deduction and current month)

Reason for change in fair share 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, end or beginning of season for seasonal employee).

The Association 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.

(F) The Association shall indemnify and hold the Employer and Agencies or persons acting on behalf of the Employer and Agencies harmless against any and all claims, damages, suits, proceedings or any other forms of liability which may arise out of any action taken or not taken by the Employer and Agencies for the purposes of complying with provisions of this section.

#### ARTICLE 10 - REPRESENTATION

Section 1. The Association is recognized and shall serve as exclusive representative of all employees in the bargaining unit heretofore described, except temporary employees and those employees properly excluded from the unit in accordance with the rules of the Employment Relations Board or by agreement of the parties.

Section 2. The Employer shall not enter into any agreements regarding employment relations matters with any other organization or individual purporting to represent any group of employees in the bargaining unit, and shall not furnish any facilities or engage in any type of conduct which would imply recognition of any group other than the Association as a representative of the employees in the unit.

Section 3. Reference to the – ASSOCIATION – as representative of the employees means the Association of Engineering Employees and the Employer shall have no obligation to bargain with and shall not bargain or enter into agreements with any committee or district organization of the Association in matters covered by this contract, unless such persons or bodies are specifically designated by the Association as authorized representatives for such purposes.

Section 4. Nothing in this Agreement shall preclude an individual employee from representing himself in individual personnel matters. However, this does not include the right for employees to proceed to grievance arbitration without representation or authorization of the Association.

Section 5. It is agreed by the Employer and the Association that excluded employees shall not engage in or participate in the bargaining unit activities nor hold a position on any employee representation committee.

#### ARTICLE 11 - HIGH WORK DIFFERENTIAL

When an employee is required to perform work more than twenty (20) feet directly above the ground or water and is required to use safety ropes, scaffolds, boatswain chairs, safety harnesses or other safety devices for support, the employee shall receive seventy-five cents (\$.75) per hour for all hours worked.

#### ARTICLE 12 - NO STRIKE OR LOCKOUT DURING TERM OF AGREEMENT

Section 1. The Employer agrees that during the term of this Agreement the Agency 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.

Section 2. The Association agrees that neither it, nor its officers or employees covered by this Agreement will encourage, sanction, cause, support or engage in any strike, walkout, refusal to report to work, picketing, or other interruption of work during the term of this Agreement provided, however, that if at the expiration of this Agreement, the Employer and the Association have not reached agreement on a renewal extension or new Agreement, the Association, and its officers and employees covered by this Agreement may engage in any type of strike activities which is not unlawful.

Section 3. Upon notification, confirmed in writing by the Employer to the Association that certain bargaining unit employees covered by this Agreement are engaging in strike activity in violation of this Article, the Association shall, upon receipt of a mailing list, advise such striking employees in writing (with a copy to the Employer) to return to work immediately. Such notification by the Association shall not constitute an admission that it has caused or counseled such strike activity. The notification to employees covered by this Agreement by the Association shall be made solely at the request of the Employer.

Section 4. Employees covered by this Agreement who engage in strike activity prohibited by this Article will be subject to disciplinary action by the Agency.

#### ARTICLE 13 - MANAGEMENT'S RIGHTS

Except as may be specifically modified by the terms of this Agreement, the Employer retains all rights of management in the direction of its work force. These 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 14 - OUTSIDE EMPLOYMENT

Section 1. No employee shall pursue any outside employment which will in any way reduce his/her efficiency during working hours or interfere in any way with his/her availability during emergencies or that would give any ground for suspicion or criticism by the public. For example, no employee may work for a highway contractor on the ODOT list of pre-qualified contractors.

Section 2. (ODOT only.) Any employee involved in the acceptance of a gift, loan or any other item of value, or who accepts employment with a contractor on the ODOT list, will be subject to appropriate discipline. No employee may participate in, or arrange for, the renting, leasing, or purchasing of equipment, supplies or materials for such a contractor.

#### ARTICLE 15 - NEW EMPLOYEE ORIENTATION

The Agency shall provide a program during the trial service period giving each new employee an orientation to State service. Such orientation shall include, but not necessarily be limited to, an explanation of the Employer's merit system, and compensation programs. Reasonable time shall be granted for a representative of the Association to make a presentation on behalf of the Association for the purpose of identifying the organization's representation status, organizational benefits, facilities, related information and distribution and collection of membership applications. This time is not to be used for discussion of labor-management disputes. If the Association representative is an employee of the Agency, the employee shall be given time off with pay for the time required to make this presentation. The time required to make these presentations shall not keep the Association Representative from performing his/her regular duties.

#### ARTICLE 16 - JOB REPRESENTATIVES

Section 1. The Employer agrees there shall exist a Job Representative system for employee representation available to all employees. The Job Representatives shall be selected by the Association within the following limitations:

(A) (ODOT only.) One (1) Job Representative for Regions 1, 3 - 5 and two (2) Job Representatives for Region 2.

(Forestry/OPRD only) One (1) Job Representative for the Agency.

(B) (ODOT only.) An individual designated as a Job Representative may continue this function only as long as he/she continues to be employed in the region which he/she represents.

(Forestry/OPRD only.) An individual designated as a Job Representative may continue this function only as long as he/she continues to be employed in the bargaining unit which he/she represents.

(C) (ODOT only.) Job Representatives may delegate time and responsibility, when circumstances require, upon written notification to the appropriate Region/Division Manager.

(Forestry/OPRD only.) Job Representatives may delegate time and responsibility, when circumstances require, upon written notification to the Forestry Communications Manager or Parks Agency Director.

Section 2. The Association shall provide the Agency with a list of authorized Job Representatives and shall update that list as necessary to insure that the Agency has a current list of authorized Job Representatives.

Section 3. The Job Representative shall notify their immediate supervisor and the Agency Personnel Section when representing employees in the investigation and resolution of a grievance after the grievance has been discussed with the immediate supervisor at Step 1 of the grievance procedure.

Section 4. Job Representatives will notify the immediate supervisor before engaging in the activities permitted during working hours. If the permitted activity would interfere with the work the employee is expected to perform, the supervisor will arrange a mutually satisfactory time for the requested activity.

Section 5. Each Job Representative shall maintain a monthly record of dates and time spent during working hours on activities described in this Article. The Job Representative shall, upon request, furnish to his immediate supervisor a copy of the monthly record.

Section 6. The Association agrees to notify all Job Representatives in writing of the provisions of this Article, together with the fact that they will not perform during working hours any activity not cited in Section 3 above.

Section 7. The Agency will pay only up to twenty-four (24) hours per calendar month of total time, and this will be at the regular rate of pay for time spent during the regularly scheduled hours of employment. Time which the Job Representative believes necessary beyond that will be leave with or without pay. Only one (1) Job Representative will be in pay status for any one (1) grievance.

Section 8. The Agency is not responsible for any compensation of employees or Job Representatives for time spent processing grievances outside their regularly scheduled hours of employment. The Agency will not be responsible for any travel or subsistence expenses incurred going to and returning from a formal step of the grievance hearing.

Section 9. Job Representatives shall be assured freedom from reprisal, coercion, intimidation, or discrimination in any manner.

## ARTICLE 17 - EMPLOYEE REPRESENTATIVE

Section 1. Employees covered by this Agreement are at all times entitled to act through an Association representative in taking any action or following any procedure under this Agreement.



Section 2. Once a bargaining unit member files a grievance, he/she shall not be required to discuss the subject matter of the grievance without the presence of the Association representative, if the employee elects to be represented by the Association.

#### ARTICLE 18 - ASSOCIATION OFFICERS

If any Association Officer is promoted or reclassified into a management service position, the employee shall formally resign from his or her position in the Association. A copy of the formal resignation shall be submitted to the Agency prior to the effective date of the promotion or reclassification.

#### ARTICLE 19 - EMPLOYEE STATISTICS

Section 1. Upon request, the Employer shall make the latest copy of the following computer reports available:

- (A) Number of Employees by Appointment, Type, Status and Pay Type: Data display for Classified and Unclassified services with subtotals for each. Within each of these categories, data sequenced by Base Rates within class, within agency.
- (B) Number of Employees by Sex, Race and Age Groupings: Data displayed for Classified and Unclassified services. Within each of these categories, data sequenced by Base Rates within class, within agency.
- (C) Number of Separations by Class within Agency: Data categorized by separation totals, resignation reasons and layoff reasons. Within these categories, data sequenced by class within agency. Only those classes experiencing separations are displayed. In addition to number of separations, the data will include number of employees in the class and state employment turnover percent with explanation of the method of computation.
- (D) Monthly New Hire List by Agency and Location: To be furnished by the Agencies.
- (E) Number of college engineering graduates hired by class and step.

Section 2. Upon development, the Employer shall make the latest copy of the report of statistical and expenditure data relative to employment and benefits available to the Association upon request.

The Association will be billed for the costs incurred in copying and/or postage for mailing these statistical reports.

#### ARTICLE 20 - EQUAL OPPORTUNITY & AFFIRMATIVE ACTION

Section 1. The Employer and the Association agree not to discriminate in any way against employees covered by this agreement on account of race, religion, sex, marital status, national origin, age, mental or physical handicap or union activity.

Section 2. The Employer agrees to take affirmative action to ensure equal employment opportunity in the employment of all qualified applicants for employment and all employees. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, recruitment advertising, lay-off, termination, rates of pay, other forms of compensation, or the selection for training.

Section 3. The Employer and the Association further agree that there will be no discrimination because of membership in the Association or activities on behalf of the Association which are considered protected activities under ORS 243.672.

Section 4. The Employer shall not be arbitrary or discriminatory in the application of, or failure to act pursuant to the terms of this Agreement or the Personnel Policies, Procedures and Regulations of either the Executive Departments, Personnel Division or the Agency nor shall the Employer take action contrary to law or for political reasons.

#### ARTICLE 21A,C - EDUCATION AND TRAINING (ODOT/OPRD ONLY)

Section 1. Basic Agreement. The Oregon Department of Transportation and Parks and Recreation Department will make training and education available to its personnel to ensure top level job performance throughout the Department and to respond to developmental needs of the individual employee. This will be accomplished through on-the-job training, in-house classes, and external training and education.

The Agency and the Association believe that opportunity for training and education should be available to employees regardless of race, creed, color, national origin, sex, age or handicap, and will actively affirm and enforce that belief.

Self-improvement and development efforts of employees will be encouraged and supported. When education and training is determined to be appropriate by the training team and as funds are available, employees may receive financial assistance in these efforts.

Section 2. Guidelines, Training and Education Budget. The budget may be used in a variety of ways: to contract for in-house instruction; to enhance on-the-job training; to design, develop, and deliver ODOT/OPRD conducted in-house programs; and to enroll employees in courses at external training or educational sources.

(A) ACCEPTABLE EXPENSES:

- (1) Tuition and registration fees.
- (2) Course materials, except textbooks.
- (3) Workbooks (non-reusable).
- (4) Rental of classroom facilities.
- (5) Rental and purchase of training aids and devices.

- (6) Salaries, fees, transportation, meals and lodging of instructors. Usually this applies only to non-employees, but special cases may include ODOT/OPRD employees used as instructors.
- (7) Instructor's guides or textbooks used as instructor's guides.
- (8) Services such as graphics, slide development, script-writing, etc., used in connection with production of training programs.

(B) UNACCEPTABLE EXPENSES: (NOTE: This means that the items below cannot be paid for from the Training and Education budget; however, this does not preclude their being paid for from other Department funds.)

- (1) Most of the tools, equipment, textbooks, etc., that are retained by course participants at the conclusion of training.
- (2) Salaries, transportation, meals, and lodging of course participants.

(C) METHODS OF PAYMENT: Either purchase orders or expense statements may be used for training and education expenditures. In either case, prior written approval must be obtained before funds are committed, or the employee committing such funds may be obligated to pay for the training.

Section 3. External Training and Education. To supplement on-the-job training and in-house classroom training, employees may be directed to attend training or educational programs outside of ODOT, or may request to do so. When an employee is directed to attend, the Department will pay all costs. When the employee requests such training, a determination must be made by the responsible manager, or by the training team, whether the Department will share in the cost, and to what extent.

This determination can be affected by too many variables to list here. However, a major consideration will be the amount of money available, versus the priority of the various training needs, and number of people requesting financial assistance. And, unless it can be shown that there will be benefit to the Department, either through job improvement or career development within ODOT/OPRD, the Department will not participate in the cost.

- (A) Following are some general guidelines for determination of amount of assistance:
- (1) If the proposed training or study is job-related, and can be applied to work that the employee is engaged in, the Department may pay one hundred percent (100%) of acceptable expenses. (See Section 2 for definition of suitable expenses.)
  - (2) If the training is not related to the current job, but is related to the employee's career progression within the Agency or to a developmental assignment within the Agency, the Department may pay up to fifty percent (50%) of acceptable expenses.

(3) Every case will be unique in some aspect; therefore, it will be incumbent upon managers, supervisors, and training teams to use logic and good common sense in determining the amount of financial assistance to be given. Additionally, they shall see that educational assistance money is utilized equitably among employees in the organizational unit, so that a small percentage of employees are not using a large percentage of available funds.

(B) ELIGIBILITY: There are two (2) major criteria for obtaining educational assistance money:

(1) Employees must obtain prior approval in writing from their supervisor before registering or enrolling. Approval is limited to proposals for courses of no more than four months duration, unless approved by the Agency.

(2) Employee must successfully complete the course, as evidenced by one (1) or more of the following:

- Passing score;
- Certificate of completion;
- Satisfactory attendance, in those cases where neither grades nor certificates of completion are given. Failure to attend a major portion of the course, without good cause, may result in the employee's having to pay for the training.

(C) TIME LIMIT ON REIMBURSEMENT:

(1) When an employee has paid for training and education services, and is to be reimbursed, the expense statement must be submitted no later than three (3) months after services have been received.

(2) When International Correspondence School (ICS) studies are involved, the employee should submit an expense statement within one (1) month after each unit is completed and examination scores received. No reimbursement will be made if the expense statement is submitted later than one (1) year after the date shown on the employee's "ICS Application Form."

(D) EDUCATIONAL LEAVE: In special instances, and with the approval of the Agency, an employee may be granted educational leave. Eligibility shall be limited to those who have been employed in the State service for a period of at least one (1) year. Leave may be granted for a period of up to one (1) calendar year. The following shall apply:

(1) Without Pay

- The proposed studies must be Agency related;
- The employee must be attending an accredited institution;
- The employee shall be entitled to return to the same, or equal, position held prior to the leave.

(2) With Pay

- There must be showing that the proposed studies will serve a specific need of ODOT/OPRD;
- The employee must be attending an accredited institution;
- There must be a showing that the need can best be served by granting education leave with pay, as opposed to alternate methods, such as hiring someone with the necessary skills, or contracting for the service;
- There must be a signed agreement between ODOT/OPRD and the employee, which shall discuss ODOT's/OPRD's commitment to the employee, and the employee's obligation to ODOT/OPRD upon completion of studies. Each request shall be considered on its own particular merits, and such things as amount of pay, amount of tuition, reinstatement rights, employee's work commitment after educational leave, etc., shall be governed by circumstances of the individual case.

ARTICLE 21B - EMPLOYEE EDUCATION AND TRAINING (FORESTRY ONLY)

Section 1. Agreement. The Oregon Department of Forestry will make training and education available to its employees to ensure top level job performance and to respond to developmental needs of the individual employee. This may be accomplished through on-the-job training, special assignments, department courses, State Personnel Division courses, College, University and Community Colleges, or technical training through correspondence.

Section 2. Self improvement and development efforts of employees will be encouraged and supported. When education and training is determined to be appropriate by the Agency, and as funds are available, employees will receive financial assistance in these efforts.

Section 3. Responsibilities.

(A) SUPERVISORS: Individual supervisors have responsibility to see that employees receive whatever training is necessary to adequately perform their job and keep pace with changes in technology.

(B) EMPLOYEES: Employees have a responsibility to inform their supervisors of any training they feel they need to help them better perform their job or to prepare them for possible future job assignments. Employees also have a responsibility to actively participate in any training session they attend, and to apply their new information, knowledge, or skill to their job assignment.

Section 4. Assistance.

(A) EMPLOYEE REQUIRED TO ATTEND: If an employee is required or directed to attend a training program, the Agency will pay full salary plus appropriate travel expenses and any tuition and books required by the course. If an employee is directed to attend a training session outside of regular work hours, the employee will be eligible for overtime as defined in the overtime Article.

(B) VOLUNTARY ATTENDANCE: If a course or training program has direct application to the employee's present position, the Agency will pay full tuition and books. Travel, meals and associated expenses, and overtime provision will not apply. Reimbursement for tuition and books may be made when the employee presents evidence of satisfactory completion of the training.

(C) COURSES NOT RELATING TO PRESENT ASSIGNMENT: If a course or training program has no direct application to the employee's present job but may prepare the employee for future assignments within the Agency, the Agency will pay one-half (1/2) of the tuition. Books, travel, meals, and overtime provisions will not apply. Reimbursement for one-half (1/2) the tuition may be made when the employee presents evidence of satisfactory completion of the training.

