

# COLLECTIVE BARGAINING AGREEMENT



*between*

# DAS

DEPARTMENT OF  
ADMINISTRATIVE  
SERVICES

*on behalf of  
Physicians at  
Department of Human Services  
and*

# AFSCME

AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES

2011  
-  
2013

# PHYSICIANS

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## PREAMBLE

This Agreement is made and entered into by the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Oregon Health Authority and its component units: Blue Mountain Recovery Center, Pendleton Cottage and Oregon State Hospital (campuses) (Agency), and the American Federation of State, County, and Municipal Employees Local 3327, Council 75, hereinafter referred to as the "Union".

## ARTICLE 1 - RECOGNITION

The Employer recognized the Union as the exclusive bargaining agent and representative for all Physicians employed by the State of Oregon, Department of Human Services, whose primary responsibility is clinical care of patients; excluding all contract Physicians, supervisory and confidential employees as defined by ORS 243.650(6) and (14), and all Resident Physicians.

Any dispute concerning the bargaining unit composition shall be received by the Employment Relations Board.

## ARTICLE 2 - EFFECT OF LAW AND RULES

This Agreement is subject to all applicable existing and future laws of the State of Oregon.

## ARTICLE 3 - LEGISLATIVE ACTION

Section 1. Provisions of this Agreement not requiring legislative funding or statutory changes before they can be put into effect shall be implemented on the effective date of this Agreement or the date otherwise specified in this Agreement. Necessary bills for implementation of the other provisions shall be submitted to the Legislative Assembly promptly upon the signing of this Agreement.

Section 2. Upon signing of this Agreement both parties will jointly recommend to the Legislative Assembly the passage of the funding and statutory changes necessary to implement this Agreement.

## ARTICLE 4 - UNION SECURITY

Section 1. Union Activities. Each Institution agrees to inform all new employees hired into positions included in the bargaining unit of the Union's exclusive representation status, and shall provide all present and future employees in the bargaining unit with a copy of the Agreement. Up to thirty (30) minutes shall be granted for a representative of the Union to make a presentation at the orientation of new employees on behalf of the Union for purposes of identifying the Union's representation status, benefits, facilities, related information and distributing and collecting membership applications. This time shall not be used for discussion of any labor/management disputes. If the Union representative is an Agency employee, the employee shall be given time off with pay for the time required to make the presentation if such time is during the employee's regularly scheduled work hours.

Section 2. Union Representation. The Union will notify each Institution's Human Resources (HR) Manager in writing of its representative of the Local, District Council 75, or International, American Federation of State, County and Municipal Employees, AFL-CIO.

Upon proper introduction and notice, the representative shall have reasonable access to the premises of the Institution during all working hours to conduct Union business. These representatives shall observe the security regulations of the Institution. Such visits are not to interfere with the normal flow of work.

Section 3. Unless otherwise provided in this Agreement, the internal business of the Union shall be conducted by the employees during non-duty time. For the purpose of bargaining a successor agreement, Physicians named to the bargaining team shall be regarded as on paid status for hours spent in direct negotiations.

Section 4. Union Stewards.

- a. The Union shall notify the Institution HR Manager of the selection of stewards and their alternates.
- b. Stewards may receive but not solicit grievances, and may discuss complaints and grievances of employees on the premises and time of the Institution, but only to such extent that it does not neglect, retard, or interfere with the work and duties of the stewards or with the work or duties of employees. Stewards shall be granted reasonable time off during regularly scheduled working hours without loss of pay or other benefits to investigate grievances upon notice to their immediate supervisor. If the permitted activities would interfere with either the steward's or the grievant's duties, the direct supervisor(s) shall, within the next working day, arrange a mutually satisfactory time for the requested activities. No more than one (1) steward shall be involved in the same grievance.
- c. At the Union's request and subject to the operating requirements of the Institution, stewards for the Union shall be granted personal leave, accrued vacation leave, accrued compensatory time or leave of absence without pay to attend the Union's steward training session.

Section 5. Bulletin Boards. Each Institution agrees to furnish and maintain in each medical office a bulletin board in a convenient place to be used exclusively by the Union for the posting of official Union notices only. The Union shall keep the bulletin board neat and orderly. The Union agrees that it will not post material that is profane, obscene, or defamatory of the Agency or Employer or its representative or employees.

AFSCME representatives may use the Agency's e-mail messaging system to communicate about union business provided that all of the following conditions are met:

- a. 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.
- b. The parties understand that any and all communications are not confidential. As such, all communications shall be subject to the Department's Acceptable Use of Electronic Information Systems policy. The Agency reserves the right to trace, review, audit, access, intercept, recover, or monitor use of its e-mail system without notice.

- c. 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.
- d. E-mail usage shall comply with Agency policies applicable to all users such as protection or confidential information and security information.
- e. The Agency will not incur any additional costs for e-mail usage including printing.
- f. Use of the Agency's e-mail system shall be on employee's non-work time.
- g. Representatives and employees cannot use the "Reply All" function.
- h. The Association shall indemnify and save the employer harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the employer for the purpose of complying with this provision.

This provision no longer will apply if the Department changes or discontinues a computer system and thereby loses the ability to maintain the e-mail system. The Union shall provide the Department with a listing of designated Association officials authorized to access this system.

Section 6. Dues Deductions. Each Institution agrees to deduct monthly membership dues from the pay of those individuals who request such deductions in writing. The amount to be deducted shall be certified to each Institution HR Manager by the treasurer of the Union, and the aggregate deductions shall be remitted monthly, together with an itemized statement, to the treasurer of the Union.

Section 7. Lists. Each Institution shall furnish to the Union, monthly, a list of names, classifications and home addresses of new employees in the bargaining unit and a listing of changes of address of bargaining unit employees who have submitted such notice to the Office of Human Resources. Each Institution shall furnish the Union with a monthly listing of employees who have terminated from the bargaining unit during the previous month.

Section 8. Use of Facilities. Upon request and approval of the Institution HR Manager the Union shall be allowed the use of the facilities of the Institution for meetings when such facilities are available and the meeting would not interfere with the business of the Institution.

Section 9. Fair Share.

- a. On the first pay period of each month, the institution shall deduct from the wages of employees in the bargaining unit who are members of the Union, and who have requested such deductions pursuant to ORS 292.055, a sum equal to Union dues. This deduction shall begin on the first payroll period following such authorization and shall continue from month to month for the life of this Agreement.
- b. Employees in the bargaining unit who are not members of the Union shall make payments in lieu of dues to the Union. Payments in lieu of dues shall be equivalent to regular Union dues. Effective the first of the month following the month in which this Agreement is executed and on each pay period thereafter, the institution will deduct from the wages of each bargaining unit employee who is not a Union member the payments in lieu of dues required by this Section. Similar deductions will be made in a similar manner from the wages of new bargaining unit employees who did not become members of the Union within thirty (30) days after the effective date of their employment. The Institution shall remit a payment of all said deductions to the Union by the twentieth (20th) of the month after the deductions are made. Said payments shall be accompanied by a

- listing of the names and Social Security numbers of all employees from whom deductions are made.
- c. Dues and payments in lieu of dues for employees working less than twenty (20) hours per week will be on a prorated basis as outlined by Union policy.
  - d. During the life of this Agreement, the Union will notify the Agency periodically of individuals who have become members of the Union and to whom the Fair Share provisions of this Section will not thereafter apply.
  - e. Any employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization, or the payment of dues to it, shall pay an amount of money equivalent to regular Union dues to a non-religious charity, or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof to the Institution that this has been done. Notwithstanding an employee's claim of exemption under this Section, the Institution shall deduct payments in lieu of dues from the employee's wages pursuant to this Section, until agreement has been reached between the employee and the Union.
  - f. The Union shall provide the Institution's Payroll Office with the Union application/authorization forms. Payroll clerks shall supply said applications to prospective members upon request, and shall process completed applications, forwarding a copy to the Union immediately upon receipt.
  - g. The Union agrees that it will indemnify, defend, and save the Employer and each Institution harmless from all suits, actions, proceedings, and claims against the Employer, the Institutions, or persons acting on behalf of the Employer or the Institutions for damages, compensation, reinstatement, or a combination thereof arriving out of the Institutions' implementation of this Article.