Section 5. Approval. All applications, where reimbursement for education and training expense is involved, must have received prior approval of the employee's immediate supervisor, the Program Director, and the Administrative Services Division Chief.

## ARTICLE 22 - DUES DEDUCTION

Section 1. The Agency shall deduct monthly the Association membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the employee's designated payroll office by the Association. The aggregate deductions of all employees, including the prior month's adjustments, shall be remitted together with the itemized payroll computer printout by the Agency to the Association no later than the fifteenth (15<sup>th</sup>) of the month following the month for which the deductions were made. Any discrepancy in the amount remitted to the Association shall be identified insofar as possible by a coded itemized statement sent to the Association no later than the twenty-fifth (25<sup>th</sup>) of the month following the month for which the deductions were made. Employees on Agency deductions and not on the Association billing shall have a copy of their membership application furnished to the Association with the Agency's coded itemized statement.

Section 2. The written request for dues deduction is not terminated when an employee is placed on a leave of absence without pay or placed on lay-off status. The Agency shall reactivate the monthly Association dues authorization commencing with the first (1<sup>st</sup>) paycheck following the employee's return to paid status.

Section 3. 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 in writing cancellation of the dues deduction. The Association shall be furnished monthly a copy of all written cancellations.

Section 4. The Association shall indemnify and save the Employer harmless against claims, demands, suits or other forms of liability which may arise out of actions taken by the Agency for the purpose of complying with the provisions of this Article.

## ARTICLE 23 - PERFORMANCE APPRAISALS

Section 1. Employees shall be granted annual performance pay increases on their eligibility date provided the employees are not at the top of the salary range of their classification and provided the employee's work performance has not been deficient.

Performance shall include the following criteria:

- (A) Classification specifications developed and promulgated by the Employer.
- (B) A written position description, delineating specific duties consistent with the classification specification. A copy of the position description shall be given to the employee. The position description shall be subject to at least one (1) annual review with the employee and any changes shall be developed by his/her supervisor. A copy of the current specifications shall be available to the employee at any time at the employee's request. Nothing contained herein shall compromise the right or the responsibility of the Agency to assign work consistent with the classification.
- (C) Written memoranda including letters of instruction and disciplinary actions.
- (D) Coaching and performance feedback given to the employee.

Section 2. The performance appraisal shall be prepared in the following manner:

All regular status, full-time employees must be rated annually each year by June 1. No criticism or derogatory remarks can be included in the performance appraisal that is not based upon the criteria in section 1 of this article.

Section 3. 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. All performance appraisals shall be prepared by the employee's immediate supervisor. When an employee has been supervised by two (2) or more immediate supervisors during the appraisal period, the performance appraisal shall reflect the evaluations of the current supervisor following consultation with the previous supervisor(s). The immediate supervisor shall discuss the evaluation with the employee and both shall sign the copy to be retained in the personnel file, indicating that the evaluation has been discussed. If a higher authority changes the evaluation after the employee has seen the evaluation, notification thereof and reason therefore shall be given to the employee. If the employee desires to submit a written statement in explanation or mitigation of any remark on the performance appraisal, the statement shall be attached to the performance appraisal. Salary denial based upon any factor other than those listed above, except those based upon a statutorily defined disciplinary action, shall be invalid. Every employee shall receive a performance appraisal at the end of a trial service period and annually each year by June 1.

## ARTICLE 24 - DISCIPLINE AND DISCHARGE

Section 1. The Employer and the Association agree that the conduct of employees must reflect the best interest of the public. Conduct shall be measured by the employee's performance, safety

record and attitude. Disciplinary action shall follow the principles of progressive discipline when appropriate.

Regular status FLSA non-exempt employees reprimanded in writing, reduced in pay, demoted, suspended without pay or terminated and regular status FLSA exempt employees reprimanded in writing, suspended without pay in full work week increments, demoted or terminated will be for just cause.

Every letter of reprimand, suspension, demotion, reduction in pay or dismissal for disciplinary reasons given to any employee shall have attached or shall include a statement that the employee has fifteen (15) calendar days from the effective date of the action in which to exercise the right of appeal. Such letters and statements will be hand delivered and/or sent by certified return-receipt mail to the employee, except letters of reprimand, and a copy sent to the Association.

Section 2. Suspension. The Appointing Authority or his authorized representative may suspend a regular status FLSA non-exempt employee for disciplinary reasons and without pay for a period not exceeding thirty (30) calendar days in any twelve (12) months. An FLSA exempt employee suspended without pay will be consistent with the salary status requirements of the FLSA. Notice of suspension, with specific reasons for the action, shall be in writing and may be given personally by the Appointing Authority or his/her representative to the employee or may be mailed to the employee seventy-two (72) hours prior to the suspension.

Section 3. Termination. An employee may be terminated for just cause. A written pre-dismissal notice shall be given to a regular status employee against whom a charge is presented. Such notice shall include the known complaints, facts and charges, and a statement that the employee may be dismissed. The employee shall be afforded an opportunity to refute such charges or present mitigating circumstances to the Agency or his/her designee at a time and date set forth in the notice which date shall not be less than seven (7) calendar days from the date the notice is received. The employee shall be permitted to have an official representative present. At the discretion of the Agency, the employee may be suspended with or without pay or be allowed to continue to work, as specified within the pre-dismissal notice consistent with the salary requirements of the FLSA for FLSA exempt employees.

Section 4. All appeals relative to the administration of this Article shall be resolved by arbitration.

Section 5. Temporary Relief from Duty. An Appointing Authority may relieve employees from duty temporarily with pay for a period of up to thirty (30) calendar days to permit the Appointing Authority to investigate or make inquiries into charges and allegations concerning the employee, if in the judgment of the Appointing Authority the employee's continued presence at work during the period of investigation is detrimental to the best interests of the State, the public, the ability of the office to perform its work in the most efficient manner possible, or well-being or morale of persons under his care. The period of Temporary Relief from Duty may be extended with pay by the Appointing Authority. Employees temporarily relieved from duty shall be notified in writing within seventy-two (72) hours with specific reasons given as to the nature of the investigation, charges, and allegations.



A complaint by an employee who has not attained regular status concerning any type of disciplinary action or dismissal shall not be grievable under the provisions of this agreement.

Section 6. Absence Without Leave. Any unauthorized absence of an employee from duty shall be deemed to be an absence without pay and may be made grounds for disciplinary action by the Appointing Authority. In the absence of such disciplinary action, any employee who absents himself for five (5) consecutive work days without authorized leave shall be deemed to have resigned. Such absence may be covered, however, by the Appointing Authority by a subsequent grant of leave with or without pay, when extenuating circumstances are found to have existed.

Section 7. Valid Drivers License Required.

If an employee loses his/her drivers license or commercial driver's license, the Agency will take one or both of the following actions at the Agency's discretion:

- take disciplinary action pursuant to the Agreement.
- identify and assign non-driving work duties if available as determined by the Agency.

## ARTICLE 25 - PERSONNEL RECORDS

Section 1. An employee may inspect the contents of his/her personnel files in the Agency's Personnel Operations Section and Field/Regional Office upon his/her oral or written request to do so. This includes the supervisor's working file for that employee. An employee shall receive a copy of any material reflecting critically upon him/her, whether initiated by the public or by the Agency. If the employee believes that there is material which is incorrect or derogatory, he/she shall be entitled to prepare in writing his/her explanation or opinion regarding the particular material, and this shall be included as a part of the record. If the employee believes that such specific information should be removed entirely from the files, he/she may petition for consideration beginning with Step 2 of the established grievance procedure.

Section 2. Any material removed from the files as a result of a grievance shall be given to the employee and, at the Employee's discretion to the Attorney General.

Section 3. The employee crew Personnel File shall be forwarded to each succeeding supervisor. In the event of a break in service and when the employee is re-employed on a different crew, the Agency Personnel Operations Office shall notify the last supervisor where to forward the employee's records. Copies of all letters pertaining to an employee that are placed in the employee's crew file shall also go to the Employer personnel file and to the employee.

Section 4. The employer will abide by State Archivists records retention schedule. Nothing in this Article prevents the Employer and the Association from agreeing to remove disciplinary actions before the end of three (3) years.

OPTIONAL ITEMS: All other items added to the Employee Personnel Folder may be considered as optional items and should be kept no longer than the duration of employment, except to meet specific legal, federal or other mandatory requirements. No adverse information shall be added unless employee has been given a copy.

SUPPORTING MATERIAL: Material attached to and a part of any document identified above shall carry the same retention period as the document itself.

CONVENIENCE FILES: Convenience copy files shall not be used to circumvent this personnel record policy.

## ARTICLE 26A - SAFETY AND HEALTH (ODOT ONLY)

Section 1. The Agency agrees to abide by and maintain in its facilities and work operations standards of safety and health in accordance with the Oregon Safe Employment Act (ORS 654.001 to 654.991). In the event the Agency is cited for compliance failure, the Association shall be provided a copy of the citation and notices relating to the incident.

Section 2. Proper safety devices and special protective clothing shall be provided by the Agency as required by the Agency and/or the Oregon Safe Employment Act. Lab coats and other apparel currently being provided under clothing rental contracts will continue to be provided during the term of this Agreement. Such items, where provided, must be used. Employees shall report to work clothed to carry out their normal duties.

In the event an employee feels that he/she is arbitrarily and unnecessarily required to wear safety apparel, he/she may appeal to the Safety Committee and the Agency and the employee shall comply with the findings of the Committee.

The Agency shall provide sufficient tools for the performance of incidental or routine minor mechanical maintenance and other duties of the employee. Specialty tools and equipment which fall outside the normal tools of the trade shall be provided by the Agency.

### Section 3.

(A) If an employee claims that an assigned job or vehicle is unsafe or might unduly endanger his/her health and, for that reason, refuses to perform the work or use the vehicle, the employee shall immediately give specific reason(s) to the supervisor in writing. The supervisor shall request an immediate determination by the Agency Safety Representative or, if none is available, a safety representative of the Workers' Compensation Department as to whether the job or vehicle is safe or unsafe. At the discretion of the Association, an Association staff member, a Job Representative or key member on the immediate crew may accompany the Agency or Workers' Compensation Department representative conducting the safety inspection. Salary and expenses of the Job Representative will be borne by the Association. Salary and expenses, if any, of the key member will be paid by the Agency.

(B) Pending determination provided for in Section 3(A), the employee shall be provided with a suitable vehicle or assigned suitable work elsewhere if such work is available. If no suitable work is available, the employee shall be sent home.

(C) Time lost by the employee as a result of any refusal to perform work on the grounds that it is unsafe or might unduly endanger his health, or time lost from being sent

home under Section 4(B) shall not be paid for by the Agency unless the employee's claim is upheld.

(D) The Agency will not require the employee to perform hazardous work or to operate hazardous equipment without at least one (1) other person in the area, although such other person may be performing other related duties.

Section 4. A Safety Committee shall be maintained in each of the Agency's geographical regions. The Association will continue to have representation on these committees.

Members of these Committees will meet monthly, if necessary, to review vehicle accidents and personal injuries. Reported violations of safety or health conditions will be considered and recommendations submitted to ODOT Administration for consideration.

Section 5. Travel expenses incurred by all personnel assigned to this Committee shall be paid at the current rates.

#### ARTICLE 26B - SAFETY AND HEALTH (FORESTRY ONLY)

Section 1. The Employer agrees to abide by and maintain in its facilities and work operations standards of safety and health in accordance with the Oregon Safe Employment Act (ORS 654.001 to 654.991). In the event the Agency is cited for compliance failure, the Association shall be provided with a copy of the citation and notices relating to the incident affecting employees in the bargaining unit.

Section 2. Proper safety devices and clothing shall be provided by the Employer for all employees engaged in work where such devices are necessary. Such equipment, where provided, must be used.

#### Section 3.

(A) If an employee claims that an assigned job or vehicle is unsafe or might unduly endanger his/her health and, for that reason, refuses to do the job or use the vehicle; the employee shall immediately give specific reason(s) in writing to the supervisor. The supervisor shall request an immediate determination by the Agency Safety Representative or, if none is available, a Safety Representative of SAIF as to whether the job or vehicle is safe or unsafe. At the discretion of the Association, an Association staff member or authorized Job Representative shall accompany the Agency or SAIF representative conducting the safety inspection.

(B) Pending determination provided for in this Section, the employee shall be given suitable work elsewhere if such work is available. If no suitable work is available, the employee shall be sent home.

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

(D) The Employer will not require the employee to perform hazardous work or to operate hazardous equipment without at least one (1) other person in the area although such other person may be performing other related duties.

## ARTICLE 26C - SAFETY AND HEALTH (OPRD ONLY)

Section 1. The Agency agrees to abide by and maintain in its facilities and work operations standard of safety and health in accordance with the Oregon Safe Employment Act (ORS 654.001 to 654.991). In the event the Agency is cited for compliance failure, the Association shall be provided a copy of the citation and notices relating to the incident.

Section 2. Proper safety devices and special protective clothing shall be provided by the Agency as required by the Agency and/or the Oregon Safe Employment Act. Such items, where provided, must be used. Employees shall report to work clothed to carry out their normal duties.

In the event an employee feels that he/she is arbitrarily and unnecessarily required to wear safety apparel, he/she may appeal to the Safety Committee and the Agency and the employee shall comply with the findings of the committee.

The Agency shall provide sufficient tools for the performance of incidental or routine minor mechanical maintenance and other duties of the employee. Specialty tools and equipment which fall outside the normal tools of the trade shall be provided by the Agency.

### Section 3.

(A) If an employee claims that an assigned job or vehicle is unsafe or might unduly endanger his/her health and, for that reason, refuses to perform the work or use the vehicle, the employee shall immediately give specific reason(s) to the supervisor in writing. The supervisor shall request an immediate determination by the Agency Safety Representative or, if none is available, a safety representative of the Workers' Compensation Department as to whether the job or vehicle is safe or unsafe. At the discretion of the Association, an Association staff member, a Job Representative or key member on the immediate crew may accompany the Agency or Workers' Compensation Department representative conducting the safety inspection. Salary and expenses of the Job Representative will be borne by the Association. Salary and expenses, if any, of the key member will be paid by the Agency.

(B) Pending determination provided for in Section 3(A), the employee shall be provided with a suitable vehicle or assigned suitable work elsewhere if such work is available. If no suitable work is available, the employee shall be sent home.

(C) Time lost by the employee as a result of any refusal to perform work on the grounds that it is unsafe or might unduly endanger his health, or time lost from being sent home shall not be paid for by the Agency unless the employee's claim is upheld.

(D) The Agency will not require the employee to perform hazardous work or to operate hazardous equipment without at least one (1) other person in the area, although such other person may be performing other related duties.

Section 4. The Association will continue to have a representative on the Salem Headquarters Safety Review Board provided an Association represented employee volunteers for such committee membership.

Members of the Safety Review Board will meet monthly, if necessary, to review vehicle accidents and personal injuries. Reported violations of safety or health conditions will be considered and recommendations submitted to the Agency safety manager.

Section 5. Travel expenses incurred by all personnel assigned to this Committee shall be paid at the current rates.

#### ARTICLE 27A,C - VACANCY AND PROMOTION LISTS (ODOT/OPRD ONLY)

Section 1. Any vacancy to be filled within the Agency shall be filled first by hiring from the Agency Layoff list. The Agency may then consider candidates from the Open Competitive list, the Statewide Promotion list, the Agency Promotion list or the Agency Transfer list, the order of lists being at the discretion of the Agency.

Section 2. Selection of employees and positions for developmental assignments, cross training, and career development shall be made by the Agency and Section 1 above will not apply. Employees interested in these opportunities may notify the Agency's Personnel Services Section and will be considered for such assignment. Developmental assignments shall not exceed one (1) year; however, extensions of these assignments may be agreed to by the Association and the Agency.

#### ARTICLE 27B - FILLING OF VACANCIES (FORESTRY ONLY)

Section 1. Vacancies will be filled based on merit principles with a commitment to upward mobility through the use of lists of eligible candidates, except for direct appointments, transfers, demotions, or reemployments. Lists shall be established through the use of tests which determine the qualifications, fitness and ability of the person to perform the required duties.

Section 2. Except for the Agency Layoff List, the Agency 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 and reemployment, direct appointment, and severely handicapped appointments.

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 classification from which the employee was laid off or demoted in lieu of layoff.

The term of eligibility of candidates placed on the lists shall be two (2) years from the date of their separation from the classification in which they earned layoff rights.

Section 3. The Employer will provide promotional announcements on bulletin boards and shall give employees a minimum of two (2) weeks' notice regarding open examinations. The notice shall include duties and pay of the positions, 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. Application forms shall be available to all employees who wish to apply for these examinations.

Section 4. Selection of employees and positions for limited duration developmental assignments, cross-training, and career development shall be made by the Agency and Sections 1, 2, and 3 above will not apply. Employees interested in these opportunities may notify the Agency's Personnel Section and will be considered for such assignment. Limited duration assignments shall not exceed two (2) years; however, extension of these assignments may be agreed to by the Association and the Agency.

## ARTICLE 28 - APPOINTMENTS

Section 1. (ODOT and OPRD only.) Seasonal Appointments. Positions which occur, terminate and recur periodically and regularly regardless of the duration thereof shall be designated as seasonal positions, and employees regularly certified for and serving satisfactorily in such positions for six (6) full calendar months shall be entitled to regular status as regular seasonal employees.

The Agency's Personnel Services Section shall maintain a record defining the normal duration of all seasonal positions commonly in use in that Agency and shall provide eligible lists and establish procedures necessary for the certification and appointment of employees to such positions.

Section 2. Limited Duration Appointment. Persons may be hired for special studies and projects of uncertain or limited duration which are subject to the continuation of a grant, contract or award or legislative funding for special projects. Persons may also be hired to backfill behind an employee on approved leave including illness, injury, temporary reassignment to a developmental or rotational opportunity or for workload issues. Such appointments shall be for a stated period not exceeding two (2) years, but shall expire: 1) upon the earlier termination of the special study or project, 2) when the permanent employee returns to his position, or 3) when the workload issue is resolved. Successive appointments may be approved by the Agency. No newly hired person for a limited duration appointment shall be entitled to layoff rights. A person who accepts a limited duration appointment who was formerly a classified employee is entitled to rights under the layoff procedure starting from the prior classification. A person accepting such appointment shall be informed of the conditions of the appointment and acknowledge in writing that he/she accepts the appointment under these conditions.

Section 3. Job Sharing. "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.

(A) 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. 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.

(B) Job-sharing employees shall accrue vacation leave, sick leave, and holiday pay based on a proration 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.

(C) Job-sharing employees shall be entitled to share the full Employer paid insurance benefits for one full-time position based on a proration of regular hours scheduled per week or per month whatever 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.

(D) If one (1) job-sharing partner in a job sharing position is removed, dismissed, resigns or is otherwise 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 29 - EMPLOYEE TRANSFER, DEMOTION AND PROMOTION

Section 1. Promotions. Employees shall be eligible for promotions, within the Agency, to any position for which they meet the minimum qualifications.

Section 2. (ODOT only.) When opportunities for transfer or promotion of employees become open, those employees eligible for interview shall receive notice at least five (5) days before the scheduled date of interview. The employee, after receiving such notice, will be allowed a maximum of two (2) working days to accept or reject the interview offer. Fair consideration for the promotion or transfer shall be given to employees who are eligible. All transfers shall be considered to be for the benefit of the employer except those covered by Section 4 of this Article.

Section 3. (ODOT only.) When the position is filled, each unsuccessful employee applicant shall be mailed notification within five (5) days of the appointment that the position has been filled.

Section 4. (ODOT only.) Employees may volunteer for transfer. It is the responsibility of any employee wishing to transfer to another location to make a written request to the Agency Personnel Operations Section clearly indicating the reasons for desiring a transfer. Requests

based on medical or family welfare situations will be given priority and, at the discretion of the Agency, may be considered to be for the benefit of the Agency.

Section 5. (ODOT only.) In filling vacancies, excepting lack of work situations, and except in career development, cross-training or other developmental situations, as defined in Article 27A, Section 2, Vacancy and Promotions, it is the intent of the Agency to fill such vacancies by promotion rather than by transfer. All transfers shall be at the discretion of the Agency. Requests for transfer may be considered separately or in combination with candidates for promotion at the discretion of the Agency.

Section 6. Any transfer or promotion granted as the result of a competitive interview will be considered to be for the benefit of the Agency. A request for transfer which is granted without the competitive interview procedure, or without a notice of vacancy being circulated to eligible employees, shall be considered to be for the benefit of the employee and any employee desiring this type of consideration shall agree to this condition when requesting transfer.

Section 7. (ODOT only.) If, because of lack of work, it is necessary to geographically transfer an entire crew, it shall be considered “at the request of or for the benefit of the Agency” and the crew may be transferred as a unit with no seniority consideration to individual members of that crew.

Section 8. If, because of lack of work, it is necessary to transfer an individual employee out of the work unit, it shall be done as follows:

(A) The Agency shall first select from the list of volunteer employees who hold equivalent positions. The Agency may deny a request if the employee does not possess the basic skills for the position or is currently essential to the job he/she is presently on.

(B) If there are no employees on the volunteer list for transfer, the Agency shall select an employee for transfer. If selected employees do not wish to transfer, then the service credit points shall be computed only for those qualified employees in the equivalent position at the geographical location, and the one (1) with the least service credit shall be transferred. If there is more than one (1) crew or work unit at the geographical location, then the service credit in a particular equivalent position would apply to all the crews treated as one (1) unit.

Section 9. In any other non-voluntary geographic transfer situation an employee selected who does not want to transfer shall be entitled to a meeting at Step 2 of the grievance procedure to determine if the transfer is appropriate. Such meeting shall occur at the employee’s option and shall be held prior to the transfer becoming effective.

Section 10. A transfer requested by an employee because of a medical condition resulting from job connected injury shall not be considered to be a transfer for the benefit of the employee, but, when made, shall be considered to be for the benefit of the Employer.

Section 11. Any change of an employee from a position in one (1) class to a position in a class of lower rank shall be considered a demotion.



Section 12. Voluntary Demotion. An employee may make a request in writing to the Appointing Authority for demotion from a position in one (1) class to a position in a class of lower rank. If an employee is qualified, the Administrator or Appointing Authority may approve the request, provided it would not result in the layoff of a regular employee in the lower class. An employee so demoted may at a later date request that his/her name be placed on an appropriate reemployment list for the higher class in which he/she has gained status as a regular employee.

Section 13. Transfer of employees from and to work units within the same geographic area may be at the discretion of the Agency and shall not require seniority consideration or a meeting. For the purposes of this Article, a geographical area is that area within a radius of thirty-five (35) miles from the assigned official work station.

Section 14. Except in the case of an emergency, the Agency shall give the employee a minimum of three (3) days' notice in advance of the reporting date when the employee is being assigned to work at a temporary headquarters. The employee shall be given maximum possible notice when returning to permanent headquarters.

Section 15. An employee not presently represented by this Agreement who transfers to a bargaining unit position represented by the Association shall be covered by the terms of this Agreement as of the effective date of the appointment. Unless otherwise determined in advance by the Agency, a voluntary transfer into a position represented by the Association of Engineering Employees Bargaining Unit shall be considered to be for the benefit of the employee.

#### ARTICLE 30 - TRIAL SERVICE

Section 1. Each employee appointed to a position in the bargaining unit by initial appointment, promotion, demotion, lateral transfer between agencies, reinstatement or reemployment shall, with each appointment, serve a trial service period.

Section 2. The trial service period is an extension of the selection process and is the time immediately following appointment and shall not normally exceed six (6) full calendar months of actual service in the position. Trial service may last less than six (6) months or may be extended up to an additional six (6) months. Trial service may be extended only in instances where a trial service employee may need additional training to qualify for the position or when the 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.

Section 3. When, in the judgment of the Employer, performance has been adequate to clearly demonstrate the competence and fitness of the trial service employee, then, at the end of three (3) months, the employer may appoint the employee to regular status. In these cases, salary adjustments will be made according to Article 52, Section 1 (B) (Salary Administration).

Section 4. Trial service employees may be removed from service when, in the judgment of the Employer in accordance with ORS 240.410, 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 appeal or to the grievance procedure.

Section 5. An employee who is transferred to another position in the same class or a different class at the same or lower level in the same agency prior to the completion of his/her trial service period, shall complete his/her trial service period in the latter position by adding thereto service in the former position.

Section 6. An employee who is transferred to another position in the same class, or a different class at the same or lower level in another agency prior to the completion of his/her trial service period, shall serve a six (6) month trial service period in the latter position without regard to service in the former position.

Section 7. A bargaining unit employee who accepts a promotion and is removed during trial service shall be returned to his/her former classification pursuant to the same procedure described in Article 31 – Return to Classified Service, unless terminated under Article 24 – Discipline and Discharge.

Section 8. Nothing in this Article shall limit an employee’s eligibility for a salary increase.

#### ARTICLE 31 - RETURN TO CLASSIFIED SERVICE FROM EXEMPT OR UNCLASSIFIED SERVICE

A regular employee who is appointed to a position in the unclassified or exempt service or a regular employee whose position is placed in the unclassified or exempt service by statute shall, after separation from the unclassified or exempt position, have the right to return to a position in the same Agency and in the same class as the position last held in the classified service provided that a request is made within thirty (30) days from the date of separation. Should there be no vacant position available, a layoff shall occur. Should the employee who is seeking to return to the classified service have the least service credit among those in the class, that employee shall be laid off and his/her name shall be placed in order of service credit on both the Agency Layoff List and the Reemployment List for the class in which the layoff occurred.

#### ARTICLE 32 - REVIEW OF CLASSIFICATION SERIES

Section 1. The Agency shall notify the Association of intended classification studies at least sixty (60) calendar days prior to submitting the proposal under Section 2 of this Article.

Section 2. Whenever a change in class specifications or a new classification is proposed, it is agreed that the Employer will submit the proposal to the Association to provide opportunity for its review and comments. In the development of new or revised classification specifications, the Employer shall give full consideration to recommendations of the Association.

Within thirty (30) days of its receipt of the proposal, the Association will meet with the Employer and may present arguments and recommendations where there are objections raised on behalf of the represented employees. Any extension of time specified shall be mutually agreed upon in writing.

Section 3. Reclassification must be based on a finding that the duties and responsibilities of a position have been significantly enlarged, diminished, or altered, which may or may not require a similar change in the knowledge, skills and abilities required. Appeals of denied upward

reclassifications shall be processed under the procedures and timeframes outlined in Article 33, Section 3 of this Agreement.

Section 4. The parties shall negotiate the salary range for new proposed classifications and for revisions in existing classifications which would substantially revise the existing classification specification. Negotiations shall commence no later than sixty (60) days after the initial receipt by the Association of the proposed class specifications. The amount of time may be extended by mutual written agreement.

Section 5. Implementation of a salary adjustment or rate change agreed upon in the salary negotiations shall be effective no later than thirty (30) days from the date of the Agreement unless otherwise specified in the negotiated Agreement.

Section 6. Any agreement reached during the term of this Agreement on a salary range or a new rate for classification will be submitted to the Legislative Review Agency for approval as prescribed in ORS 291.371.

Section 7. The Association may recommend classification studies to be conducted by the Department indicating the reasons for the need for such studies.

#### ARTICLE 33 - UPWARD RECLASSIFICATION

Section 1. The parties shall use the following procedure to process upward reclassification requests:

A completed Human Resource Services Division Position Description form and written explanation for a proposed reclassification request and any additional supporting documentation required by the Agency shall be submitted by the employee to the Agency's Personnel Operations Section with a copy to the immediate supervisor.

Section 2. The Agency shall review the merits of the request within forty-five (45) days after receipt of the reclassification request. The Agency shall notify the employee of its decision, unless otherwise mutually agreed in writing to extend the time limit. 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 the duties.

Section 3. If the Agency denies an upward reclassification request, an appeal may be filed at Step 2 of the grievance procedure within fifteen (15) calendar days from the date of the Agency's decision. Such an appeal shall follow the procedure outlined in Article 36 – Grievance & Arbitration, beginning at Step 2 of the grievance procedure. If the arbitrator does not sustain the Agency's decision, the issue shall be returned to the Agency for either assignment of the employee to the appropriate class or removal of duties.

Section 4. If a reclassification request approved by the Agency does not receive the legislative approval required by ORS 291.371, the employee will receive a lump sum payment for the difference between the current salary rate and 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's Personnel Services Section to the date the duties were removed.

Section 5. If approved by the Legislative Review Agency, the effective date shall be the first of the month following the month in which the reclassification request was received by the Agency's Personnel Services Section.

Section 6. Rate of pay upon upward reclassification shall be in accordance with the provision of Article 52, Section 7 – Salary Administration.

Section 7. The Agency's Personnel Operations Section shall furnish position description forms at the request of the Association.

#### ARTICLE 34 - DOWNWARD RECLASSIFICATION

Section 1. Sixty (60) days in advance of downward reclassification of any position, the Agency shall notify the employee in writing of the action and the specific reasons for doing so.

Section 2. When an employee is reclassified downward, the employee's rate of pay shall be that of the last salary rate earned in the salary range of the previous classification. It shall remain at that rate until a rate in the salary range of the new classification exceeds it. At that time, the employee's salary will be adjusted to that step and the salary review and eligibility date will be established one (1) year from that date provided the employee is not at the maximum of the salary range to which the employee was reclassified.

#### ARTICLE 35 - WORK OUT OF CLASSIFICATION

Section 1. When an employee has been temporarily assigned for a period of not less than ten (10) consecutive calendar days to a position of a higher classification, the employee shall be paid according to Section 2 of this Article.

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. No compensation for working out of classification consistent with the provisions of this Article shall be paid by the Agency without the authorization of the Agency's Personnel Section. Employees shall review and sign work out of classification agreements. These agreements will include a starting date and the expected duration of the assignment.

Section 2. Compensation for working out of classification shall be five percent (5%) above the employee's base rate of pay or the bottom step of the class in which the employee is assigned to work, whichever is higher.

Section 3. Assigned duties which constitute work out of classification for the purpose of providing bona fide training and developmental opportunities will not be considered compensable under the terms of this Article. Prior to such assignment, the Agency and the employee will mutually agree on the purpose and duration of the assignment.

Section 4. When an employee is underfilling a position in accordance with the rules and procedures of the Department's Human Resources Services Division, he/she shall not be considered to be working out of classification.

Section 5. Assignments of work out of classification shall not be made in a manner which will subvert or circumvent the administration of this Article.

## ARTICLE 36 - GRIEVANCE AND ARBITRATION

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 initiated in writing by the employee by completing the Official Statement of Grievance Form (Appendix A) within forty-five (45) calendar days of the time the employee knows, or by reasonable diligence should have known, of such alleged violation of the Agreement.

### Section 2.

(A) If the Association or an employee desires a formal resolution of any grievance as defined in Section 1 (except complaints of unlawful discrimination), such grievance shall be processed as provided under Section 3 of this Article.

(B) Employees have the right to appeal a disciplinary action within fifteen (15) calendar days of the effective date of the action when the following disciplinary actions are taken:

- (1) Reprimand Appeals: Initiated at step 1.
- (2) Reduction, Suspension and Demotion Appeals: Initiated at step 2.
- (3) Dismissal Appeals: Initiated at step 3.

### Section 3. Grievance Steps

#### Step 1 – Supervisory Level

The employee or his/her Association representative on behalf of the employee shall submit a written grievance to the grievant's immediate supervisor for resolution within the timeframes outlined in Section 1 of this Article. The immediate supervisor may meet and discuss the grievance with the employee and/or his/her Association representative. Failing to resolve the grievance, the immediate supervisor will respond to the grievance in writing within thirty (30) calendar days of receipt of the grievance.

#### Step 2 – Agency Personnel Services

(A) The employee or the Association representative on the employee's behalf, may appeal an unresolved grievance within fifteen (15) calendar days of receipt of the step 1 response to the Human Resources Manager or designee.

(B) The Human Resources Manager or designee and the employee's supervisor shall meet with the Association representative and employee to discuss the grievance. The Human Resources Manager or designee shall respond within fifteen (15) calendar days

from the date of receipt of the grievance. A telephone conference call can substitute for a meeting at this step of the grievance procedure.

(C) Grievances raised by the certified Association representative and confirmed by the signatures of three (3) or more employees which are of general Region or Section concern shall be initiated at this step (Step 2) of the grievance procedure. The spokesman for the three (3) or more employees or their Association representative must give the names of at least three (3) employees involved to verify that it is a group grievance. If the group grievance is of general concern throughout the Agency the Association may introduce, by mutual agreement with the Agency, the petition at Step 3.

### Step 3 – Labor Relations Unit.

If the grievance is not resolved at step 2, the employee or the Association may file, within fifteen (15) calendar days after receiving the response from the Agency Personnel Services Section Manager or designee, the grievance with the Department of Administrative Services, Labor Relations Unit, for determination. The Labor Relations Unit shall respond within fifteen (15) calendar days.

### Step 4 – Arbitration

(A) If the grievance is not satisfactorily resolved by the Labor Relations Unit, the Association may submit the issue to arbitration within fifteen (15) calendar days after receiving the response from the Labor Relations Unit.

(B) The parties shall select an Arbitrator from the lists(s) requested from the State Mediation and Conciliation Service. The parties shall name a mutually acceptable Arbitrator from the requested list. If the parties do not select an Arbitrator from the list, additional lists shall be requested until a mutually acceptable Arbitrator is named.

(C) Any arbitrable grievance arising out of or relating to the interpretation or the application of this Agreement shall be submitted by either the Employer, or the Association. If the grievance is to be submitted to arbitration, a pre-arbitration meeting shall be held between the Employer, the Association, and the Arbitrator in order to discuss a framing of the issues for a consolidation of cases, or such other procedural matters as the Arbitrator deems pertinent. A hearing will be scheduled with the parties at a mutually agreeable time.

(D) The arbitrator shall act in a judicial, not legislative capacity and shall have no right to recommend to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to the arbitrator.