Section 10. At the Union's request and subject to the operating requirements of the Institution, Union officers shall be granted personal leave, accrued vacation leave, accrued compensatory time or leave of absence without pay to attend Union conventions, training programs or official Union meetings.

Section 11. Regular Straight Time Off for Arbitration/ERB Testimony

- a. Subject to prior notification of the physician's immediate supervisor and if properly subpoenaed, the physician will be placed on regular straight time paid time off to testify at an arbitration or Employment Relations Board proceeding during his/her regularly scheduled work hours. The physician shall not be eligible for travel expenses or any on call payments as a result of this section.
- b. A physician who is a grievant in a case at arbitration will be placed on regular straight time paid time off to testify at the arbitration during his/her regularly scheduled work hours. If a physician serves as a steward of record for the physician's grievance, then that physician will also be placed on regular straight time paid time off to attend the arbitration hearing provided such time is during the physician's regular scheduled work hours. Neither the physician nor the steward of record shall be eligible for travel expense or any on call payments as a result of this section.

## Section 12. AFSCME President Leave

- a. Long Term. Upon written request from the Executive Director of AFSCME Council 75 to DAS Labor Relations Unit, one (1) President/designee from an AFSCME Council 75 Central Table participating Agency shall be given release time from his/her position for a period of time up to one (1) year for the performance of Union duties related to the collective bargaining relationship. However, if the Union President/designee or Executive Director requests release time for less than his/her full regular schedule, such release time shall be subject to the Employer's approval based on the operating needs of the employee's work unit. AFSCME shall, within thirty (30) days of payment to the employee, reimburse the State for payment of appropriate salary, benefits, paid leave time, pension, and all other employer-related costs. Where this reimbursement is expressly prohibited by law or funding source, the employee shall be granted a leave of absence but the Employer will not be responsible for continuing to pay the employee's salary and benefits. AFSCME shall indemnify and hold the State harmless against any and all claims, damages, suits, or other forms of liability which may arise out of any action taken or not taken by the State for the purpose of complying with this provision.
- b. Short Term. Upon written request from the Executive Director of AFSCME Council 75 to DAS Labor Relations Unit and the Agency's Human Resource Manager, up to four (4) Presidents/designees from AFSCME Council 75 Central Table participating Agencies shall be given release time from his/her position for a period of time up to three (3) months for the performance of Union duties related to the collective bargaining relationship. Only one (1) employee from a bargaining unit and a total of four (4) employees from all Central Table Participating bargaining units may be on such leave at any one period in time. Such requests will be granted unless the affected Agency can demonstrate that the employee's absence would adversely impact the operating needs of the employee's work unit. If granted, such time may also be taken on an intermittent basis. AFSCME shall, within thirty (30) days of payment to the employee, reimburse the State for payment of appropriate salary, benefits, paid leave time, pension, and all other employer-related costs. Where this reimbursement is expressly prohibited by law or funding source, the employee shall be granted a leave of absence but the Employer will not be responsible for continuing to pay the employee's salary and benefits.

## Section 13. Names of Retirees.

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

## Section 14. Reports

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

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

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

#### ARTICLE 5 - MAINTENANCE OF STANDARDS

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

#### ARTICLE 6 - STRIKES AND LOCKOUTS

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

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

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

#### ARTICLE 7 - SAVINGS CLAUSE

Should any article, section or portion of the Agreement be held unlawful and/or unenforceable by a court or board of competent jurisdiction, such invalidation shall apply only to the specific article, section or portion directly specified. Upon the receipt of such a decision, the parties shall, upon demand, begin negotiations to replace this Agreement's invalidated article, section or portion.

#### ARTICLE 8 - MANAGEMENT'S RIGHTS

Except as may be specifically modified by the terms of this Agreement, the State 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:

1. Direct employees.
2. Hire, promote, transfer, assign, and retain employees.
3. Suspend, discharge, or take other proper disciplinary action against employees.
4. Reassign employees.
5. Relieve employees from duty because of lack of work or other proper reasons.

6. Schedule work.
7. Determine methods, means, and personnel by which operations are to be conducted.

## ARTICLE 9 - CONTRACTING OUT

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

Feasibility studies will not be required when: (1) an emergency situation exists as defined in ORS 279.011(4), and (2) either the work in question cannot be done by available bargaining unit employees or necessary equipment is not readily available.

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

Section 2. The Employer shall evaluate the Union's alternate proposal provided under Section 1. If the Employer's evaluation of the Union's alternate proposal confirms that it would result in providing quality and savings equal to or greater than that identified in the management plan, the Parties will agree in writing to implement the Union proposal.

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

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

Section 4. Once an Agency makes a decision to contract out, the Agency will choose either (a) or (b) below. The Agency will notify affected employees of the option selected. The Agency will post and provide to the Union, a list of service credits for employees in all potentially affected classifications within the Agency. Within five (5) business days of the notice, the affected employees will notify the Agency of acceptance of the Agency's option or decision to exercise his/her rights under (c) below:

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

employee with six (6) months of health and dental insurance coverage through the Public Employee Benefits Board, if continuation of coverage under the Bargaining Unit Benefits Board is allowed by law and pertinent rules of eligibility. Pursuant to Article 24, an eligible employee shall be placed on the Agency layoff list and may, at the employee's discretion, be placed on a secondary recall list for a period of two (2) years; or

- b. Place employees displaced by a contract elsewhere in state government in the following order of priority: within the Agency, within the department, or within state service generally. Salaries of employees placed in lower classifications will be red-circled. To the extent this Article conflicts with Article 24, Section 2, paragraph c, Filling of Vacancies, this Article shall prevail.
- c. An employee may exercise all applicable rights under Article 24, Layoff.

Section 5. The following provisions govern the administration of the requirement under this Article to conduct feasibility studies in cases of contracting out and will supplement the provisions included in the contract.

- a. The Employer agrees that all AFSCME represented state agencies will conduct a feasibility study in instances of contracting out work performed by bargaining unit employees when contracting out will result in displacement of bargaining unit employees.
- b. The Parties agree that AFSCME-represented agencies will send directly to AFSCME's Executive Director and to DAS HRSD Labor Relations Unit all future notices of intent to conduct a feasibility study pursuant to Section 1.

#### Section 6. Review of Contracted Work

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

### ARTICLE 10 - EQUAL OPPORTUNITY

Section 1. The Employer and the Union agree to continue their policies of not unlawfully discriminating against any employee because of race, color, religion, sex, national origin, age, mental or physical handicap, marital status, or political affiliation.

Section 2. Any and all complaints alleging any form of unlawful discrimination may be submitted by an employee or the Union on the employee's behalf, directly to the HR Manager for the Office of Human Resources, Department of Human Services. If the complaint is not satisfactorily resolved within thirty (30) calendar days of its submission at this level, the employee shall, if he/she chooses to proceed with the complaint, file the complaint with the Bureau of Labor and Industries or the Equal Employment Opportunity Commission (EEOC) for final resolution.

Discrimination complaints will not be subject to the grievance procedure contained in this Agreement.

## ARTICLE 11 - CLINICAL POLICY MATTERS

Clinical staff physicians shall have responsibility and authority for policy in clinical matters in accordance with ORS 441.055. The parties agree issues involving physician caseload and other physician responsibilities as they relate to clinical care are appropriate subjects for the institution medical staff under this article. Management, in conjunction with that Institution's medical staff, shall establish reasonable caseloads on a program by program basis.

The parties agree to establish a mechanism to consider ways to reduce paperwork. Additionally, each staff may consider ways to redistribute caseloads which allows for the utilization of existing position authority as a "floater" for relief purposes.

In the event that an individual physician's caseload exceeds the established reasonable caseload, the Chief Medical Officer shall, at the physician's request, meet with that physician to establish reasonable priorities and/or performance expectations.