(E) In the event the arbitrator finds a violation of the terms of this Agreement, the arbitrator shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law.

(F) The arbitrator shall submit in writing the decision within forty-five (45) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Section 4. Where a grievance involves two (2) or more supervisors and is confirmed by the signatures of three (3) or more employees, such grievances shall be filed and processed at 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 and the Grievance Form shall show the employees' signatures.

Section 5. The Association shall not expand upon the original elements and substance of the written grievance. Further, all grievances submitted for arbitration shall be consistent with the statement of grievance identified on the Official Statement of Grievance Form.

Section 6. Time limits specified in this procedure must be observed, unless either party requests a specific extension of time, which, if agreed to, must be stipulated in writing and shall become part of the grievance record. The employee may appeal a grievance to the next step if the Employer fails to meet time lines prescribed herein.

Section 7. The arbitrator's fees and expenses shall be equally shared by the parties.

#### ARTICLE 37A,C - REDUCTION IN FORCE (ODOT/OPRD)

Section 1. A reduction in force is defined as a separation from the service for involuntary reasons, other than resignation, not reflecting discredit on an employee.

Section 2. A reduction in force shall be implemented in the following manner:

(A) The Agency shall give the Association written notice thirty (30) days in advance, an opportunity to be briefed on factors necessitating a reduction in force, and an opportunity to comment. The Agency will provide the Association with a list of employees to be declared surplus, computation of service credits for represented employees, and any change in the classifications or pay of the employees involved brought about by the reorganization.

(B) As soon as possible after the need for reduction in force is determined, the Agency and the Association shall discuss the need for and implementation of job information services which may include Job Information Notice, Hot-line Service, Request for Information, Employee Resume Assistance, and Job Skill Orientation.

(C) Service credits will be calculated for all employees within the Agency in accordance with Section 6 of this Article, and lists for each classification series shall be prepared for:

- (1) Part-time employees
- (2) Full-time employees
- (3) Seasonal employees

Section 3. The Agency shall determine the specific positions to be vacated. Regular status employees in positions which are declared surplus shall be advised and shall be given thirty (30) days notice and ten (10) days to select one of the following options. In order to keep transfer and cost of moving to a minimum, options will normally be considered in the listed order although the employee may at any time select Option 3. For purposes of this Article, zone shall be defined as Zone A (Regions 1-2) and Zone B (Regions 3-5).

Option 1 – The employee may displace the employee in the bargaining unit with the lowest service credits in the same classification in the same zones as defined above where the reduction in force occurs.

Option 2 – The employee may demote to any classification within the bargaining unit in the same zone as defined above in the Agency where the reduction in force occurs.

Option 3 – The employee may accept reduction in force in lieu of either Option 1 or 2.

Vacant positions shall have zero (0) service credits.

Section 4. To facilitate the process, employees electing to demote in lieu of reduction in force who do not have the lowest service credit scores in their classification, shall have all rights to return to their former classification via the reduction in force list.

An employee may volunteer to accept another employee's transfer under Options 1 or 2 if acceptable to the Agency.

The employee may request to go on the Agency reduction in force list, the order of which shall be in inverse order of service credits.

(A) Before exercising any of the options under Section 3, the employee must meet the minimum qualifications and any special qualifications for the position for the classification, and must satisfactorily perform the duties of the position in ninety (90) days.

(B) Any regular status employee displaced by another employee exercising his/her options under Section 3 may also exercise any option available under Section 3.

(C) Employees who refuse to accept reassignment to a position made available by the Agency in accordance with the employee's selected option shall be considered to have been laid off.



(D) Executive Service and Management Service employees removed from positions excluded from collective bargaining and reassigned to classifications that are represented by the Association shall immediately be covered by the terms of this Agreement.

#### Section 5.

(A) After the procedures of reassignment have been applied throughout the Agency, a reduction in force list of the remaining personnel shall be compiled and separation notices shall be sent to those employees affected notifying them that their services will be terminated in thirty (30) days.

(B) Temporary employees working in the classification and region in which a reduction in force occurs must be terminated prior to the layoff of trial service or regular status employees.

(C) Initial trial service employees (new hires) must be removed prior to the reduction in force of regular employees. The order in which trial service employees are removed shall be based on service credit scores. Trial service employees who are removed, or demoted in lieu of reduction in force, will not be placed on the Agency reduction in force list, but shall be restored to the eligible list from which certification was made, if the eligible list is still active. Restoration to the list shall be for the remaining period of eligibility that existed at the time of appointment from the list.

(D) Regular employees shall be laid off in the following order:

- (1) Seasonal employees
- (2) Part-time employees
- (3) Full-time employees

However, individuals filling a job share position which totals a full-time equivalent shall be considered as one (1) position. Service credits shall be determined by averaging the two (2) individual's scores, and both individuals shall be treated as one (1).

#### Section 6. Computation of service credit shall be made as follows:

(A) Credit one-half (1/2) point for each month of service except as a temporary appointee in State service.

(B) Each full month of State service shall be used in the above computation except when a break in service of twenty-four (24) months or more has occurred. In this event, only service occurring after reemployment will be allowed in the computation. All part-time regular status service shall be credited on a prorated basis.

(C) If it is found that two (2) or more employees in the Agency have equal service credit, the order of reduction in force shall be in inverse order to the greatest length of continuous service in the Agency. If ties between employees still exist, the order of

reduction in force shall be determined by the Agency, in such manner as to conserve for the State the service of the most qualified employees.

Section 7. Regular status employees laid off, or demoted in lieu of reduction in force, shall be placed, in order of service credit, on the Agency bargaining unit reduction in force list for the region in which the reduction in force occurs. The term of eligibility of candidates placed on the lists shall be two (2) years from the date of their separation from the classification in which they earned reduction in force rights. Should an employee be recalled to a position, the employee will not be eligible for moving expenses.

Section 8. Regular seasonal employees laid off prior to the end of the season shall be placed, in order of service credit, on the Agency bargaining unit reduction in force list for seasonal reappointment, and shall be limited so as to encompass only those seasonal employees in a class who are employed at a specific geographical location where the reduction occurs. The eligibility of 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 service credit computation. Regular seasonal employees terminated at the end of the season shall be placed on the reinstatement list in order of service credit, and shall be recalled by geographical area the following season, in order of service credit, to the extent that work is available to be performed.

#### ARTICLE 37B - LAYOFF (FORESTRY ONLY)

Section 1. The parties agree that when the Agency finds it necessary to layoff bargaining unit employees it will do so under the following procedures. The Agency shall give the Association written notice thirty (30) days in advance; an opportunity to be briefed on factors necessitating a layoff; and an opportunity to comment. The Agency will provide the Association with a list of positions to be declared surplus; computation of service credits for represented employees; and any change in the classifications or pay of the employees involved brought about by the reorganization.

Section 2. Employee's service credits shall be calculated and employees laid off within the following mutually exclusive categories:

- (A) Permanent part-time employees,
- (B) Permanent full-time employees.

Section 3. The layoff procedure shall occur in the following manner:

When the Agency determines a need to implement a layoff it shall "meet and discuss" the impending reduction in force with the Association.

The Agency shall determine the specific positions to be vacated, and notify in writing those employees whose positions are to be vacated through layoff. The Agency shall notify, in writing, all affected employees of his/her service credit score and his/her contractual bumping rights.

If an employee in a position designated for layoff has a higher service credit rating than other bargaining unit employees in that same classification and geographic area, that employee may bump into the position of the employee possessing the lowest service credit rating in that class. An employee may elect to demote in lieu of layoff to a position in the Agency within the geographic area in the same class in which he/she last held regular status. An employee bumping or demoting must be immediately capable of satisfactorily performing the specific requirements of the new position. An employee laid off shall be placed on the appropriate Agency bargaining unit layoff list.

Section 4. The following options will be available to an employee whose position is to be vacated. In order to keep transfer and cost of moving to a minimum, options will normally be considered in the listed order although the employee may at any time select Option 5. The employee may be denied Option 2 if a position is available to him/her under Option 1. The employee may be denied Option 4 if a position is available to him/her under Options 1 or 3.

Option 1. The employee may displace the employee in the bargaining unit with the lowest service credits in the same classification, in the same geographical area, and in the same Agency where the layoff occurs.

Option 2. The employee may displace the employee in the bargaining unit with the lowest service credits in the same classification and in the same Agency where the layoff occurs.

Option 3. The employee may demote to any classification within their series and within the bargaining unit in the same geographical area in the Agency where the layoff occurs.

Option 4. The employee may demote to any classification within their series and within the bargaining unit in the Agency where the layoff occurs.

Option 5. The employee may accept layoff in lieu of any of the foregoing options.

To facilitate the layoff process, employees electing to demote in lieu of layoff when they do not have the lowest service credit score, shall have all rights to return to their former classification via the layoff list.

An employee may volunteer to accept another employee's transfer under Options 2 or 4 if acceptable to the Agency.

The employee may request to go on the Agency layoff list, the order of which shall be in inverse order of service credits.

An employee notified of a pending layoff shall select one (1) of the options and communicate such choice in writing to the Personnel Operations Section within ten (10) calendar days from the date the employee is notified in writing. Employees who refuse to accept reassignment to a position made available by the Agency in accordance with the employee's selected option(s) shall be considered to have been laid off.

Each refusal of reassignment and subsequent layoff shall result in the removal of one (1) name from the layoff list, starting with the employee with the highest service credit and working downward.

Section 5. Computation of service credit shall be made as follows:

- (A) Credit one (1) point for each month of unbroken service in State service.
- (B) A break in service is a separation from State service of more than two (2) years. All part-time service shall be credited on a pro-rated basis. A regular employee, who separates from the State service and exceeds the limitations for unbroken service shall not regain previously accrued service credit for the purpose of layoff standing.

If it is found that two (2) or more employees in the Agency have equal service credit, the order of reduction shall be in inverse order of the greatest length of continuous State service. If this does not break the tie, then the greatest length of continuous service in the Agency shall be used. If ties between employees still exist, the order of reduction shall be determined by the Agency, with prior approval of the Department, in such a manner as to conserve for the State services the most qualified employees.

Section 6. Moving expenses will be paid by the Agency for any moves associated with bumping, demoting or return from a layoff list, in accordance with the Moving Article in this Agreement.

Section 7. If an employee is demoted to a job classification in a lower range, because of layoff, but their previous salary is above the highest step for that range, the employee shall be paid at the higher salary until the salary in the lower class catches up or the employee is promoted or reinstated.

#### ARTICLE 38 - ELECTION DAYS

On recognized Federal and State Election Days, work will be arranged to allow employees the opportunity to vote.

#### ARTICLE 39 - HOLIDAYS

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

- (A) New Year's Day on January 1.
- (B) Martin Luther King, Jr.'s Birthday on the third (3<sup>rd</sup>) Monday of January.
- (C) President's Day on the third (3<sup>rd</sup>) Monday in February.
- (D) Memorial Day on the last Monday in May.
- (E) Independence Day on July 4.

- (F) Labor Day on the first (1<sup>st</sup>) Monday in September.
- (G) Veteran's Day on November 11.
- (H) Thanksgiving Day on the fourth (4<sup>th</sup>) Thursday in November.
- (I) Christmas Day on December 25.
- (J) Every day appointed by the Governor as a holiday.

Part-time employees will be paid a pro rata share of the holiday pay based on the calculation stated in Article 51, Section 2(C)(2) (Payday and Payroll Computation Procedure).

Section 2. In addition to the holidays specified in this Article, the Agency agrees to grant eight (8) hours of paid leave to each employee. This paid leave shall be accrued by all employees employed as of the day before Thanksgiving of each year and will be granted on the basis which will preclude the closure of State facilities. Employees may request the option of using the eight (8) hours of paid leave on the workday before or after Christmas, the workday before or after New Year's Day, the Friday after Thanksgiving Day, or, when these days are not available to an employee, on another day of the employee's choice.

Section 3. Employees required to work on days recognized by this Agreement as holidays which fall within their regular work schedules shall be entitled to, in addition to their regular monthly salary, compensatory time off, or be paid in cash, according to the overtime election provided in Article 61 – Overtime. Compensatory time off or cash paid for all time worked shall be at the rate of time and one-half (1-1/2). The rate at which an employee shall be paid for working on a holiday shall not exceed the rate of time and one-half (1-1/2) his/her straight time rate of pay.

Section 4. When a holiday specified in Section 1 of this Article falls on Saturday, the preceding Friday shall be recognized as the holiday. When a holiday specified in Section 1 of this Article falls on Sunday, the following Monday shall be recognized as the holiday.

Section 5. An employee's leave account shall not be charged for a holiday which occurs during the use of earned vacation or earned sick leave.

Section 6. Holiday Work.

(A) Employees shall normally be notified of holiday work schedules at least fourteen (14) calendar days in advance of the holiday, but in no instance shall there be less than seven (7) calendar days advance notice of such work schedules except in situations over which the Agency has no control.

(B) When holiday work is necessary, employees shall be given an opportunity to request to work or not to work. Such requests shall be granted to the extent possible in keeping with the operating needs of the Agency and the work unit.

(C) The Agency may require employees to work on holidays to assure service to the public.

## ARTICLE 40 - VACATION LEAVE

Section 1. After having served in the State service for six (6) full calendar months, full time employees shall be credited with six (6) days of vacation leave and thereafter vacation leave shall be accumulated as follows:

After six (6) months through fifth (5 <sup>th</sup> ) year	Twelve (12) work days for each twelve (12) full calendar months of service (eight (8) hours per month).
After fifth (5 <sup>th</sup> ) year through tenth (10 <sup>th</sup> ) year	Fifteen (15) work days for each twelve (12) full calendar months of service (ten (10) hours per month).
After tenth (10 <sup>th</sup> ) year through fifteenth (15 <sup>th</sup> ) year	Eighteen (18) work days for each twelve (12) full calendar months of service (twelve (12) hours per month).
After fifteenth (15 <sup>th</sup> ) year through twentieth (20 <sup>th</sup> ) year	Twenty-one (21) work days for each twelve (12) full calendar months of service (fourteen (14) hours per month).
After twentieth (20 <sup>th</sup> ) year	Twenty-four (24) work days for each twelve (12) full calendar months of service (sixteen (16) hours per month).

Additionally, twenty-four (24) hours of vacation leave shall be accrued, twelve (12) hours on February 1 and twelve (12) on July 1 by each regular status, full-time employee who has successfully completed trial service following initial appointment to State service.

Section 2. Compensation for use of accrued vacation shall be at the employee's prevailing straight time rate of pay.

Section 3. In the event of termination, any accrued vacation credits will be paid in cash to the employee.

Section 4. In the event of an employee's death, all monies due the employee for accrued vacation credits and/or salary shall be paid as provided by law.

Section 5. An employee who has lost work because of job-related illness or injury will not suffer a reduction in vacation credits. Vacation credits will continue to be earned while an employee is using earned sick leave.

Section 6. Service with a jury will be considered time worked, based upon time actually spent at Court plus adequate travel time to and from the Courthouse and employee's assigned work station.

Section 7. The accumulation of vacation hours shall not be in excess of two hundred fifty (250) hours on May 1 of each year.

Section 8. Time spent by an employee in actual State service or on Peace Corps, military, education or job incurred disability leave without pay shall be considered as time in the State service in determining length of service for computation of vacation credits.

Section 9. Employees who have been separated from the State service and return to a permanent position within two (2) years shall be given credit toward additional vacation credits for service prior to their separations. All time in the exempt or unclassified service, including periods with academic rank, shall be counted as long as there is not a break in service of more than two (2) years.

Section 10. Employees who work a partial month of at least thirty-two (32) hours will accrue vacation leave on a pro rata basis. Actual time worked and all leave with pay shall be included in determining the pro rata accrual of vacation credits each month.

Section 11. Vacation Scheduling. Subject to the operating requirements of the Agency, employees shall have their choice of vacation time if requested three (3) full calendar months in advance. If two (2) or more employees request the same period of time and the matter cannot be resolved by agreement of the parties concerned, the employee having the greatest length of service with the Agency shall be granted the time.

- (A) All requests for vacation shall be reviewed and approved or rescheduled by the Immediate Supervisor within seven (7) calendar days of receiving request.
- (B) Employees shall be allowed to use at least one (1) full week of vacation each year during the calendar season of their choice. The Agency shall grant requests for more than one (1) week when the work load of the unit will permit.
- (C) Employees who have scheduled vacations and made nonrecoverable deposits on reservations shall not have such vacation canceled.
- (D) Employees shall request in writing the use of vacation so the two hundred fifty (250) hours of accumulated vacation are not exceeded on May 1 of each year. If an employee fails to request vacation and their vacation accumulation exceeds two hundred fifty (250) hours on May 1<sup>st</sup>, the amount above two hundred fifty (250) hours shall be forfeited. If the Agency cancels a scheduled vacation or denies a requested vacation and such cancellation or denial results in the Agency's inability to schedule the use of the excess vacation by May 1, the employee shall receive cash payment for the amount of vacation credit lost.
- (E) Vacation changes for different time periods are permissible and will be approved if conflict does not exist and work load permits.