Physicians have the responsibility and authority to use professional judgment to determine the safety of treating a combative patient and defer treatment until sufficient staff are available to safely treat the patient.

## ARTICLE 12 - SALARIES

### Section 1.

#### a. Public Employees Retirement System ("PERS") Members.

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

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

#### b. Oregon Public Service Retirement Plan Pension Program Members.

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

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

c. Effect of Changes in Law (Other than PERS Litigation).

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

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

Section 2. Across the Board Increases/Selective Salary Adjustment

(a) Employees will receive a one and one-half percent (1.5%) across the board upward pay adjustment effective December 1, 2011.

<b>Range</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
47		10952	11499	12073	12675	13310	13975	14672	15404

(b) Employees will receive a one and forty-five hundredths percent (1.45%) across the board upward pay adjustment effective December 1, 2012.

<b>Range</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
47		11111	11666	12248	12859	13503	14178	14885	15627

(c) Effective December 1, 2011 the Physician Specialist classification shall be adjusted in the following manner:

<b>Class</b>	<b>Class Title</b>	<b>Salary Range</b>
		<b>From / To</b>
7517	Physician Specialist	47 / 49

Implementation Procedure: Effective December 1, 2011 a Physician Specialist shall be placed at that step of the new salary range which results in a two (2) step increase if the Physician Specialist has worked for the Agency for ten (10) years or more. A physician Specialist who has worked for less than ten (10) years shall receive a one (1) step increase. Future merit step increases are subject to the Letter of Agreement on Step Freezes.

Section 3.

a. Any physician who works with psychiatric patients will be eligible to receive \$10,000 per year. Physicians who have not been receiving the differential shall

begin to receive this differential on the first of the month following the signing of the master Agreement.

- b. Board certified differential of 7.5% applies to the first Board certification held by a physician. For two (2) or more Board certification specialties the differential shall be ten percent (10%) of base salary..
- c. Board certification differential plus psychiatric differential pay will only be paid to board certified psychiatrists. Also, while the State will agree to pay Psychiatric duty differential to non-psychiatrists performing psychiatric duties, they will not be eligible for any Board certification differential unless the Hospital is also utilizing the expertise of the physician in the second area of certification.

Section 4. Bilingual Differential. A differential of five percent (5%) over the base rate will be paid to employees who are proficient and use bilingual skills in treating patients in a foreign language as well as interpreting and translating to and from English to another foreign language which includes sign language. Such skills must be a condition of employment as established by management; the interpretation and translation skills must be assigned and contained in an individual's position description. The decision to assign bilingual duties to an employee is at the sole discretion of management.

Section 5. Merit Salary Increases<sup>1</sup>.

- a.. Employees shall be eligible for merit salary increased on their date of hire following:
  - Completion of the initial twelve (12) months of service;
  - Completion of a trial service following promotion; and
  - Annual periods after (a) or (b) above until the employee has reached the top of the salary range.Merit salary increases shall be made upon recommendation by the employee's immediate supervisor and approval of the Appointing Authority or designee. The Agency shall give written notice to an employee of withholding of a merit salary increase prior to the eligibility date, including a statement of the reason(s) it is being withheld. If a merit increase is not granted on the eligibility date, the employee's eligibility date is retained no longer than eleven (11) months. If the increase is subsequently granted within eleven (11) months, it shall be effective immediately and shall not be retroactive.
- b. Retroactive annual salary increases to correct errors or oversights and retroactive payments resulting from grievance settlements shall be authorized. The proposed effective date for retroactive salary increases must be the first day of the month no more than twelve (12) months prior to the time of submitting the correcting recommendation.
- c. Release of sixty percent (60%) of an employee's earned gross wages prior to the employee's designated payday shall be authorized subject to approval of the Appointing Authority, in emergency cases upon receipt of a written request from the employee that describes the emergency. An emergency situation shall be defined as an unusual, unforeseen event or condition that requires immediate financial attention by an employee. Emergencies include but are not limited to the following circumstances:
  - Death in family

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<sup>1</sup> See attached Letter of Agreement (Step Increase)

- Major car repair
- Theft of funds
- Automobile accident (loss of vehicle use)
- Accident or sickness
- Destruction or major damage to home
- New employee lack of funds (maximum – one (1) draw)
- Moving due to transfer or promotion

- d. Effect of Break in Service. When an employee separates from state service and subsequently returns to state service, except as a temporary employee, the employee's salary eligibility date shall be determined by the Agency as follows:
1. Return from Recall List. The employee's previous salary eligibility date, adjusted by the amount of break in service, shall be restored;
  2. Return from Reemployment. The employee's previous salary eligibility date, adjusted by the amount of break in service, shall represent the earliest salary eligibility date following return. However, the salary eligibility date may be established as the first of the month in any future month up to twelve (12) months from the date of reemployment.

#### ARTICLE 13 - WORK SCHEDULES

If a physician works beyond the regular schedule to provide necessary client care, the physician may flex his/her work hours to be off an equivalent time later in the month. The physician shall notify his/her supervisor of the flexed schedule on the first day following the extended work day.

He/she shall get the supervisor's approval prior to taking the equivalent hours off. When approval is denied, the parties will mutually agree on an alternative time to be taken within the month.

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

#### ARTICLE 14 - MEDICAL OFFICER OF THE DAY/ON-CALL

Section 1. Physicians assigned Medical Officer of the Day (MOD) or Psych Officer of the Day (POD)/On-Call responsibility who are required to be on the premises shall be compensated at the straight time hourly rate for all such hours. All on call hours over a twenty-four (24) hour period are coded on the date that the call shift began at eight (8) a.m.

Section 2. Where the physician is not required to be on the premises, but is required to be available by telephone or electronic paging device at all times, there shall be one hour (1) of compensation for each three (3) hours on-call.

Section 3. The form of compensation will be the employee's choice of compensatory time off or cash at the employee's appropriate rate, except that an employee shall not be allowed to

accumulate more than eighty (80) hours of compensatory time. Compensatory time earned above eighty (80) hour accrual limitation shall be paid in cash.

Section 4. When a physician is assigned MOD or POD/On-Call responsibility starting at eight (8) a.m. on all actual holiday dates regardless of what day of the week the holiday falls on, the rates in Sections 1, 2, and 3, shall be calculated at time and one-half (1-1/2) in addition to the straight time pay for that holiday that the physician would receive regardless of being on call.

Section 5. Use of compensatory time off will be at the option of the employee insofar as practicable.

## ARTICLE 15 - BENEFITS

Section 1. An Employer contribution will be made for each eligible employee who has at least eighty (80) paid regular hours in the month.

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

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

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

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

For the period of December 1, 2011 through June 30, 2013, the Employer will pay an additional thirty dollars (\$30) monthly subsidy for employee's monthly premium rate for employees with salary rates below \$2696 per month.

Section.3. All sick leave, vacation and holiday benefits shall be as provided by Department of Administrative Services rule for Management Service Employees (70.010.02, pages 1 & 2 dated 5-24-91, pages 3 & 4 dated 12-1-89; 70.010.01, dated 10-1-90; and 70.025.01, dated 3-15-90), copies of which will be provided by the Agency to each bargaining unit member.

In addition to the vacation leave accrual that was agreed to by the parties in 1991-1993 biennium, add the following accrual:

After 25 <sup>th</sup> year	30 work days for each 12 full calendar months of service (20 hours per month)
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Section 4. Hardship Leave. Donated vacation leave or compensatory time may be provided to employees in other AFSCME Central Table participating agencies subject to the approval of the appointing authorities for the involved agencies.