(F) Subject to the operating requirements of the Agency, unscheduled vacations of three (3) days or less will be granted as requested.

#### ARTICLE 41 - UTILIZATION OF ACCRUED VACATION

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 an employee shall have his/her vacation time paid in full when he/she is laid off, terminated, or takes educational leave without pay in excess of thirty (30) days.

(B) Upon termination of employment, if a claim has been filed with the Appointing Authority charging that the employee has damaged or misappropriated State property equipment, payment for accrued vacation shall be withheld until the claim has been settled. If the employee takes no action toward settlement of the claim within sixty (60) days of the date his/her employment terminated, the Appointing Authority may declare the cash value of the accrued vacation forfeited.

#### ARTICLE 42 - SICK LEAVE

Section 1. Sick Leave With Pay. Except for temporary employees, sick leave with pay for State 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 education leave, shall be included in determining the pro rata accrual of sick leave credits each month, provided that the employee works thirty-two (32) hours or more in that month.

(C) **Accrual rate of sick leave with pay credits.** Employees shall accrue eight (8) hours of sick leave with pay credits for each full month worked. Employees who work less than a full month but at least thirty-two (32) hours shall accrue sick leave with pay on a prorated basis. Temporary employees shall not earn nor be eligible to use any previously earned sick leave except that a temporary employee appointed to a permanent position without a break in service of more than fifteen (15) calendar days shall accrue sick leave credits from the initial date of appointment to the temporary position.

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, exposure to contagious disease, attendance upon members of the employee's immediate family (employee's parent, wife, husband, children, brother, sister, grandmother, grandfather, son-in-law, daughter-in-law, or another member of the immediate household) where the employee's presence is required because of illness or death in the immediate family of the employee or the employee's spouse. The Agency has the duty to require that the employee make other arrangements, within a reasonable period of time, for the attendance upon children or other



persons in the employee's care. Certification of an attending physician or practitioner may be required by the Agency to support the employee's claim for sick leave, 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.

Section 3. Sick Leave Without Pay. 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. After earned sick leave has been exhausted, the Agency may grant sick leave without pay for any non-job-incurred injury or illness to any employee upon request for a period up to one (1) year. Extensions of sick leave without pay for any non-job-incurred injury or illness beyond one (1) year must be approved by the Agency and the Department. The Agency or the Department may require that the employee submit a certificate from the attending physician or practitioner in verification of disability resulting from a job-incurred or non-job-incurred injury or illness. Any cost associated with the supplying of a certificate concerning a non-job incurred injury or illness or concerning a job-incurred injury or illness that is not covered by Worker's Compensation benefits shall be borne by the Agency. 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.

Section 4. Medical Examination and Immunization.

(A) Employees who request time off from work for the purpose of taking a physical examination shall be granted time off for this purpose. Leave time granted for this purpose shall be charged to accrued sick leave.

(B) If in the conduct of official duties, an employee is exposed to serious communicable diseases which would require immunization against or testing for such exposure, or if required by the Agency, the employee shall be provided immunization against or testing for such communicable disease without cost to the employee and without deduction from accrued sick leave. Where immunization or testing will prevent or help prevent such disease from occurring, employees shall be granted accrued sick leave with pay for the time off from work required for the immunization or testing.

ARTICLE 43 - RESTORATION OF SICK LEAVE CREDITS

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

ARTICLE 44 - TRANSFER OF VACATION AND SICK LEAVE CREDITS

Section 1. Upon transfer of an employee with six (6) full months of State service to a different State agency, the employee may elect to have a maximum of eighty (80) hours of accrued

vacation credits transferred to the gaining agency, except, the gaining agency may agree to accept a greater amount of accrued vacation credits. The employee shall be paid in cash for that portion of accrued vacation credits not transferred.

Section 2. An employee with six (6) full months of State service shall have all of the employee's accrued sick leave credits transferred when the employee is transferred to a different State agency.

Section 3. Upon transfer of an employee with less than six (6) full months of service to a different agency, all vacation credits accrued and all accumulated sick leave shall be transferred to the gaining agency.

#### ARTICLE 45 - WORKERS' COMPENSATION APPLICATION

Section 1. Compensation for on-the-job injuries shall be paid by the State's Workers' Compensation Insurer. 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.

Section 2. Employees wishing to continue current payroll deductions, must pay the Agency the total amounts in advance or cancel the deductions.

#### ARTICLE 46 - LEAVE OF ABSENCE WITH PAY

Section 1. Any employee holding a position in the classified service shall be granted a leave of absence with pay for the following:

- (A) Service with a jury. The employee may keep any money paid by the court for serving on a jury.
- (B) 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. Any money received for such attendance shall be returned to the Agency.
- (C) Attendance in court in connection with an employee's officially assigned duties, including the time required going to court and returning to his headquarters. The Agency shall provide appropriate travel and per diem allowances if applicable. The employee may keep any money received for such attendance.
- (D) Taking part, without pay, in a search or rescue operation at the request of any law enforcement agency, the Administrator of the Aeronautics Division, the United States Forest Service, or any local organization for civil defense, for a period of no more than five (5) days for each operation.
- (E) Other authorized duties in connection with State business.

(F) 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) work days in any federal fiscal year, October 1 through September 30. The time is for the purpose of discharging his/her obligation of annual active duty for training in the military reserve or National Guard. Initial service orientation does not qualify as active annual duty.

(G) Any time proclaimed by the Governor as leave of absence with pay.

(H) Employees taking professional examinations required for their current position for the first time shall be allowed the use of worktime. In addition, a supervisor may grant paid leave time for an employee to take a professional examination for another position in the Agency if, by taking the professional examination, it contributes toward the Agency meeting its operational needs. Subsequent examinations shall be on personal time. Supervisors shall be notified at least five (5) days in advance.

(I) Employees who have regular official positions with either the State or county civil defense agencies and who are required to participate in exercises or alerts.

(J) Sufficient time off with pay to enable them to donate blood when drawing is in the immediate vicinity.

(K) Educational leave in which his/her Agency may defray a part or all of the cost, either through allotment or payment of a salary. Such leave shall be granted only when the benefits to be realized by the State will outweigh the cost and inconvenience to the State. Each request for leave must be approved by the administrator, who normally shall not approve such leave for more than one (1) year. Vacation leave shall not accrue during an educational leave with pay, the duration of which exceeds fifteen (15) calendar days.

(L) Job Interview Leave.

(1) Employees, subject to providing reasonable notice and receiving prior management approval, shall be allowed Agency paid time including travel to interview for positions within their Agency when such interview(s) occurs during their work hours. An Appointing Authority or designee shall determine the appropriate amount of time for the interview and whether the time taken for interviews is excessive.

(2) Employees, subject to providing reasonable notice and receiving prior management approval, shall be allowed up to two (2) hours of Agency paid time to interview for positions with another State Agency when such interview(s) occur during their work hours. An Appointing Authority or designee shall determine whether the amount of time requested for the interview is appropriate

and whether the time taken for interviews is excessive. Such determination is not subject to the grievance procedure.

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

(3) All interview leave time including travel approved under subsections 1 and 2 above must be recorded as IT on the employee's timesheet/time reporting record.

(4) Interview leave used shall not count as time worked for purposes of overtime.

(5) An Agency shall not incur any employee reimbursement costs.

Section 2. Pre-Retirement Counseling Leave. Within ten (10) years of the employee's compulsory retirement date or within five (5) years of the employee's chosen retirement date, if the employee is forty-five (45) years of age or older, each employee shall be granted up to twenty-eight (28) hours leave with pay to pursue bona fide pre-retirement counseling programs. Employees shall request the use of leave provided in this Article at least five (5) days prior to the intended date of use.

Authorization for the use of preretirement 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.

When the dates requested for preretirement 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.

## ARTICLE 47 - LEAVE OF ABSENCE WITHOUT PAY

Section 1. In instances where the work of the Agency will not be seriously handicapped by the temporary absence of an employee, the employee may be granted a leave of absence without pay or educational leave without pay not to exceed one (1) year. Request for such leave must be in writing and must establish reasonable justification for approval.

Time spent on leave without pay in excess of fifteen (15) consecutive calendar days shall not be considered as service in determining the employees' eligibility date for a salary increase unless such time has been spent on leave resulting from a job-incurred disability.

Section 2. For family emergencies an employee may be granted a leave without pay for a period of time mutually agreed upon by the employee and the Agency. The personnel action placing an employee on such leave should state the reasons for and the expected duration of such leave.

Section 3. Military leave without pay shall be granted subject to the provisions of ORS 408.240. Upon the termination of any leave granted by ORS 408.240, the employee shall be restored to his position without loss of seniority or other benefits in accordance with ORS 408.270.

Section 4. Peace Corps Leave. Leaves of absence without pay may be granted to all regular employees who serve in the Peace Corps as volunteers. Upon expiration of the leave the employee shall have the right to be reinstated to the position held before the leave was granted and at the salary rates prevailing for such positions on the date of resumption of duty without loss of seniority or other employment rights. Failure of the employee to report within ninety (90) days after termination of service shall be cause for dismissal.

Section 5. 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 48 - LEAVE FOR WORLD, PAN AMERICAN, OR OLYMPIC EVENTS

An employee may be granted, upon request, a leave of absence with pay, not exceeding ninety (90) days per calendar year, to participate in official training camps and competitions for World, Pan American or Olympic events as a group leader, coach, official or athlete of a United States amateur team. The purpose of the leave shall be preparation for and participation in competition and preliminary competition.

Upon expiration of the leave, the employee shall be reinstated to the position held before the leave was granted and at the salary rate prevailing for the class to which the position is allocated without loss of seniority or other employment rights. Failure by an employee to report for duty within thirty (30) calendar days after termination of official competition shall be cause for dismissal.

To be eligible for leave with pay under this rule, the employee shall have been a resident of the State of Oregon for a period of not less than five (5) years and shall have been an employee of the State of Oregon for a period of not less than one (1) year prior to being granted the leave.

Employees who are granted leave with pay shall reimburse the employing agency in full through monetary payment, with no interest charge, or through hours worked equivalent to the number of hours spent on leave with pay or a combination of both. Full reimbursement shall be accomplished at a time not later than two (2) years following the last day of leave with pay granted under this Article.

#### ARTICLE 49 - DONATION OF LEAVE TIME

These provisions shall apply for the purpose of allowing employees to donate accrued vacation leave and accrued compensatory time off for use by eligible recipients as sick leave. Agencies will allow employees to make irrevocable donations of accumulated vacation leave and compensatory time to a coworker in that Agency. For purposes of this Agreement, hardship leave donations will be administered under the following stipulations and the terms of this Agreement shall be strictly enforced with no exceptions.

- (A) The recipient and donor must have obtained regular status in the Agency.
- (B) The employer shall not assume any tax liabilities that would otherwise accrue to the employee.
- (C) Use of donated leave shall be consistent with those provisions found under Article 42, Section 2.
- (D) Applications for hardship leave shall be in writing and sent to the Agency's Personnel Section and accompanied by the treating physician's written statement certifying that the illness or injury will continue for at least thirty (30) days following donee's projected exhaustion of accumulated leave. Donated leave may be used intermittently.
- (E) Donations shall be credited at the recipient's current regular hourly rate of pay. Donations shall be used to reimburse the Agency for such costs as are incurred for insurance contributions pursuant to Article 54 for which the recipient is eligible to receive as a result of their use of donated hardship leave.
- (F) Accumulated leave includes but is not limited to sick, vacation, personal, and compensatory leave accruals.
- (G) Employees otherwise eligible for or receiving disability benefits, workers' compensation, or on parental leaves will not be considered eligible to receive donations under this Agreement.

#### ARTICLE 50 - INCLEMENT CONDITIONS

When, in the judgment of the Agency, weather conditions require the closing or curtailing of State offices and institutions within the employees' regularly scheduled work day, the employees will be paid for the remainder of their regularly scheduled shift.

The Agency may direct employees to remain at home prior to the beginning of the work shift because of inclement weather or hazardous conditions. If announcement is provided by telephone, television or radio prior to the FLSA non-exempt employee leaving home, the employee will be authorized the optional use of accrued vacation, compensatory time or leave without pay during the period in which the employee's work is curtailed due to the inclement or hazardous condition. If the FLSA non-exempt employee does not receive notification as provided herein and the employee reports for his/her regularly scheduled shift of work, he/she shall be paid for the full shift of work, and may be required to work, at the discretion of the Agency, if work is available. If notice of closure occurs prior to the beginning of the work shift and the FLSA-exempt employee is not otherwise approved to be on pre-scheduled leave or authorized to report to work at another location, the employee shall be paid for the work shift. However, an FLSA-exempt employee may be required to use paid leave where the closure applies to that employee for a full work week.

## ARTICLE 51 - PAYDAY AND PAYROLL COMPUTATION PROCEDURE

### Section 1. Pay.

(A) Pay for the employees in the bargaining unit shall be in accordance with the Compensation Plan adopted by the Human Resource Services Division and approved by the Governor as modified by this Agreement. No change shall be made in the Compensation Plan which affects AEE 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 (1<sup>st</sup>) day of the month. When a payday occurs on a Monday through Friday, payroll checks shall be released to employees on that day. When a payday falls on a Saturday, Sunday, or holiday, employee paychecks shall be made available on the last working day of the month. When an employee is not scheduled to work on the payday, the paycheck shall be released prior to payday if the paycheck is available and the employee has completed the "Request for Release of Payroll Check" Form AD-20. 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. A check 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 by cashing or depositing of the check may be cause for disciplinary action. The release day for December paychecks dated January 1 shall be the first (1<sup>st</sup>) working day in January to avoid the risk of December's paychecks being included in the prior year's earnings for tax purposes.

(C) Payroll checks for employees without sufficient leave time. If an employee was absent without pay during the last days of the month, paychecks may be held until sufficient hours/days are worked the following month by the employee during his/her regular work schedule. This shall be for an equal number of hours/days to those without pay hours from the preceding month.

(D) 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.

(E) Release of sixty (60) percent of an employee's earned gross wages prior to the employee's designated payday shall be authorized, subject to the approval of the employee's supervisor, 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. Payroll Computation Procedures.

### (A) DEFINITIONS:

- (1) Regular Status Full-Time – a regular status position equivalent to eight (8) hours per day or forty (40) hours per week. A regular status full-time employee will be paid on a monthly salary basis, and all benefits will be calculated on a monthly basis.
- (2) Regular Status Part-Time – a regular status position less than regular status full-time. A regular status 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 basis. All regular status 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.
- (3) 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 basis, whichever is appropriate.
- (4) Seasonal Part-Time – a seasonal position normally less than equivalent to eight (8) hours per day or forty (40) hours per week. An employee in such position will be paid on an hourly basis and all benefits will be calculated on a partial pay period basis.
- (5) “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 except as defined in Section 2. (C) – HOLIDAYS.



(6) “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.

(7) “Partial month’s pay” – a prorated monthly or pay period salary. The number of days actually worked by an employee divided by the total number of workdays in the month or pay period, times the monthly or pay period salary rate. For example, if the employee works fifteen (15) days in a month or pay period with twenty-one (21) workdays, the partial month’s pay is computed as follows:

$$\frac{15}{21} \times \text{salary rate} = \text{gross pay}$$

(8) “Days Worked” – includes all days actually worked, all holidays (except as defined in Section 2 (C)), and all paid leave, which occur within an employee’s service period.

(B) GENERAL COMPENSATION:

(1) Regular Status Full-Time Employees (FTE):

Pay and benefits will be computed on a monthly basis.

(2) Regular Status Part-Time Employees:

(a) 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. Regular status part-time employees in regular status full-time positions will be treated as regular status part-time for purposes of this Article.

(b) 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.

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

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

(5) Jobsharing Employees. The total time worked by all job share employees in one position will not exceed one (1.0) FTE.

(6) Partial Month’s Pay or Partial Pay Period. 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 (1<sup>st</sup>) 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.
- (d) An employee is appointed to a regular status part-time position.

See definition for partial month's pay under Section 7.(a) for computation procedures.

(7) Changes in salary rate:

- (a) When an employee's salary rate changes in the middle of a month, pay will be computed on the fractional amount of workdays worked at each salary rate during the month. For example, in a month having twenty-one (21) workdays (based on employee's work schedule), the salary of an employee working eleven (11) days at the old rate and ten (10) days at the new rate is computed as follows:

$$\frac{11}{21} \times \text{old rate} + \frac{10}{21} \times \text{new rate} = \text{gross pay}$$

- (b) The percentage conversion chart in the Compensation Plan may be used instead.

(C) HOLIDAYS:

(1) General:

- (a) If a holiday falls on what would normally be the first (1<sup>st</sup>) working day of the month or pay period and a new employee begins work the day immediately following the holiday, the employee will not receive holiday pay. An employee's appointment date must precede or begin on this holiday in order to receive compensation for the holiday.
- (b) If a holiday falls on what would normally be the last working day of the month or pay period and the employee separates from State service on the day just prior to the holiday, the employee will not receive holiday pay. An employee's separation date must be subsequent to, or end on, this holiday in order to receive compensation for the holiday.