Section 5. Bereavement Leave. Notwithstanding the Hardship Leave or Sick Leave eligibility criteria of the affected collective bargaining agreements, employees shall be eligible for a maximum of twenty-four (24) hours paid bereavement leave, prorated for part-time employees. The Agency may request documentation. If additional earned leave is needed, an employee may

request to use earned sick leave credits, or leave without pay, at the option of the employee for any period of absence from employment to discharge the customary obligations arising from a death in the immediate family or the employee's spouse. Employees may, with prior authorization, use accrued vacation leave or compensatory time. Regular and Trial Service employees may be eligible to receive up to forty (40) hours of donated leave, to be used consecutively. The employee must have exhausted all available accumulated leave and qualify to receive hardship leave. For purposes of this Article, "immediate family" shall include the employee's or the employee spouse's parent, wife, husband, child, brother, sister, grandmother, grandfather, grandchild, or the equivalent of each for domestic partners, or another member of the immediate household. Up to eight (8) hours of paid bereavement may be taken for aunt, uncle, niece or nephew.

Section 6. The existing practice of allowing hour-for-hour compensation time where an employee is assigned by the Employer to travel on off duty hours shall continue.

Section 7. Liability in Civil Suits.

- a. The Employer agrees that any employee who has a tort claim or demand brought against him/her for causes resulting from acting in his/her official capacity, duties, or employment in good faith and without malice, shall be given legal defense for that claim or demand by the State of Oregon in accordance with applicable state statute. The Employer further agrees to provide written procedures which will outline the proper methods for requesting this legal defense.
- b. The State of Oregon shall indemnify the physicians of Oregon State Hospital for any tort judgment, arising out of an alleged act or omission arising from the performance of duty, except that indemnification will not be provided for judgments for torts resulting from intentional wrongdoing, malfeasance in office, or willful or wanton neglect of duty.

Section 8. Job Interview Leave. Interview leave shall be allowed pursuant to the following:

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

Interview leave time approved and taken to interview with another state agency that exceeds two (2) hours of agency paid time must be recorded as accrued leave, leave without pay, or managed through approved flex time within the same workweek.
- c. All interview leave time approved under Guidelines a and b must be recorded as IT on the employee's timesheet/time reporting period.
- d. Interview leave used shall not count as time worked for purposes of overtime.

- e. An agency shall not incur any employee reimbursement costs.

Section 9. Worker Compensation

In the event that a staff person is physically assaulted in the course of their duties, the Agency will pay up to three (3) days administrative paid leave for an employee following an injury under the following conditions:

1. The employee seeks medical care within forty-eight (48) hours of being injured.
2. The employee applies for and is approved for worker's compensation. The claim must be for a period less than fourteen (14) days.
3. The employee's attending physician certifies that the employee cannot work. Should the employee's claim be denied or if the SAIF claim is approved and the employee receives time loss payments for a period of time that lasts fourteen (14) or more days then the Agency shall recoup those monies.

ARTICLE 16 - TRAVEL, MILEAGE AND MOVING EXPENSE REIMBURSEMENT

Section 1. Travel and Mileage Allowance. Reimbursements and procedures will be in accordance with Oregon Accounting Manual, Policy No. 40.10.00PO, and its successors. Changes in this policy will be automatically incorporated into this contract article.

Section 2. Moving Expenses. Reimbursements and procedures will be in accordance with Department of Administrative Services, Human Resource Services Division Policy 40.055.10, and its successors. Changes in this policy will be automatically incorporated into this contract article.

ARTICLE 17 - PERSONAL LEAVE

At the completion of six (6) full calendar months of service, full-time employees shall be entitled to twenty-four (24) hours of personal leave with pay for each fiscal year (July 1 through June 30). Part-time and seasonal employees shall be granted such leave at the completion of one thousand forty (1040) hours each fiscal year. Employees shall not accumulate more than twenty-four (24) hours of personal leave nor is any unused leave compensable in any other manner. Such leave may be taken at times mutually agreeable to the Institution and the employee.

ARTICLE 18 - RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS/  
UNDERPAYMENTS

Section 1. Overpayments.

- a. In the event that an employee receives wages or benefits from the Agency to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Agency shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:
  1. The Agency may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum period of two (2) years before the notification.

2. Where this process is utilized, the employee and Agency shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.
  3. If there is no mutual agreement at the end of the thirty (30) calendar day period, the Agency shall implement the repayment schedule stated in sub (4) below.
  4. If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary. If an overpayment is less than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves Agency service before the Agency fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.
- b. An employee who disagrees with the Agency's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure.
  - c. The Article does not waive the Agency's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

#### Section 2. Underpayments.

- a. In the event the employee does not receive the wages or benefits to which the record/documentation has for all times indicated the employer agreed the employee was entitled, the Agency shall notify the employee in writing of the underpayment. This notification will include information showing that an underpayment exists and the amount of wages and/or benefits to be repaid. The Agency shall correct any such underpayment made within a maximum period of two years before the notification.
- b. This provision shall not apply to claims disputing eligibility for payments which result from this agreement. Employees claiming eligibility for such things as leadwork, work out of classification pay or reclassification must pursue those claims pursuant to the timelines elsewhere in this agreement.

### ARTICLE 19 - TRAINING AND EDUCATION

Section 1. The Agency recognizes the need and desirability of professional training for physicians. To that end, and subject to the availability of resources, the Agency agrees to subsidize training and educational opportunities which the physician and the Chief Medical Officer agree are appropriate.

Section 2. The Agency will normally respond to all requests for leaves within ten (10) working days. All requests for in-state subsidies will normally be responded to within ten (10) working days. Should a response not be available within the ten (10) day period, management will inform the employee of the status of the request. All requests for out-of-state leave shall be submitted to the Chief Medical Officer who will normally respond within ten (10) working days; if no response is available within that time frame, the Chief Medical Officer will inform the employee of the status of the request.

Section 3. Physicians will be provided the opportunity to participate in annual training regarding (1) the Agency's Abuse Policy and its related procedures, and (2) the Institution's purpose and operation of the safety committee.

Section 4. Physicians shall be allowed five (5) days educational leave per fiscal year, not to include annual hospital-mandated training. Any unused educational leave will carry over to the next fiscal year not to exceed a maximum of seven (7) days total in the second year of the biennium. Physicians will arrange for coverage as a part of their request to use educational leave. If the Physician is not able to find staff coverage within five (5) calendar days of the scheduled education leave the physician will inform the Supervising Physician of his/her efforts to find a staff replacement and if so the Agency will solicit for volunteers. If there are no volunteers, the Agency shall select a physician to provide staff coverage. Such requests will be approved or denied based on relevancy, adequate coverage and any other mandates. Such requests may include time to prepare for and to take relevant Board certification and recertification examinations.

#### ARTICLE 20 - TRIAL SERVICE

Section 1. All new employees appointed to a position, and those employees promoted, or reemployed after one (1) year in the same classification shall serve a trial service period of one (1) year except residents whose trial service shall extend through the duration of appointment in that classification.

Section 2. The supervisor shall evaluate the employee's work habits and ability to perform his/her duties satisfactorily within the trial service period. The Agency may remove an employee if, in the opinion of the Agency, the trial service indicates that such employee is unable or unwilling to perform his/her duties satisfactorily or that his/her work habits and dependability do not merit his/her continuance in the position. Such removals are not subject to appeal or the grievance procedure.

If such employee was previously a regular status employee in another position in the classified service immediately prior to his/her present appointment, he/she shall be reinstated to his/her former position unless charges are filed and he/she is discharged as provided in Article 21.

Section 3. An employee who is transferred to another position in the same class, or different class at the same or lower salary level in the Agency prior to completion of the trial service period, shall complete the trial service period in the latter position by adding the service in the former position.

Section 4. An employee who is on approved leave without pay shall have the trial service period extended by the number of days of the leave without pay.

#### ARTICLE 21 - DISCIPLINE AND DISCHARGE

Section 1. The principles of progressive discipline shall be used except when the nature of the problem requires an immediate suspension, termination, reduction of pay, or demotion. A regular status employee may be suspended, reduced in pay, demoted, denied annual merit/performance pay increase, or dismissed only for just cause. Discipline shall be administered in as private a setting as possible.

Section 2. Abuse Investigations. At the point an investigation establishes reasonable cause to believe that an individual employee may have been involved in an alleged abuse, that employee will be notified that he/she is the subject of an abuse investigation. The accused employee, upon notification that he or she is the subject of an investigation, shall be told all known detail of the alleged abuse, excluding the names of the alleged victim(s), accuser(s), and witness(es). The Agency will attempt to complete its investigation within the timelines established by its rule, but where it does not meet those timelines will inform the affected employee of the status of its progress toward completion. Where an employee is exonerated of such an allegation, such exoneration will be provided to the employee in writing.

Section 3. A written predissmissal notice shall be given to a regular status employee against whom a charge is presented. Such notice shall include the known complaints, facts and charges, and a statement that the employee may be dismissed. The employee shall be afforded an opportunity to refute such charges or present mitigating circumstances to the Appointing Authority or his/her designee at a time and date set forth in the notice, unless a different time is requested by the employee and/or his Union representative and agreed to by the Agency. The employee shall be permitted to have an official representative present. The Appointing Authority may suspend the employee with pay or the employee may be allowed to continue work, as specified within the predissmissal notice.

Section 4. The dismissal of a regular status employee may be appealed by the Union to binding arbitration. The appeal must state the reasons for the appeal and be submitted to the Department of Administrative Services Labor Relations Unit in writing within ten (10) calendar days from the effective date of the dismissal. Such appeal shall be heard by the Arbitrator within fifteen (15) calendar days after its receipt, and the final decision and order of the Arbitrator shall be made within fifteen (15) calendar days following the close of the hearing.

Section 5. An employee issued a written reprimand, reduced in pay, demoted, or suspended shall receive written notice of the discipline with the specific charges and facts supporting the discipline. The reduction of pay, demotion and/or suspension of a regular status employee may be appealed to Step 3 of the Grievance Procedure within ten (10) calendar days from the effective date of the action. If the appeal is not resolved at Step 3, the Union may appeal the action to the Department of Administrative Services Labor Relations Unit within fifteen (15) calendar days after receiving the response from the Agency. The Labor Relations Unit shall respond to the grievance within fifteen (15) calendar days. If the grievance is unresolved, the Union may submit the issue to arbitration within fifteen (15) calendar days after receiving the response from the Labor Relations Unit.

Section 6. The arbitrator's fees shall be paid by the losing party. Should the award be unclear regarding who is the losing party, the arbitrator will determine respective costs for each party and make this part of the award.

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

## ARTICLE 22 - GRIEVANCE PROCEDURE

Section 1. A grievance shall be any disagreement or dispute which arises concerning the application, meaning, or interpretation of this Agreement. The written grievance shall be filed using the procedure in Section 2.

### Section 2.

Step 1. Any employee, with notice to the Union, or the Union on the employee's behalf may file a grievance in writing with his/her immediate supervisor, with a copy to the Institution HR Manager, within thirty (30) calendar days of the alleged action or the date the employee and the Union knew or should have known of the alleged action; however, appeals of discipline or discharge shall be pursuant to Article 21 - Discipline and Discharge. Grievances shall be submitted on the AFSCME Grievance Form. The immediate supervisor shall respond in writing to the grievance within fourteen (14) calendar days after receipt of the grievance to the employee, with a copy to the Union and the HR Manager.

Step 2. If the grievance remains unresolved at Step 1, it may be appealed within fourteen (14) calendar days after the supervisor's response was due to the Superintendent. The Superintendent, or his/her designated representative, shall respond in writing to the employee, with copies to the Union and the HR Manager, within fourteen (14) calendar days after receipt of the grievance.

Step 3. If the grievance remains unresolved at Step 2, the Union or the employee may appeal to the Department of Administrative Services Labor Relations Unit within fourteen (14) calendar days following the receipt of the response at Step 3. The Department of Administrative Services shall respond within fourteen (14) calendar days after receipt of the grievance.

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

Section 3. Time limits may be extended by agreement of the parties confirmed in writing.

Section 4. The Union or the grievant shall not expand upon the original elements and substance of the written grievance. However, the Union or the employee may modify the articles cited as being violated and the remedy requested prior to Step 3 of the Grievance Procedure.

Section 5. Any grievance, having progressed through the steps as outlined in this Agreement and remaining unresolved following Department of Administrative Services response, may be submitted by the Union to arbitration for settlement. To be valid, a request for arbitration must be in writing and mailed or delivered to the Department of Administrative Services within fourteen (14) calendar days of the receipt of the response from the Department of Administrative Services.

Failure to file for arbitration within the specified fourteen (14) calendar day period shall constitute forfeiture of claim and the case shall be considered closed by all parties.

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

Section 6. Selection of the Arbitrator. In the event that arbitration becomes necessary, the Union and the Employer shall, within thirty days of the request for arbitration, the Parties agree that Michael Cavanaugh will serve as the arbitrator to hear and rule on all grievances properly filed and submitted to arbitration. After six (6) calendar months starting from the date this Agreement is signed, the Parties may reopen this section of the article seeking to change arbitrator if they mutually agree in writing.

Section 7. The parties agree that the decision or award of the Arbitrator shall be final and binding on each of the parties and that they will abide thereby. The Arbitrator shall have no authority to add to, subtract from or change any of the terms of this Agreement, to change an existing wage rate or establish a new wage rate.

Section 8. The Arbitrator's fee and expenses shall be paid by the losing party. If in the opinion of the Arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as in the Arbitrator's judgment is equitable. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

Section 9. Once a bargaining unit member files a grievance, the employee shall not be required to discuss the subject matter of the grievance without the presence of the Union representative if the employee elects to be represented by the Union.

Section 10. If a grievance involves similar issues at more than one Institution, i.e. if the grievance constitutes a Division-wide class grievance, then the grievance may be filed with the Department of Human Services Administrator as the initial step with copies to the Institution HR Manager. The Administrator, or his/her designated representative, shall respond in writing within fourteen (14) calendar days after receipt of the grievance. If the grievance remains unresolved at this step, the Union may appeal as described in Section 2, Step 4, above.

## ARTICLE 23 - PERSONNEL RECORDS

Section 1. An employee may, upon request, inspect the contents of his official Agency personnel files except for confidential reports from previous employers. No grievance material shall be kept in the personnel file. There shall be only one (1) personnel file kept for each employee.

Section 2. No information reflecting critically upon an employee shall be placed in the employee personnel file that does not bear the signature of the employee. The employee shall be required to sign such material to be placed in his personnel file provided the following disclaimer is attached:

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

If the employee is not available within a reasonable period of time or the employee refuses to sign the material, the Institution may place the material in the file provided a statement has been signed by two (2) management representatives and a copy of the document was mailed to the employee at his address of record and a copy to the Union.

Section 3. If the employee believes that any of the above material is incorrect or a misrepresentation of facts, he shall be entitled to prepare in writing his explanation or opinion regarding the prepared material or to file a written grievance. This shall be included as part of his personnel record until the material is removed.

Section 4. All disciplinary actions shall be retained in the employee's official personnel file for a maximum of three (3) years. Such material may be removed after twenty-four (24) months, upon written request of the employee, provided there have been no incidents of a similar nature in the interim. Earlier removal may be permitted when requested by the employee and if approved by the Appointing Authority.

## ARTICLE 24 - LAYOFF

Section 1. Should the institution find it necessary to reduce the number of physicians through layoff, the physician(s) with the lowest length of service will be affected, unless specialty requirements prevent this. The Union will be notified as soon as the Agency anticipates any reduction of physicians pursuant to this Article.

Seniority for the purpose of layoffs and solely the purposes of layoff, shall be defined as time spent in the bargaining unit. Leave without pay that exceeds ninety (90) days shall be deducted from an employee's seniority unless the leave is protected by federal or state law (e.g., USERRA military leave, FMLA/OFLA leave). Seniority shall be forfeited if a Physician has a break in service from the Agency for three (3) years or more.

Part-time employees earn pro rata seniority credit.

Before the layoff of any bargaining unit physicians, the Agency will eliminate contract physicians unless the contract physician has a specific identified specialty or certification that is not possessed by any qualified bargaining unit physician. Any bargaining unit physician laid off at one (1) facility shall be considered for any vacant bargaining unit position at the other facilities provided the physician is qualified for the position(s). Additionally, the Agency will meet with the affected physicians to discuss other job placement possibilities.