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

or on designated separation date, the employee shall be paid for said holiday.

(c) All employees will receive pay for recognized legal holidays during those months in which they work thirty-two (32) hours or more, except as provided in Sections C(1)(a) and C(1)(b) above.

(d) Compensation for a holiday shall be based on an eight (8) hour day.

(e) Employees in a leave without pay status shall be granted time off with pay on a prorated basis for the legal holiday providing the employee works thirty-two (32) hours or more during the month or pay period, whichever is appropriate.

(2) Part-time, hourly, seasonal part-time and seasonal full-time 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: total hours worked, times holiday hours in the month, divided by total hours in month or pay period.

(3) Transfers to and from another Agency:

(a) When compensable, non-workdays such as a holiday, sick leave or vacation leave, 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.

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

(D) VACATION:

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

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

(2) Separating employees, who are eligible, will be paid for unused vacation leave accrued through the last full calendar month or pay period of service, based

on each employee's work schedule. If the employee does not work (as defined in Section 2 (A)(8)) through the last regularly scheduled workday in the last calendar month or pay period, payment shall be made for unused vacation credits earned up to the end of the preceding month or pay period.

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

(3) Separating employees, who are eligible, will be paid for accumulated vacation leave and compensatory time at the hourly rate equivalent to his/her base rate at the time of separation.

## ARTICLE 52 - SALARY ADMINISTRATION

Section 1. Salary Increase. Employees shall be eligible for salary increases at the first (1<sup>st</sup>) 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 (1<sup>st</sup>) year of service with the Employer, the employee shall not receive this increase, but shall be eligible for increases in Part B.

(B) At the conclusion of promotional trial service, and annual periods thereafter, until the employee has reached the top step in his/her salary range.

(C) Time spent on leave without pay in excess of fifteen (15) consecutive calendar days shall not be considered as service in determining the employee's eligibility date for a salary increase unless such time has been spent on leave resulting from a job-incurred disability.

Section 2. Seasonal Employees. A seasonal employee shall be eligible for a salary increase after having worked on a combination of seasonal periods which total a twelve (12) month period and having worked each twelve (12) month period thereafter. Provided, however, that seasonal employees at the top of the pay range for their classification are not eligible for a salary increase under this Section.

Section 3. Submission of Salary Increase. Recommendations for salary increases must be made to be effective on the first (1<sup>st</sup>) day of the month and must be submitted prior to the proposed effective date.

Retroactive trial service and annual salary increases to correct errors or oversights, and retroactive payments resulting from grievance settlements will be authorized. The proposed effective date for retroactive trial service and annual salary increases must be on the first (1<sup>st</sup>) day of the month no more than twelve (12) months prior to the time of submitting the correcting recommendation. Special salary adjustments shall not be made effective prior to the beginning of the current month.

Section 4. Denial of Annual Performance Pay. Increases under this Article may be withheld for just cause as a result of an action taken in accordance with Article 24 – Discipline and Discharge. If a salary increase is not granted on the eligibility date, it may be granted on the first (1<sup>st</sup>) of any of the subsequent eleven (11) months but shall not be retroactive.

Grievances resulting from the withholding of salary increase shall be presented directly to Step 2 in the Agency grievance procedure. If, as a result of such a grievance, a decision is made to grant an increase initially withheld, the effective date of the increase shall be retroactive to the original eligibility date.

Section 5. 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 which 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 the 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. In such cases, the rate will be set by the Agency.

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.

Section 6. Salary on Promotion. An employee shall be given no less than an increase to the next higher rate in the new salary range effective on the date of promotion.

Section 7. Rate of Pay Upon Upward Reclassification. When employees are noncompetitively advanced because of reclassification of positions they will be given an immediate increase to no less than the next higher rate in the new salary range. When given an increase at the time of reclassification and at the discretion of Agency management, the employee's salary eligibility date may remain the same or be established twelve (12) months thereafter. Further, to avoid overpayments, the Agency may cease paying work out of classification.

Section 8. Salary Upon Lateral Transfer. An employee's salary shall remain at the same step when transferring from one position to another in the same bargaining unit which has the same salary range.

Section 9. Effect of Break of 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 as follows:

- (A) RETURN FROM LAYOFF LIST: The employee's previous salary eligibility date, adjusted by the amount of break in service, shall be restored.
- (B) RETURN FROM EMPLOYMENT LIST: 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 at the first (1<sup>st</sup>) of the month in any future month up to twelve (12) months from the date of re-employment.

Section 10. Rate of Pay on Appointment from Layoff List. When an individual is appointed from a layoff list to a position in the same class in which the person was previously employed, the person shall be paid at the same salary step at which such employee was being paid at the time of layoff. The salary eligibility date of an individual who is appointed from a layoff list shall be determined in accordance with Section 9 (A) of this Article.

Section 11. Rate of Pay Upon Return to State Service by Reemployment. When a former employee is appointed from a reemployment list to a position in the same class in which he/she was previously employed, or in a related class 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 class 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 class, except where exceptional circumstances justify payment of a higher rate. The salary eligibility date of a former employee who is appointed from a reemployment list shall be determined in accordance with Section 9 (B) of this Article.

Section 12. Special Salary Adjustments. Such adjustments may be given under special circumstances. The granting of a special salary adjustment will not affect the employee's eligibility date for a six (6) months or annual increase.

## ARTICLE 53 - SALARY/RETIREMENT PICKUP

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 employee contribution, pursuant to the law. The parties acknowledge that various challenges have been filed that contest the lawfulness, including the constitutionality, of various aspects of PERS reform legislation enacted by the 2003 Legislative Assembly, including Chapters 67 (HB 2003) and 68 (HB 2004) of Oregon Laws 2003 ("PERS Litigation"). Nothing in this agreement shall constitute a waiver of any party's rights, claims or defenses with respect to the PERS Litigation.

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

Contributions to Individual Account Programs. As of the date that an employee becomes a member of the Individual Account Program established by Section 29 of Chapter 733, Oregon Laws 2003, and pursuant to Section 3 of that same chapter, the State will pay an amount equal to six percent (6%) of the employee’s monthly salary, not to be deducted from the salary, as the employee’s contribution to the employee’s account in that program. The employee’s contributions paid by the State under this Section 2 shall not be considered to be “salary” for the purposes of determining the amount of employee contributions required to be contributed pursuant to Section 32 of Chapter 733, Oregon Laws 2003.

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

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

Section 4. Across the Board Adjustments.

Effective July 1, 2005 pay rates shall be increased upward by two percent (2%) or fifty dollars (\$50.00) whichever is greater.

Effective July 1, 2006 an additional step shall be added to the top of all salary ranges equal to a 4.75% increase over the previous top step. Implementation shall be on a least cost basis. Employees who have been at the top step of their salary range on the effective date shall have their former salary eligibility date restored for future increases. This does not apply to anyone red circled above new top step.

Effective December 1, 2006, pay rates shall be increased upward by two percent (2%) or fifty dollars (\$50) whichever is greater.

Section 5. Selective Salary Adjustments. Effective July 1, 2006, the following classifications shall be adjusted as indicated below:

<u>Class #</u>	<u>Class Title</u>	<u>From SR</u>	<u>To SR</u>
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0760	Right-of-Way Agent (Entry)	22	23
0761	Right-of-Way Agent 1	26	27
0762	Right-of-Way Agent 2	29	30

Effective July 1, 2006, all employees will retain their current salary rate in the new range except 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 date of July 1, 2007 will be assigned. All other employees will retain their current salary rate until their next salary eligibility date or their former salary eligibility date is restored at which time they will move to the next higher step in the range.

Subject to the Letter of Agreement on Step Freezes, for an employee whose rate is within the new salary range but not a corresponding salary step, his/her salary shall be adjusted to the next higher rate closest to their current salary on their next salary eligibility date. However, should an increase be less than two and one-half percent (2.5%), the employee will be placed into the next higher step in the new range.

Section 6. Natural Resource Specialist Classifications. The use of the Natural Resource Specialist 1-5 classifications shall be limited to the Parks and Recreation Department. No other agency covered by this Agreement shall be able to use or have access to the above class series. In addition, the parties agree that bargaining unit employees in the Departments of Forestry and Transportation will not have the ability to request and/or be classified into the above classes. Parks and Recreation Department employees will not have access or be reclassified into Program Tech 2, Program Coordinator, Administrative Specialist 2 or Landscape Architect effective on the date the new classes are established for employees properly classified into the Natural Resource Specialist series.

Section 7. New/Revised Classifications.

(A) Effective October 1, 2005, the following new classifications will be established at the salary ranges below:

0860	Program Analyst 1	SR 23
0861	Program Analyst 2	SR 27
0862	Program Analyst 3	SR 29
0863	Program Analyst 4	SR 31
0864	Public Affairs Specialist 1	SR 25
0865	Public Affairs Specialist 2	SR 29
0866	Public Affairs Specialist 3	SR 31
0870	Operations and Policy Analyst 1	SR 23
0871	Operations and Policy Analyst 2	SR 27
0872	Operations and Policy Analyst 3	SR 30
0873	Operations and Policy Analyst 4	SR 32
3136	Civil Engineering Specialist 1	SR 25
3137	Civil Engineering Specialist 2	SR 27
3138	Civil Engineering Specialist 3	SR 30
3144	Professional Land Surveyor 1	SR 30



3145	Professional Land Surveyor 2	SR 32
3146	Associate in Engineering 1	SR 25
3147	Associate in Engineering 2	SR 27
3148	Professional Engineer 1	SR 31
3149	Professional Engineer 2	SR 34
3267	Construction Project Manager 1	SR 27
3268	Construction Project Manager 2	SR 30
3269	Construction Project Manager 3	SR 32
4309	Traffic Systems Technician 1	SR 21
4310	Traffic Systems Technician 2	SR 25
4311	Traffic Systems Technician 3	SR 27

(B) Implementation Procedure for Above Classifications.

Effective October 1, 2005, all employees will retain their current salary rate in the new classification except 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 date of October 1, 2006 will be assigned. Further advancement in the range shall be allowed by this agreement and the Letter of Agreement on Step Freezes. Employees who are reallocated to a lower salary range classification and whose current salary rate exceeds that of the new salary range shall be red circled until the new classification catches up with the employee's existing salary.

For an employee whose rate is within the new salary range but not a corresponding salary step, his/her salary shall be adjusted to the next higher rate closest to their current salary on their next salary eligibility date. However, should an increase be less than two and one-half percent (2.5%), the employee will be placed into the next higher step in the new range.

(C) Deleted classifications:

0812	Program Technician 1
0813	Program Technician 2
3219	Associate Transportation Engineer
3220	Transportation Engineer 1
3221	Transportation Engineer 2
3222	Transportation Engineer 3
4309	Traffic Signal Technician 1
4310	Traffic Signal Technician 2
4311	Traffic Signal Technician 3

## ARTICLE 54 - HEALTH AND DENTAL INSURANCE

Section 1. Notwithstanding any past practice to the contrary, an employer contribution will be made for each employee who has a minimum of eighty (80) paid hours in the month and who is eligible for, and participates in, the flexible benefits program as administered by the Public Employees' Benefit Board (PEBB). Full-time for purposes of this Article is defined as paid time equal to the regular work hours in the month.

Contributions will be prorated for employees who have at least eighty (80) paid regular hours in a month and less than full-time hours. This proration shall be based upon the ratio of regular hours to full-time hours, rounded to the nearest full percent.

Section 2. Starting January 1, 2005 through December 31, 2005, the Employer shall make a contribution sufficient to cover the premium costs for PEBB health, dental and basic life benefits chosen by each eligible full-time employee.

These Employer contributions are understood to currently cost a monthly composite of eight hundred eighteen dollars (\$818) per eligible full-time employee statewide.

Plan Year 2006. For plan year beginning January 1, 2006 through December 31, 2006, the Employer will increase its monthly contributions a sufficient amount beyond the 2005 statewide composite rate (\$818) to continue to fully pay the PEBB health, dental and basic life benefit chosen by each eligible full-time employee who has at least eight (80) paid regular hours in a month.

Plan Year 2007. For plan year January 1, 2007 through December 31, 2007, the Employer will increase its monthly contribution by up to twelve percent (12%) of the actual monthly composite resulting from plan year 2006 should the cost of insurance premiums increase by that amount or more.

Should rates for 2007 exceed the Employer contribution, employees may incur out-of-pocket monthly premium costs. The parties may jointly petition the Public Employees Benefit Board to use reserve funding to support a portion of any premium increase above twelve percent (12%). In the event the premium increase in excess of twelve percent (12%) is not covered by PEBB reserves, the two percent (2%) salary schedule adjustment scheduled for December 1, 2006 shall be reduced by 0.25% for each one percent (1%) increase in premium above twelve percent (12%).

## ARTICLE 55 - PAYROLL DEDUCTIONS

Section 1. The Agency agrees to deduct, upon written authorization from the employee, monthly premium payments for health and dental insurance, group indemnity insurance, automobile insurance and life insurance for plans approved by the Benefit Board.

Section 2. If any other insurance plan is approved by the Public Employees' Benefit Board (PEBB) during the life of this Agreement, the Agency will deduct, upon written authorization from the employee, monthly premium payments.

Section 3. The Agency will deduct upon written authorization from the employee, monthly credit union payments as provided in ORS 292.067.

## ARTICLE 56 - WORK SCHEDULES

Section 1. Work schedules shall be established by the Agency. The Agency may establish more than one (1) type of work schedule; however, no employee shall be assigned more than one (1)

type of schedule at any one time. The following provisions will apply to the individual schedules:

(A) **REGULAR SCHEDULE:** This schedule shall be the normal schedule with the same starting and stopping time established for all days in the work week, and will normally consist of five (5) consecutive eight (8) hour days. Employees may vary their hours of labor by varying their lunch periods and breaks provided such variance does not affect the performance of the work unit and is approved by the Employer.

(B) **FLEXIBLE SCHEDULES:** This schedule consists of shifts which may vary the starting and quitting times, may be voluntary or assigned and which do not exceed forty (40) scheduled hours in a one hundred sixty-eight (168) hour period. Flexible schedules shall be evaluated on an individual basis when requested by an employee for carpooling or utilization of mass transit. Operational needs may justify restrictions or denials when employee participation adversely affects work or services.

(C) **FOUR (4) DAY WORK WEEK:**

(1) The Agency may schedule employees to work four (4) days of ten (10) hours when deemed to be feasible and economical. Such shifts need not be consecutive nor have the same starting and stopping times. Schedules will be assigned so that forty (40) hours of work is scheduled within each one hundred sixty-eight (168) hour period and so that one (1) period of no less than fifty-two (52) hours is provided between two (2) successive work weeks. The normal workday on an irregular schedule begins at the start of the scheduled shift and two (2) shifts may be scheduled to start within a twenty-four (24) hour period. The work week for an irregular schedule begins at the start of the first (1<sup>st</sup>) scheduled shift and continues for seven (7) consecutive, twenty-four (24) hours periods.

(2) During any calendar week involving a holiday, crews working an irregular schedule shall be placed on an eight (8) hour, five (5) day schedule, unless a request is made as follows:

A written request, made five (5) workdays in advance, and signed by the majority of the employees of the work unit is filed with the supervisor. The employee's work schedule is then comprised of three (3) ten hour (10) days, and the employees shall use either two (2) hours of vacation, compensatory time or leave without pay to add to the eight (8) hours of holiday leave. If the holiday falls on the employee's scheduled day off, the workday nearest to the holiday shall be taken off.

(D) **IRREGULAR SCHEDULES:** Employees shall be scheduled for forty (40) hours of work within the span of one hundred sixteen (116) hours except when the provisions of Section 3 of this Article are implemented.

(E) **MODIFICATION OF SCHEDULE:** When a modification or temporary change of shift is requested by an employee and approved by the Agency, any increased benefits which may be associated with the changed schedule shall be waived by the employee.

Section 2.

- (A) (ODOT/OPRD only.) Employees shall not have their posted work schedule changed more than two (2) hours without seven (7) calendar days advance notice except when work scheduling is controlled by a contractor or other conditions that are beyond the control of the immediate supervisor. Work schedules will be established monthly and posted seven (7) days prior to the effective date of the schedule, and need not be posted again the following month(s) unless there is a change.
- (B) (FORESTRY only.) It is the intent of the Agency to give employees advance notice of work schedule changes. In keeping with this intent, the Agency will attempt to give employees twelve (12) hours prior notice of work schedule changes.

Section 3. The employer shall schedule work in such a manner that split time off is used only when:

- (A) It is necessary to use such scheduling to change shifts on an operation which currently functions on a twenty-four (24) hour a day, seven (7) day a week basis, or
- (B) Irregular scheduling is necessary to fulfill the Agency's responsibility for field inspection activities.

Section 4. All lunch periods shall be taken as near as possible to the middle of the shift, unless this is disruptive to the orderly operation of the work unit. Employees who are instructed not to leave their work stations and are required to continue working shall have such time counted as hours worked.

Section 5. Employees shall normally receive fifty-two (52) consecutive hours off between each work week except when the employee works overtime on a scheduled day off or when the provisions of Section 3 of this Article are implemented.

Section 6. Employees normally performing similar work at the same location may mutually agree to exchange days, shifts, or hours of work with the approval of their supervisor provided such change does not result in the payment of overtime or a disruption of the normal routine of duties. Such request shall not be considered as schedule changes.

Section 7. When an employee needs to use sick leave and has not given his/her supervisor prior notice, the employee will call his/her supervisor prior to the beginning of his/her scheduled shift, except for circumstances beyond the control of the employee, such as a traffic accident. Unauthorized absence from work shall be on leave without pay.

Section 8. In the event of an emergency situation, such as, but not limited to, an unanticipated storm; a declared emergency by duly elected officials of local, state or federal governments; flood; fire or other situations where the resources of the Agency are called upon with little or no notice, the working hours of all employees may be altered as required by the Agency to fulfill the Agency's responsibilities to the public.

Section 9. Employees shall be at their assigned work location at the beginning of their assigned shift and shall be available at such location through the end of the assigned shift, including scheduled or unscheduled overtime, except when on leave or break. Employees shall provide efficient, effective and courteous service to the public during their performance of duties as assigned by the Agency.

#### ARTICLE 57 - ON-CALL DUTY

Section 1. 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.

Section 2. An employee shall be on on-call duty when specifically required by the Agency to be available for work outside his/her normal working hours and not subject to restrictions which would prevent the employee from using their own time while on on-call duty effectively for the employee's own purposes.

Section 3. When a work site or duty station is also an employee's private residence during off-duty hours, time spent at home shall be considered on-call duty only when the following conditions exist:

- (A) The Agency requires that an employee be restricted to a work site or duty station for a specific period of time; and
- (B) The employee is required and must be prepared to commence full-time work if the need arises.

Section 4. An employee shall not be on on-call duty once he/she actually commences performing assigned duties and receives the appropriate rate of pay for time worked.

Section 5. No employee is eligible for any premium pay compensation while on on-call duty except as expressly stated in this Article.

Section 6. 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 7. The employer shall give employees as much advance notice as possible of on-call duty. If an employee requested to do on-call duty has a personal conflict, the employer shall try to find another qualified employee for the duty. If no employee agrees voluntarily to assume the on-call duty, the assignment shall be made to the qualified employees and shall be rotated starting with the employee with the least seniority in the Agency.

#### ARTICLE 58 - PARKING (ODOT ONLY)

The parties agree that before any changes in parking rates for State employees represented by the Association at any State-owned and operated parking facility are made, the Employer shall provide an opportunity for the Association to participate in the determination of such rates. The

Association will be afforded the opportunity to offer suggestions, make recommendations and introduce any data deemed appropriate.

#### ARTICLE 59 - TRAVEL EXPENSES/MILEAGE/MOVING ALLOWANCE

Effective on the signing of this Agreement, travel, mileage and moving reimbursement shall be established in the General Travel Rules adopted by the Oregon Department of Administrative Services State Controller's Division Accounting Policy Manual with the following exceptions:

(A) ALLOWANCE FOR MOVING EXPENSES DUE TO RELOCATION.

Employees relocated to a new official work station at the request of or for the benefit of the Agency may be reimbursed for normal, reasonable moving expenses and related expenses, provided the employee is relocated to a new official work station 35 or more miles from the previous official work station. The provision to relocate 35 or more miles from the previous work station does not apply if the employee is required to move into State-owned housing. All moving expense reimbursements must be supported by receipts and will be paid directly to the employee through the payroll system. Employees who do not have the means to pay moving expenses up front shall receive a moving expense advance from the Agency which must be accounted for in a manner similar to a travel advance.

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

If an employee is absent from his/her official station and traveling to the fire or other emergency site, the employee will receive a meal allowance of \$11.75 for the first full four (4) hours of travel time following departure from the official station, plus an additional \$5.25 allowance for each additional four (4) hours of travel time. Travel time will begin when the employee departs from his/her official station and will end when the employee reports to the fire or other emergency site. In addition, the employee will receive a \$5.25 allowance for full four (4) hours of travel time when returning from the fire or other emergency site to his/her official station.

(C) Personal Telephone Calls. The parties agree that this Section of the Agreement will supercede the section of the DAS Travel Policy on Personal Telephone Calls.

On the first day of overnight travel, staff will be reimbursed for one (1) personal telephone call. During extended overnight travel, staff will be reimbursed for one (1) personal telephone call for every two (2) day of travel. Telephone calls will be kept to a minimum not to exceed ten (10) minutes. Receipts will be required.

(D) Per Diem: Managers may assign employees to be on seven-day per diem if it can be demonstrated that there are no additional costs to the Agency. Such employees shall be allowed to maintain seven-day per diem whether or not the employees return to their residence on regularly scheduled days off. The employees shall not charge the

Agency for any overtime or mileage reimbursement for returning to their residence on days off.

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

In accordance with SB 750, the Association will be given notice of any changes in policy which involve a mandatory subject of bargaining.

#### ARTICLE 60 - RESCINDED TRANSFERS AND MULTIPLE MOVES

Section 1. Rescinded Transfer. An employee given a written notice of transfer that is later rescinded shall be compensated by the Agency for all expenses incurred which are reimbursable under Article 59 – Travel Expenses/Mileage/Moving Allowance. The employee shall furnish the Agency with normally required receipts of expenses claimed as noted in Letter of Agreement #5.

Section 2. Multiple-Moves. When an employee has been assigned to a permanent headquarters for less than two (2) years and is transferred at the request of the State to a new headquarters, which is out of his/her geographic area, the Employer shall issue a lump sum premium payment equal to sixty (60) days of per diem. Such payment shall be made within ten (10) work days of his/her reporting to the new headquarters. This lump sum premium is in addition to all other moving allowances or benefits he/she would be eligible to receive.

#### ARTICLE 61 - OVERTIME

Section 1. All employees of the Agency shall be subject to overtime work when the efficiency or effectiveness of the Agency's operations require that such work be performed. No employee shall refuse to work overtime unless such overtime can be shown to be an unusual burden on the employee. When such circumstances do exist, the employee shall not be required to work unless his/her absence would cause the Agency to be unable to meet its responsibilities.

Section 2. The Agency shall give as much notice as possible of overtime to be worked. (Assignment of overtime work, which is essentially a condition of extending the employee's workday or involves working on a scheduled day off, shall not be considered a change of shift.)

Section 3. Except for FLSA-exempt employees, all time for which an employee is compensated at the regular straight time rate of pay including vacation leave, holidays, sick leave, compensatory time off and other paid leave shall be counted as time worked. For purposes of calculating overtime pay for FLSA-exempt employees, hours worked shall be defined as time actually worked during a work week.

Section 4. The work week shall be the same as a calendar week starting at 12:01 a.m. on Monday and ending the following Sunday at 12:00 a.m.

Section 5. The workday shall be a twenty-four (24)-hour period starting at the start of the employee's assigned shift and shall remain fixed at that period for the whole of the work week except for flexible schedules.

Section 6.

(A) FLSA Non-Exempt Employees. Overtime for employees working a regular work week is time worked in excess of eight (8) hours per day, or forty (40) hours per week within the employee's basic work week. Overtime for employees working an irregular work schedule is time worked in excess of the scheduled hours per day approved by the Department or forty (40) hours per week within the employee's basic work week. Time worked beyond regular schedules by employees scheduled for less than eight (8) hours per day or forty (40) hours per week is additional straight time worked rather than overtime until work exceeds eight (8) hours per day or forty (40) hours per week within the employee's basic work week. 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. Except for shift changes, flexible schedules, and irregular work schedules, employees eligible for overtime compensation who are required to work in excess of eight (8) consecutive hours on a regular schedule or ten (10) hours on an irregular schedule shall be compensated at the appropriate rate for hours worked in excess of eight (8) or ten (10) hours per day respectively. In the event of a shift change involving two (2) shifts starting within a twenty-four (24) hour period, the employee shall be given an opportunity to take an off-duty period between shifts of no less than ten (10) hours. Any hours worked in the ten (10) hour period will be paid as overtime.

(B) FLSA-Exempt Employees. Overtime for full- and part-time FLSA-exempt employees is time actually worked in excess of forty (40) hours in a work week.

Section 7. All employees in positions that are overtime eligible represented by the Association shall be compensated for overtime worked at the rate of time and one-half (1-1/2) their regular straight time rate.

Any disputes over overtime may be filed with the appropriate jurisdiction and are not grievable through the Collective Bargaining Agreement.

Section 8. Payment of Overtime.

(A) Payment for overtime shall be no later than one (1) month following the pay period in which overtime is worked except as provided in subsection (D) below.

(B) (OPRD only.) All employees shall receive cash for overtime worked. If the employee wishes to receive compensatory time off in lieu of cash, he/she shall submit a written statement authorizing a change.

(C) (Forestry only.) All employees shall receive cash for overtime worked. If the employee wishes to receive compensatory time off in lieu of cash, he/she shall have the option of accumulating a maximum of eighty (80) hours of compensatory time for overtime hours worked in each fiscal year. A fiscal year is identified as the period of



July 1 through June 30. Employees must indicate their preference to accumulate this compensatory time at the beginning of each calendar year.

(D) Compensatory time not taken by the close of business on April 30, including that earned in April, will be paid in cash as if it had been earned during April. Compensatory time off may be scheduled by the Agency. Such payments shall be made on the June 1 payroll.

(E) Employees traveling for the purposes of participating in transfer or promotional interviews are ineligible for overtime pay.

Section 9. Employees may not schedule overtime without the approval of their immediate supervisor.

Section 10. Overtime shall be distributed as equally as feasible among qualified employees customarily performing the kind of work required, and assigned to the work unit in which the overtime is to be worked. Employees who refuse the offer to work overtime under this Article, shall have the hours offered, but not worked, counted for the sole purpose of equalizing total overtime distribution.

#### ARTICLE 62 - REPORTING TIME OR SHOW-UP TIME

Section 1. Except for Article 50 - Inclement Conditions, an employee who reports to his/her regular shift shall receive a minimum of eight (8) hours pay and shall be available for eight (8) hours work during the current workday.

Section 2. When an employee performs work, or is scheduled to work on a day that would entitle that employee to overtime pay, the minimum recorded hours shall be two (2). The minimum shall not apply to overtime which is an extension of a rear shift.

#### ARTICLE 63 - SHIFT DIFFERENTIAL

Section 1. Shift differential shall apply to all employees except temporary and those part-time employees working less than thirty-two (32) hours per month. In order to qualify for shift differential, an employee must be in a job classification which is allocated to salary range 26 or below and be eligible for overtime.

Section 2. Shift differential shall be paid to all employees at the rate of fifty cents (\$.50) per hour for each full hour worked between 9:00 p.m. and 6:00 a.m.

Shift differential shall not be included in the computation of any leave with pay.

#### ARTICLE 64 - PROTECTIVE CLOTHING AND UNIFORMS (FORESTRY ONLY)

Section 1. If an employee is required to wear protective clothing or any type of protective device, unless normally provided by employees according to industrial practices, protective clothing or devices shall be provided by the Employer. Articles now provided shall continue to be provided by the Employer unless the need is eliminated by changing the nature of the work

assignment. Coveralls or other appropriate clothing shall be made available to employees who are required to perform building or equipment maintenance or repair work, where such work will soil clothing beyond normal home-laundry capabilities.

Section 2. If an employee is required to wear a uniform and/or boots, the employee shall be eligible for reimbursement of up to three hundred dollars (\$300.00) per biennial budget period, for the approved uniforms and boots. The Agency will designate those employees required to wear uniforms and/or boots. The Agency will determine the color, type and quality of the uniform and the type, style and composition of the boots.

Section 3. Communication System Analysts will provide the tools of the trade (hand tools) which are required by the position description for efficient performance of the work. The employee will be reimbursed for up to one hundred fifty dollars (\$150.00) each fiscal year beginning July 1, 2001 or prorated from the date the Agreement is signed, whichever is later, for receipted costs of purchase, upkeep and maintenance of his/her tools. Specialty tools, power tools, and equipment which fall outside the normal "tools of the trade" shall be provided by the Agency. The Agency will not be responsible to pay for broken or worn tools if such tools are covered under a guarantee or warranty and are repaired or replaced free of charge by the manufacturer or supplier. Employees must receive prior authorization from Agency management for each reimbursable tool purchase.

#### ARTICLE 65 - WAGE AND BENEFIT OVERPAYMENTS

Section 1. 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 and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:

- (A) The employee and Agency shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.
- (B) 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 (C) below.
- (C) If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary. If an overpayment is less than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves Agency service before the Agency fully recovers the overpayment, the remaining amount may be deducted from the employee's final check(s).

Section 2. 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.

Section 3. 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.

-END-

**LETTER OF AGREEMENT #1  
TRAFFIC SYSTEMS TECHNICIAN DIFFERENTIAL**

This Agreement is between the State of Oregon, acting through its Department of Administrative Services, on behalf of the Department of Transportation and the Association of Engineering Employees.

The parties agree to the following:

Section 1.

Employees occupying positions classified as Traffic Systems Technician 1-3 in Region 1 of the Department of Transportation performing assigned duties that require an electrician's license will be eligible to receive a ten percent (10%) pay differential for such assignment of work above the employee's base salary rate.

Section 2.

This differential shall not apply to voluntary training and development purposes.

Section 3.

This differential shall not be computed at the rate of time and one-half (1-1/2) for the time worked in a one-time or holiday work situation, or to effect a 'pyramiding of work out of class payments.' However, this differential shall be included in calculation of the overtime rate of pay. No employee assigned to duties requiring an electrician's license will be eligible for work out of classification payment when assigned duties require an electrician's license.

Section 4.

This Agreement becomes effective on the date of the 2005-2007 successor agreement and will automatically expire June 30, 2007, unless the parties augment this agreement.

## **LETTER OF AGREEMENT #2 ALLOCATIONS APPEAL PROCESS**

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Department of Transportation, Forestry and Parks and Recreation (Agency) and the Association of Engineering Employees (Association).

The purpose of this Agreement is to establish an appeal process whereby employees who dispute their placement within the new classification can appeal their placement.

The parties agree to the following process:

### Section 1. Initial Appeal Step.

- (A) An appeal may be filed by an individual employee or Association representative on behalf of the employee, to the Agency Human Resources Office within thirty (30) calendar days of written notification of the final reallocation by the Agency 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 shall describe the individual or group, including the names of affected employees, identify the proposed placement, and the placement believed to be correct by the affected employees.
- (B) The appeal must include current, signed position descriptions. Because the old classifications are to be abolished, correct placement cannot be back to the prior classification.
- (C) The Agency shall conduct a review of the allocation using the following criteria:
  - (1) The purpose of the position shall be determined by the statement of purpose and assigned duties of the position description and other relevant evidence of duties assigned by the Agency;
  - (2) The concept of the proposed classification shall be determined by the general description and distinguishing features of its class specifications; and,
  - (3) The overall duties, authority and responsibilities of the position shall be determined by the position description and other relevant evidence of duties assigned by the Agency. This decision shall be made within thirty (30) calendar days of receipt of the appeal and provided to the affected employees in writing and with a summary of the classification analysis.

### Section 2. Appeal Committee Review.

- (A) If denied, the Association may appeal the Agency's decision in writing to the Labor Relations Unit within fifteen (15) calendar days of receipt of the written denial. Appeals will be considered by the Employer designee or alternate and the Association

designee or alternate who shall form the committee charged with the responsibility to consider appeals and make decisions which maintain the integrity of the classification system by correctly applying the classification specifications. Additionally, the committee may use two resource persons, one designated by each party, to provide technical expertise concerning a specific series.

(B) The committee will attempt to resolve the matter by jointly determining whether the current or proposed classification more accurately depicts the overall assigned duties, authorities and responsibilities of the position using the criteria specified above. In this process each of the designees may identify one (1) alternate class that he/she determines most accurately depicts the purpose of the position and overall assigned duties. If an alternate class is identified, both the Association and Labor Relations Unit shall be notified.

(C) If the parties concur that shall end the allocation appeal. In the event the committee concludes that the proposed class or alternate class is more appropriate, the Agency retains the right to modify the work assignment on a timely basis to make it consistent with the Agency's allocation. Appeals shall be decided in order of receipt by the Labor Relations Unit. Decisions shall be rendered by the designees not later than sixty (60) calendar days of receipt of the appeal by the committee. The decision of the committee shall be binding on the parties. However, the Agency may elect to remove/modify duties at any point during the appeal process.

### Section 3. Arbitration.

(A) If the appeals committee cannot make a decision, the Association may request final and binding arbitration by a written notice to the Labor Relations Unit within the next fifteen (15) calendar days from receipt of written notice that the committee did not reach an agreement on the appeal. Each party may go forward with one (1) class. Each party may choose to take to arbitration either the current class, class appealed to, or an alternate class identified by a committee member. The arbitrator shall allow the decision of the Agency to stand unless he/she concludes that the proposed classification more accurately depicts the overall assigned duties, authority and responsibilities of the position. This Agreement shall supersede Article 36 (Grievance/Arbitration) regarding the authority of the arbitrator. However, Article 36 shall control regarding the selection of the arbitrator and the timeframes when the arbitrator shall issue an award.