Recall will occur in reverse order of layoff unless special needs of the Agency prevent this. Recall eligibility will continue for three (3) years from date of layoff.

### Section 2. Secondary Recall Rights.

- a. Application. These rights apply to all employees in bargaining units represented by AFSCME at Central Table negotiations as well as the Department of Corrections and Board of Parole except employees who are laid off during initial trial service.
- b. Definitions.
  1. Geographic areas, for the purpose of secondary recall, are each location for which an employee may indicate his/her willingness to relocate on the state's application process.
  2. Agency Layoff Lists are intra-agency layoff lists, as defined in each AFSCME Central Table Agency and/or Department of Corrections and Board of Parole bargaining unit Contract .
  3. Secondary Recall List is an inter-agency layoff list, which consists of regular status employees who have been separated by layoff from Union-represented positions in AFSCME Central Table Agencies and/or Department of Corrections and Board of Parole and who have elected to

be placed on such list, consistent with the definitions of geographic areas defined above.

- c. Coordination with Filling of Vacancy and Layoff Articles. The recall options provided herein shall be consistent with the priority of recall to positions from layoff within an Agency, as specified within each Agency's contract, except that recall from Agency Layoff Lists shall take precedence over recall from the Secondary Recall List.
- d. Procedures:
  1. Placement on the Secondary Recall List.
    - A. Regular status employees who are separated from the service of the State in good standing (meaning no record of economic disciplinary sanctions in his/her personnel file) by layoff or transferred outside state government due to intergovernmental transfer shall, in addition to their right to be placed on the Agency Layoff List, be given the option of electing placement on the Secondary Recall List by geographic area for other AFSCME represented bargaining units which utilize the same or successor classification from which they were laid off. The term of eligibility of candidates placed on the list shall be three (3) years from the date of layoff. When an employee is prohibited from participating in the secondary recall process due to the presence of an economic disciplinary sanction in his/her personnel file, that employee may request and shall be placed on the Secondary Recall List for the remainder of the two years eligibility following layoff once the discipline has remained in the file for the length of time required by the agency's contract.
    - B. Employees who elect to be placed on the Secondary Recall List shall specify in writing the AFSCME Central Table and/or Department of Corrections and Board of Parole bargaining units and geographic areas to which they are willing to be recalled.
  2. Use of the Secondary Recall List.
    - A. After the exhaustion of the Agency Layoff List for a specific classification within a geographic area, the Secondary Recall List shall be used to fill all positions within a specific classification and geographic area consistent with Section (c) above, until such secondary list is exhausted.
    - B. To be eligible for appointment from the Secondary Recall List, a laid off employee on such list must meet the minimum qualifications for the classification and any special qualifications for the position.
    - C. Agencies shall utilize the Secondary Recall List to fill positions by calling for certifications from the list of the five (5) most senior employees who meet the minimum qualifications for the classification and any special qualifications for the position to be filled by selecting one of the five (5) so certified. Seniority for this purpose shall be computed as described per the layoff article of each Agency's contract.
    - D. Where fewer than five (5) eligible employees remain on the Secondary Recall List, the Agency shall select one (1) of these

employees who meets the minimum qualifications for the class and any special qualifications for the position.

3. Appointments/Refusals of Appointments from the Secondary Recall List.
  - A. A laid off employee on the Secondary Recall List who is offered an appointment from the list and refuses to accept the appointment shall have his/her name removed from the Secondary Recall List; however, an agency will not remove an employee's name from the Secondary Recall List where that individual had been a day shift employee and subsequently refuses the offer of a position with swing shift or night shift hours.
  - B. Employees appointed to positions from the Secondary Recall List shall have their names removed from their Agency Layoff List(s) and the Secondary Recall List.
  - C. Employees appointed to positions from the Secondary Recall List shall serve a trial service period not to exceed three (3) full months except that employees hired into the Offender Information and Sentence Unit as Prison Term Analyst (PTA) shall serve a trial service period consistent with the DOC agreement. Administration of the trial service period shall be consistent with the hiring Agency's contract. However, employees who fail to successfully complete this trial service period shall have their names restored to the Agency Layoff List(s) on which they previously had standing. Restoration to the Agency Layoff List(s) shall be for the remaining period of eligibility that existed at the time of appointment from the Secondary Recall List. An employee may also petition the DAS-Labor Relations Unit to also be restored to the Secondary Recall List for the remainder of the initial twenty-four (24) month recall period where the trial service removal was not related to potential misconduct warranting an economic or dismissal sanction. In no instance shall the DAS-Labor Relations Unit's decision be grievable.
  - D. Employees appointed to positions from the Secondary Recall List shall not be entitled to moving expenses.

Section 3. Temporary Interruption of Employment. When the Employer declares that a temporary interruption of employment should be considered because of lack of funds, either party may provide the other with written notice to meet and discuss possible terms of such interruption or alternative options. Such meeting must occur within thirty (30) days of the declaration. Terms and alternatives shall be subject to mutual agreement by the Union and the Employer. The parties agree that any and all discussions that take place under this Section shall not be subject to the Complete Agreement articles of any of the agreements or constitute interim negotiations under PECBA. In addition, the parties will not be required to use the dispute resolution process contained in the PECBA.

#### ARTICLE 25 - POSTING

Any position which becomes open in the bargaining unit shall be publicized in each Agency.

## ARTICLE 26 - IMPLEMENTATION OF NEW CLASSES—APPEALS PROCESS

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

### Section 1.

- a. An appeal may be filed by an individual employee or a steward or a Council Representative on behalf of the employee, to the Agency Office of Human Resources within fifteen (15) calendar days of written notification by the Agency of placement into the new class. Employees sharing the same or substantially similar position descriptions or employees the Agency agrees to treat as a group may file an appeal as a group. The initial filing should describe the individual or group, including the names of affected members, identify the proposed placement, and the placement believed to be correct by the affected employees. The appeal must include current, signed position descriptions. Because the old classifications are to be abolished, correct placement cannot be back to the prior classification. The Agency shall conduct a review of the allocation using the following criteria:
  1. The purpose of the job shall be determined by the statement of purpose and assigned duties of the position description and other relevant evidence of duties assigned by the Agency;
  2. The concept of the proposed classification shall be determined by the general description and distinguishing features of its class specification; and
  3. The overall duties, authority and responsibilities of the position shall be determined by the position description and other relevant evidence of duties assigned by the Agency. This decision shall be made within thirty (30) calendar days of receipt of the appeal and provided to the affected employees in writing and with a summary of the classification analysis.
- b. If denied, the Union may appeal the Agency's decision in writing to the Labor Relations Unit within fifteen (15) calendar days of receipt of the written denial. The appeals will be considered by the Employer designee (or an alternate) and the Union designee (or an alternate) who shall form the committee charged with the responsibility to consider appeals and make decisions which maintain the integrity of the classification system by correctly applying the classification specifications. Additionally, the committee may utilize two resource persons, one (1) designated by each party, to provide technical expertise concerning a specific series. The committee will attempt to resolve the matter by jointly determining whether the current or proposed class more accurately depicts the overall assigned duties, authorities and responsibilities of the position using the criteria specified above.

In this process each of the designees may identify one (1) alternate class that he/she determines most accurately depicts the purpose of the job and overall assigned duties. If an alternate class is identified, both the Union and Labor Relations Unit shall be notified. If the parties concur that shall end the allocation appeal. In the event the committee concludes that the proposed or alternate class is more appropriate, management retains the right to modify the work assignment on a timely basis to make it consistent with the Agency's allocation.

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

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

- c. The decision of the designees shall be binding on the parties. However, agencies may elect to remove/modify duties at any point during the process.
- d. If the appeals committee cannot make a decision, the Union may request final and binding arbitration by a written notice to the Labor Relations Unit within the next forty-five (45) calendar day period. Each party may go forward with only one (1) class. Each party may choose to take to arbitration either the current class, class appealed to, or an alternate class identified by a committee member. The arbitrator shall allow the decision of the Agency to stand unless he/she concludes that the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities of the position.
- e. Where a position is vacated after the filing of the initial appeal, the Union may continue the appeal process and such appeals will be reviewed by the committee only after the review of all filled positions appeals is completed and where the Agency indicates that no change in duties is anticipated prior to refilling the position.
- f. This process terminates upon completion of the allocation process.

## ARTICLE 27 – INCLEMENT CONDITIONS

### Section 1.

- a. The Employer/Agency designated official(s) may close or curtail offices, facilities, or operations because of inclement weather or weather-related hazardous conditions. The Employer/Agency will announce such closure or curtailment to employees. The Employer/ Agency will strive to make its decision to close and/or postpone day shift no later than 5 am; however, the parties recognize that changing conditions may require further adjustment. The Employer/Agency may provide this information through methods such as pre-designated internet web sites, phone trees, radio stations and/or television media. The Agency shall notify employees of these designations and post the notices on Agency bulletin boards by November 1<sup>st</sup> of each year. Notifications do not apply to employees who are required to report to work. Essential employees/positions shall be designated by the Agency by November 1 of each year. Such designations may be modified with two (2) weeks advance notice to the affected employee(s).
- b. Where the Employer/Agency has announced a delayed opening pursuant to Section 1A employees are responsible for continuing to monitor the reporting sites for updated information related to the delay or potential closure. Employees may be allowed up to two (2) hours commuting time as reasonably needed to report for work after a delayed opening has been announced. Where an employee arrives late due to this extended commute, he/she may cover the time with accrued vacation, compensatory time off, personal leave or approved leave without pay.

### Section 2.

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

- a. FLSA Non-Exempt Employees. Non-exempt employees shall not be paid for the period of the closure. However, employees shall be allowed to use accrued

vacation, compensatory time off, personal leave or approved leave without pay for the absence(s).

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

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

### Section 3.

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

### Section 4. Alternate Work Sites.

Employees may be assigned or authorized to report to work at an alternative work site(s) and be paid for the time worked.

### Section 5. Late or Unable to Report.

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

### Section 6. Employees on Pre-scheduled Leave.

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

### Section 7. Make-up Time Provisions.

Subject to Agency operating requirements and supervisory approval, employees who do not work pursuant to Sections 2 and 5 of this Article may make-up part or all of their work time missed during the same workweek. In no instance will time worked during the make-up period result in overtime being charged to the Agency. The Employer/Agency shall not be liable for any penalty or overtime payments when employees are authorized to make up work.

### Section 8.

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

## ARTICLE 28 - TERM OF AGREEMENT

This Agreement shall be in full force and effect from the date of signing of this Agreement, unless otherwise indicated in this Agreement, through June 30, 2013.

The date of signing shall occur within ten days of notification by the Union that the Agreement has been ratified.

## ARTICLE 29 – PERFORMANCE EVALUATIONS

- (A) Physicians shall receive annual performance evaluations. When a performance evaluation is completed on a Physician the Supervising Physician shall discuss the performance evaluation with the Physician. The Physician shall sign the evaluation and that signature shall only indicate the Physician has read the evaluation. The Physician shall have the opportunity to provide their comments to be attached to the performance evaluation. A copy of the evaluation shall be given the Physician. Any written comments provided by the Physician within thirty (30) days from the date of receipt of the performance evaluation shall be attached to the performance appraisal. The performance evaluation and Physician's written comments, if any, will be maintained in the employee's official personnel file.
- (B) Performance evaluations shall not be subject to the grievance procedure outlined in this Agreement.

## ARTICLE 30 – HEALTH AND SAFETY

Section 1. The Parties agree to maintain a safe work environment in accordance with the Oregon Safe Employment Act (ORS 654.001 through 654.295 and 654.991). Employees shall follow applicable Agency and Employer health and safety policies.

Section 2. Proper safety devices and equipment shall be provided by the Agency for all employees engaged in work where such devices and equipment are necessary. Such devices or equipment, where provided, must be used. Safety devices shall remain Agency property and shall be returned to the Agency upon termination of employment.

LETTER OF AGREEMENT  
PART-TIME EMPLOYEES HEALTH INSURANCE SUBSIDY

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

The Employer will continue to pay the current part-time subsidy for eligible part-time employees who participate in the part-time plan through December 31, 2011, as follows:

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

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

LETTER OF AGREEMENT  
PART-TIME MEDICAL PREMIUM SUBSIDY

This Letter of clarification is entered into between the State of Oregon, acting through its Department of Administrative Services, Labor Relations Unit (Employer), on behalf of the state agencies under the jurisdiction of the American Federation of State, Local and Municipal Employees Council 75 AFSCME (Union). The purpose of this letter is to clarify the agreement reached during the 2011 -2013 negotiations regarding the employer's obligation for medical premium payments for employees working less than full-time.

For less than full time employees who have at least eighty (80) paid regular hours in the month, the parties agree the state's contribution for medical, dental, vision and basic life insurance through PEBB is as follows:

- 1) Part-time, Seasonal and Intermittent Employees Electing Part-time Insurance.  
The state will pay 95% of a monthly benefit insurance premium amount of the plan selected by the employee calculated per Article 31, Section 3 as follows:

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

In addition, there shall be a subsidy based on the employee's enrollment tier, for plan year 2012 consisting of one of the following monthly amounts: Employee only, \$346.25; Employee & Partner, \$452.34; Employee & Children, \$395.94; Employee & Family, \$460.52. These amounts are equal to 95% of the subsidy that is determined by the Public Employees Benefit Board and is subject to change for plan year 2013. The employee will pay the premium balance.

- 2) Part-time, Seasonal and Intermittent Employees Electing Full-time Insurance.  
The state will pay 95% of the monthly benefit premium amount of the plan selected by the employee calculated per Article 31, Section 3 as follows:

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

In addition, the state will pay up to an additional monthly subsidy for employee's monthly premium rate for employees with salary rates \$2,696 and below a month. The employee will pay the premium balance.

## LETTER OF AGREEMENT HEALTH IMPROVEMENT PLAN

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

The Employer and Union recognize the significance and importance of PEBB creating a Health Improvement Plan. Controlling health care costs, while continuing to provide excellent benefits, is a mutual goal of the parties.

Therefore, the parties agree to the following:

The Employer and Union agree to establish a committee to design the delivery system for the Plan and educational components of the Health Improvement Plan that the Union introduced and recommended for adoption to PEBB.

The committee will also review and evaluate the PEBB Health Improvement Plan and will define benchmarks for evaluating the effectiveness and efficiencies of the Plan. If there are identified and proven cost savings, the parties will recommend the most advantageous way to share savings and further employee wellness for PEBB members.

The Employer and Union shall each appoint four (4) representatives to serve as members of the committee. Employees shall serve on paid time if the meeting time is during their regularly scheduled work hours.

Appointed employees shall not be eligible for overtime or penalty payments for serving on the committee. Any travel for work on this committee will be governed by the State travel policy.

Appointed employees shall notify their immediate supervisor at least five (5) work days before any meetings regarding their absence from work to participate on the committee.

The committee findings and recommendations shall be submitted to the Governor's Office no later than June 30, 2013.

This agreement becomes effective on the date of the final ratification of the AFSCME Central Table and ends June 30, 2013.