(B) Where a position is vacated after the filing of the initial appeal, the Association may continue the appeal process and such appeals will be reviewed by the committee only after the review of all filled position appeals is completed and where the Agency indicates that no change in duties is anticipated before refilling the position.

(C) This process terminates upon completion of the allocation process.

Section 4. Relationship to Other Articles on Classification Issues. This Agreement supersedes all other articles that address the subject of reclassification of positions.

Section 5. Term of Agreement. This Agreement becomes effective on the effective date of the 2005-2007 Successor Agreement and expires on June 30, 2007.

## **LETTER OF AGREEMENT #3 BOOT ALLOWANCE**

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer), on behalf of the Department of Transportation and Oregon Parks and Recreation Department (Agency), and the Association of Engineering Employees (Association).

The purpose of this Agreement is to clarify the language in Article 26A at Section 2, sentence 1, to authorize the Agency to pay a boot allowance to eligible bargaining unit employees under the following conditions and limitations:

Section 1. Effective Date. This Agreement becomes effective on July 1, 2005 and terminates June 30, 2007.

Section 2. Types and Frequency of Reimbursement. The parties agree that eligible bargaining unit employees will receive an allowance without receipts for each fiscal year except for the conditions outlined in Section 3 of this Agreement.

Section 3. Application of the Allowance.

(A) Full-Time Regular Status Employees.

Each fiscal year, all eligible employees of record on July 1 shall be paid an allowance in the July 15<sup>th</sup> supplemental payroll, provided the employee is assigned and performs work that requires ANSI approved boots as determined by the Agency's Job Hazard Analysis Questionnaire. If an employee is assigned duties that do not require wearing ANSI approved boots, or is on leave without pay for six (6) calendar months or more, the employee will receive a prorated amount of the annual allowance. If an employee is on leave without pay or not required to wear ANSI approved boots for the entire fiscal year, the employee will not be eligible for the annual allowance.

(B) New Hire Full Time Employees.

If an employee is hired during the preceding fiscal year, the employee shall receive on the next July 15<sup>th</sup> a proration of the annual allowance.

Section 4. Payments By Other Organizations. An allowance shall not be paid if an employee receives a payment from another agency or organization for ANSI approved foot protection during the fiscal year preceding the July 15<sup>th</sup> payment. Employees who receive such payments must notify their supervisor.

Section 5. Allowance Rate. The annual allowance shall be seventy-five dollars (\$75.00).

Section 6. Seasonal Employees. Seasonal employees shall be paid the boot allowance provided the employee is assigned and performs work that requires ANSI approved boots as determined by the Agency's Job Hazard Analysis Questionnaire. After becoming eligible for the allowance,



the employee must: (a) work six (6) months or more in a season, or, (b) work a season of less than six (6) months plus work the following season. An employee who works two (2) seasons in the same fiscal year will be eligible for one (1) allowance.

**LETTER OF AGREEMENT #4**  
**SICK LEAVE NOT COUNTED TOWARD OVERTIME**

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the Association of Engineering Employees (Association).

The parties agree to the following:

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.

**LETTER OF AGREEMENT #5  
REIMBURSABLE MOVING EXPENSES**

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Departments of Forestry, Transportation and Parks and Recreation (Agency) and the Association of Engineering Employees (Association).

The purpose of this Agreement is to codify the agreement reached on the list of items that will be reimbursable when an eligible bargaining unit employee moves under the conditions outlined in the Agreement.

The parties agree to the following:

The Agency will reimburse the employee for those items listed below provided the employee is eligible to receive that reimbursement.

**RENTALS**

U-haul trailer or truck hitch and mirrors  
Appliance dolly  
Equipment to complete utility hookups  
Gas for moving household items  
Moving company cost for moving heavy or bulky items

**SERVICE CHARGES AND MATERIALS**

Telephone  
Electrical  
Gas  
Propane  
Water  
Sanitary Service  
Dryer hookup

**NON-REFUNDABLE FEES OR PERMITS**

Mobile home moving and installation  
Cleaning  
Gas  
Water  
Sanitary Service  
Building Permits  
School (if transferred during school year)

**HOUSEHOLD**

Shelf paper  
Cleaning supplies  
Rug shampooer (rental)

**CHILD CARE**

Baby sitting

**LOCATION ASSISTANCE  
FOR DWELLING**

Phone calls  
Newspapers  
Advertisements

**TEMPORARY COST**

Lodging when household goods are in transit  
Laundry (before washer and dryer are hooked up)

HOUSE SALE/PURCHASE

Loan Charges/fees

- X Document Preparation
- X Loan Origination Fee
- X Appraisal Fee
- X Credit Report
- X Inspection Fee

Title Insurance

Escrow Fee

Re-conveyance Fee

Recording Fee

LIMITED DECORATING ITEMS

Paint (limited to 3 gallons)

Curtains and Rods

Drapes and Rods

## **LETTER OF AGREEMENT #6 ASSOCIATION USE OF E-MAIL**

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Department of Transportation, Department of Parks, and Department of Forestry (Agency) and the Association of Engineering Employees (Association).

The purpose of this Agreement is to codify the Association's ability to access the Agency's e-mail system.

(a) E-Mail Messaging System. Association representatives and AEE-represented employees may use an Agency's e-mail messaging system to communicate about Association 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, 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 Association 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 Association staff, Association officers and Key Members) regarding any communications or effect any communications that are a direct result of the use of e-mail under this Agreement.

9. Such e-mail communications shall only be between AEE-represented employees and/or managers, within their respective Agency, and the Association. However, for purposes of negotiations, bargaining team members may communicate across agencies. Additionally, DAS recognized joint multi-agency labor/management committee members and the Association Board of Directors may communicate across agencies. The Association 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-paid time.
11. E-mail communications may include links to the Association website, which may be accessed on non-paid 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 Association's staff has violated this Letter of Agreement, the Employer will notify the Association'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 Letter of Agreement. If, despite these actions, the violation continues, the Employer will notify the Association, in writing, within thirty (30) calendar days that the alleged misuse may be arbitrated.

**LETTER OF AGREEMENT #7**  
**FORESTRY EMPLOYEE RELOCATION POLICY**

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Department of Forestry (Agency) and the Association of Engineering Employees (Association).

The purpose of this Agreement is to establish an Employee Relocation Policy pilot project for Agency bargaining unit employees.

The parties agree to the following:

1. HRSD Employee Relocation Policy (40.055.10) shall continue to apply to bargaining unit employees except for the following changes:

(a) Relocation Notice. Section 1(c) of the policy is changed to read:

Employees shall be provided up to sixty (60) days of temporary living allowance between the period of when they are given notice of relocation and until the employee has moved his/her household belongings. This may be extended an additional thirty (30) days upon approval of the Agency but will not extend beyond a total of ninety (90) days. During this period the Agency shall reimburse the employee at the appropriate instate travel rate. If the employee's family members as well as the employee move to the temporary living quarters, the Agency will reimburse the employee at one and one-half (1 ½) times the appropriate instate travel rate.

(b) Househunting. Section 1(d)(C) of the policy shall read:

Private vehicle mileage is reimbursable for up to four (4) round trips for the employee, if actually traveled, at the State reimbursement rate for private vehicle mileage. Private vehicle mileage for househunting travel at the destination will be reimbursed up to a maximum of two hundred (200) miles.

(c) Personal Belongings. Section 1(e)(B) of the policy shall read:

The Agency will pay for packing, crating, and unpacking not to exceed a total of \$1000 per move. The Agency director, when necessary, may approve reimbursements that exceed the limit on a case-by-case basis.

(d) Miscellaneous Expenses. Section 1(f) of the policy is changed to read:

Employees may be eligible for reimbursement of miscellaneous relocation expenses up to \$5,000. The Agency Appointing Authority will approve reimbursements based on reasonable need on a case-by-case basis. Employees will submit receipts for all miscellaneous expenses with the expense claim.

(e) Taxes. The Agency shall "gross up" expenses that the IRS considers taxable income so as to offset the taxes an employee owes.

(f) Time Frame to Move. Change Section 2(b)(A) of the policy to read:

The employee may submit a written request to extend the period up to an additional eighteen (18) months.

(g) Househunting Expenses. Change Section 2(C) to read:

For purposes of this policy, househunting expenses are expenses incurred when the employee travels to the new location in order to seek a new residence. Temporary living expenses are living expenses incurred when the employee begins work at the new work station and is residing in temporary living quarters.

2. This Agreement shall only apply to bargaining unit employees in the Department of Forestry.

3. This Agreement starts on the same date as the effective date of the successor Master Agreement and automatically expires June 30, 2007 unless both parties agree to extend this Agreement beyond June 30, 2007.

4. This Agreement shall not constitute any part of the status quo for bargaining purposes should successor negotiations not reach agreement by June 30, 2007.

This Agreement does not establish any precedent or create any duty to bargain extension of this Agreement to cover other bargaining unit employees in other agencies.



**LETTER OF AGREEMENT #8**  
**EMPLOYER PAYMENT FOR LEGAL DEFENSE**

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the Association of Engineering Employees (Association).

The purpose of this Agreement is to provide coverage to bargaining unit employees under the terms and conditions stated in Department of Administrative Services Policy 1-202 (Criminal Tort-Equivalent).

The parties agree to the following:

1. The Employer's payment or reimbursement for actual, necessary and reasonable costs incurred by a bargaining unit employee for legal defense of a filed criminal complaint shall be pursuant to the Department of Administrative Policy 1-202 (Criminal Tort-Equivalent).
2. Providing coverage under the policy for a bargaining unit employee shall not be considered an admission or sanction of the activity that resulted in the criminal complaint being filed. Moreover, providing this coverage will not limit the Agency's authority to take disciplinary action up to and including dismissal.
3. This Agreement shall continue in effect and automatically expire June 30, 2007.

FOR THE EMPLOYER: Craig Cowan DATE: 12/10/01

FOR THE ASSOCIATION: Jess Dressler DATE 12/10/01

**LETTER OF AGREEMENT #9**  
**STEP FREEZE**

This Letter of Agreement is entered into by the State of Oregon, acting through its Department of Administrative Services (Employer), and the Association of Engineering Employees (Association).

This agreement supercedes all provisions in the collective bargaining agreement pertaining to step advancement upon the affected employees' salary eligibility dates (SED).

Employees having steps remaining in their classification for purposes of step advancement shall not receive these step increases during the period covered by this Agreement.

This agreement does not affect the initial increase upon promotion and reclassification upward but does affect any subsequent step advancement in the classification.

The SED step advancement freeze shall begin either: a) on the date of a complete tentative agreement on all outstanding bargaining issues for a successor agreement, or, b) on the implementation date of the Employee's Final Offer, whichever occurs first. The SED step advancement freeze shall be effective for up to twenty-four (24) calendar months starting from one (1) of the above effective dates cited in this paragraph.

This Agreement sunsets on December 18, 2005.

**LETTER OF AGREEMENT #10**  
**LUMP SUM PAYMENT**

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the Association of Engineering Employees (Association).

This Agreement shall apply to selected bargaining unit employees under the conditions outlined below. This Agreement shall not apply to employees who receive a step increase during the term of the State of Oregon/AEE Agreement.

The purpose of this Agreement is to recognize employee increased workload as a consequence of an increased number of retirements and employee departures and to recognize employee continued dedication to public service and to the citizens of the State of Oregon during the 2003-05 biennium.

Seasonal employees who are reemployed in calendar year 2003 and return the following season(s) shall receive a lump-sum payment with their first paycheck on or after January 15, 2005. The amount of the payment shall be a pro rata share of three hundred fifty dollars (\$350) based on a percentage of the hours worked of the full-time equivalent of 2,080 regular hours worked in calendar year 2004.

This Agreement shall not serve as a precedent in current or future negotiations between the parties and shall expire December 31, 2005.

**LETTER OF AGREEMENT #11**  
**PART-TIME EMPLOYEE INSURANCE PREMIUMS**

The parties agree to the following:

The Employer will continue to pay the current part-time subsidy for eligible part-time employees who participate in the part-time plan through December 31, 2007. For Plan Year 2005 the subsidy will be continued at the amount currently in effect. For 2006 and 2007, 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 2005. If an employee changes from one tier to another or changes plans pursuant to PEBB rules, his or her out-of-pocket premium costs will be adjusted to reflect the Plan Year 2005 out-of-pocket premium costs for his or her new tier.

**LETTER OF AGREEMENT #12  
ADDITIONAL STEP INCREASE**

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the Association of Engineering Employees (Association).

The Agreement shall apply as follows:

1. Eligible employees under this LOA are employees who are on step one (1) through six (6) of the pay range for their classification and a) have been continuously employed since January 1, 2004, or b) are seasonal employees employed in calendar year 2003 and recalled pursuant to the agreement for subsequent seasons. Employees shall receive steps on the Salary Eligibility Date (SED) pursuant to Article 52 and one additional step as follows:

a. An employee with a SED between 7/1/06 through 1/31/07 shall receive an additional one-step increase effective 2/1/07.

b. An employee with a SED between 2/1/07 and 6/30/07 shall receive an additional step increase effective on the SED.

2. All other employees will receive step increases pursuant to the applicable provisions of the collective bargaining agreement including Article 52.

This Agreement shall automatically sunset June 30, 2007.



## The Association of Engineering Employees of Oregon

### **APPLICATION FOR SUPPORT OF GRIEVANCE**

1. AEE represented employees wishing to file grievances shall follow the steps outlined in Article 36, Grievance and Arbitration. The individual may take steps 1, 2 and 3 on their own, but it is recommended that Association support be provided to help employees with this process. The employee formally requests AEE's support through this application.
2. The AEE Grievance Committee acts when grievances may be carried past Step 3 to arbitration. The employee may not take a grievance to arbitration on their own. The Grievance Committee's duty to review a grievance shall commence upon a request by the grievant after a denial of a Step 3 grievance has been issued by the Department of Administrative Services Labor Relations Unit.
3. At the Grievance Committee meeting, the grievant may represent him/herself or appoint another member to represent his/her position to the Committee when the grievant requests arbitration.
4. The Committee will generally pursue cases related to clearly prescribed contractual rights, if those rights serve the betterment of the goals and objectives of the membership. Further, they may exercise discretion when pursuing issues that are not clearly spelled out, or are ambiguous.
5. After the review and evaluation by the Grievance Committee, the Committee shall recommend a course of action. If the Committee agrees to carry the grievance to arbitration, AEE's legal counsel will be retained to begin the process. If the Committee denies the request to go to arbitration, this decision is normally final and no further action will be taken to advance the grievance unless the decision is appealed.
6. The recommendation of the Committee shall be final unless, within three days notice of the Committee's decision, either the employee appeals the decision to the full AEE Board of Directors, or the Committee refers the decision to the Board of Directors. The Board shall resolve the matter in a timely fashion. A majority vote shall be required to make a decision when the matter is referred to the Board.

I hereby request assistance with my grievance:

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PRINTED NAME	Address	City/Zip
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SIGNATURE

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Home Phone	Work Phone	Home E-mail	Date
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P.O. Box 582; Salem, Oregon 97308-0582  
Phone (503) 585-6340; Fax (503) 585-8547; email [office@aeeo.org](mailto:office@aeeo.org); [www.aeeo.org](http://www.aeeo.org)



# Official Grievance Form

Page 1 of 1

**Name:**

**Classification:**

**Agency:**

**Work Location:**

**Crew Number:**

**Name of Immediate Supervisor:**

**Statement of Grievance: (Please answer the following questions)**

**What happened? (Describe the event that gave rise to the grievance.):**

**When did the event occur? (Give dates and time):**

**Where did it occur? (Give specific location(s)):**

**Who was involved? (Give names and titles):**

**What article(s) in the Agreement were violated?:**

**Why do you believe there is a violation of the agreement?:**

**What is the adjustment requested?:**

**AEE Representative:**

**Phone(w):**

---

**Signature**

**Date**

**AEE Representative's home address:**

**Employee:**

**Date Filed:**

---

**Signature**

**Date**

**Employee's Address:**

**Employee Phone (w):**

**(h):**

**Date Receipt by Agency Management:** \_\_\_\_\_

**LETTER OF INTENT -  
IMPLEMENTATION PROCEDURE FOR THE ELIMINATION OF THE P.E.  
DIFFERENTIAL**

1. The parties agree that the P.E. Differential shall terminate July 31, 2005.
2. On August 1, 2005 employees currently receiving the differential pay will have the differential added to their base pay.
3. (a) If, as a result of adding the differential to base pay, the employee's pay rate is off step, the employee's pay rate will be moved to the next higher step within the salary range provided that such increase is at least two and one half percent (2 ½%). If the advancement is less than two and one half percent (2 ½%), the employee will be placed into the next higher step in the range.  
  
(b) Thereafter, the employee will be eligible for future step increases consistent with the agreement and Letter of Agreement on Step Freezes.
4. If as a result of adding the five percent (5%) differential to base pay, the employee's pay is above the top step of the range for the class, the employee's pay will be red circled consistent with Article 34 of the Agreement.
5. This note will automatically expire December 1, 2005.