## LETTER OF AGREEMENT - INTERMITTENT UNION LEAVE

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

1. The Executive Director of Oregon AFSCME shall notify affected agencies in writing of the name of the employee(s) at least thirty (30) days in advance of the date of the AFSCME Convention. For agencies of 100 or fewer bargaining unit members, no more than one bargaining unit member per agency may be designated to attend AFSCME conventions. For agencies of greater than 100 bargaining unit members, no more than two bargaining unit members may be designated to attend AFSCME conventions under this provision.
2. Subject to agency head or designee approval based on the operating needs of the employee's work unit, including staff availability, the employee will be authorized release time with pay.
3. The paid release time is limited to attendance at the conference and travel time to the conference if such time occurs during the employee's regularly scheduled working hours up to forty (40) hours per calendar year.
4. The release time shall be coded as Union business leave or other identified payroll code as determined by the State.
5. The release time shall not be included in the calculation of overtime nor considered as work related for purposes of workers' compensation.
6. The employee will continue to accrue leaves and appropriate benefits under the applicable collective bargaining agreement except as limited herein.
7. The Union shall, within thirty (30) days of payment to the employee, reimburse the State's affected agency for all Employer related costs associated with the release time, regular base wage and benefits, for attendance at the applicable conference.
8. The Union shall indemnify and the Union and employee shall hold the State harmless against any and all claims, damages, suits, or other forms of liability which may arise out of any action taken or not taken by the State for the purpose of complying with these provisions.

This Letter of Agreement expires June 30, 2013.

LETTER OF AGREEMENT - ARTICLE 9, CONTRACTING OUT  
FEASIBILITY STUDY

This Letter of Agreement is entered into between the State of Oregon Department of Administrative Services, on behalf of all State Agencies covered by the State of Oregon and AFSCME Central Table.

When the provisions of Article 9, Section 5, require a feasibility study, the following will apply:

The Employer will count eighty percent (80%) of the affected employee's straight-time wage rate when comparing the two (2) plans.

This Agreement is effective through June 30, 2013.

LETTER OF AGREEMENT  
JOINT COMMITTEE ON SALARY SURVEYS

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the agencies participating at the Central Table and the American Federation of State, County and Municipal Employees, Council 75 (Union).

This Agreement covers employees in the Union's bargaining units covered by the Central Table Negotiations.

The parties agree to form a joint committee of two (2) management and two (2) AFSCME representatives to review appropriate market comparisons for the bargaining units' compensation, including methodology and data collection. The committee will also examine the state's relationship to market and make recommendations to the Governor for moving state compensation closer to market. This committee shall not enter into formal negotiations nor have recourse to the dispute resolution procedures for negotiations. This committee shall provide the update by October 1, 2006.

LETTER OF AGREEMENT - VETERANS' PREFERENCE

This Letter of Agreement is between the State of Oregon, acting through the Department of Administrative Services, hereinafter referred to as The Employer or The State, and the American Federation of State, County and Municipal Employees, hereinafter referred to as AFSCME or the Union. This Letter of Agreement shall become effective 15 days after the date of the last signature below, and shall be incorporated into and be made a part of the contracts identified below for the successor contracts ending June 30, 2011. The contracts shall include the Department of Public Safety, Standards and Training; the Oregon State Fire Marshall; the Oregon State Police Support Unit; the Building Codes Division; the Oregon Liquor Control Commission; the Department of Land Conservation and Development; the Department of Environmental Quality; the Oregon Military Department; the Office of Emergency Management;

the Department of Corrections Dentists; the Department of Human Resources Physicians; the Oregon State Hospital Nurses, the Construction Contractors Board; the Real Estate Agency; the Department of State Lands; the Employment Department Hearings Officers; the State Operated Community Programs, the OYA Juvenile Parole and Probation Officers; the Department of Corrections Security Unit; the Department of Corrections Security Plus Unit; the Department of Corrections Parole and Probation Officers and the Oregon State Board of Parole.

The Employer and the Union recognize that [Senate Bill 822](#) from the 74<sup>th</sup> Oregon Legislative Assembly, 2007 Regular Session, amended [ORS 408.225](#), [408.230](#), [408.235](#) and [659A.885](#).

The [Senate Bill 822](#) provides that an employer may choose not to appoint a veteran to a vacant position solely on the basis of the veteran's merits or qualifications with respect to the vacant civil service position.

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

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

The provisions of [Senate Bill 822](#) do not apply to grievance settlements, court mandates, Agency recall from layoff and injured worker returns to employment. The provisions of [Senate Bill 822](#) do apply to the Secondary Recall List

## LETTER OF AGREEMENT MANDATORY UNPAID FURLOUGH TIME OFF

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

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

The parties agree to the following:

1. This agreement becomes effective July 20, 2011, the day after the Tentative Agreement was reached, and sunsets June 30, 2013 unless the parties agree to extend or amend its provisions.
2. The Employer will implement mandatory unpaid furloughs for affected employees as follows:

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

3. The number of hours of mandatory unpaid furloughs for less than full-time employees shall be prorated based on the employee's regularly scheduled hours within the applicable month.
4. A. Agencies or divisions within an Agency can decide to close its offices. If the Agency so chooses, the Agency will close for the number of days identified in section 5 A of this agreement.
  - (i) Employees not taking unpaid mandatory furlough time off when the Agency is closed shall change their work schedule to a four (4) ten (10) hour-day schedule or otherwise adjust their schedule for that work week subject to prior Agency approval. The Agency shall not suffer any penalty or overtime payments as a result of the employee's schedule change.
- B. For agencies with "float days" the employee will schedule designated unpaid mandatory furlough time off with their immediate supervisors using the following procedures:
  - (i) Employees will have their choice of days off, subject to operating needs.
  - (ii) Employees will submit a mandatory unpaid time off request form to their supervisors in accordance with agency procedures for requesting paid time off.
  - (iii) Mandatory unpaid time off requests for the same days will be determined pursuant to the specific provisions of the agency contracts. Where no specific provisions exist, if there is a conflict in requested days off, that conflict shall be resolved by granting the days off to the person who made the first request.
  - (iv) The Agency shall not incur any penalty or overtime payment for adjustments to an employee's schedule not to exceed a forty (40) hour workweek, including mandatory unpaid time off.
  - (v) If an employee does not wish to take unpaid furlough days, he/she may voluntarily take a salary reduction as follows:
    - (a) A reduction in the amount of two and sixty-eight hundredths percent (2.68%) for employees earning three thousand one hundred and one (\$3,101) or more a month;

- (b) A reduction of two and thirty-three tenths percent (2.30%) for employees earning between two thousand four hundred fifty one and three thousand one hundred and one (\$2,451 - \$3,101) a month;
- (c) A reduction of one and ninety-two hundredths percent (1.92%) for employees earning below two thousand-six hundred and ninety-six dollars (\$2,696) a month.

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

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

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

- (i) Floating mandatory unpaid time off will be scheduled and taken no later than March 31, 2013. Employees will take no more than two (2) days in a work week.
- (ii) If the floating mandatory unpaid time off is not scheduled and taken by March 31, 2013, management will schedule the employee to take the mandatory unpaid time off by May 31, 2013. In the event an employee has any mandatory unpaid time off obligation remaining after May 31, 2013, the employee's July 1, 2013 paycheck for the June 2013 pay period will be reduced by the equivalent amount for the remaining mandatory unpaid time off days.
- (iii) An employee is not eligible to receive unemployment benefits for the days taken as mandatory unpaid time off. Should an employee receive unemployment benefits the agency will automatically deduct from the employee's paycheck the full amount of money that equals the dollar amount the employee received in the unemployment benefits. The deduction shall be taken from the next paycheck upon discovery of the unemployment benefit payment.
- (iv) The Agency shall not incur any penalty or overtime payment for adjustments to an employee's schedule not to exceed a forty (40) hour workweek, including mandatory unpaid time off.

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

7. Temporary employees will be unscheduled for mandatory unpaid furlough days.
8. Mandatory unpaid furlough time off will not count as a break in service and shall not affect seniority.
9. Mandatory unpaid furlough time off shall not add to the length of an employee's trial service period.
10. Deductions from pay of an FLSA exempt employee for absences due to a budget required mandatory unpaid furlough day shall not disqualify the employee from being paid on a salary basis except in the workweek in which the mandatory unpaid furlough time off occurs and for which the employee's pay is accordingly reduced.
11. If an FLSA exempt employee is permitted to work in excess of forty (40) hours in a workweek in which the employee takes a mandatory unpaid furlough day, then such employee shall be eligible for pay at the rate of time and one half (1 1/2x) for hours in excess of forty (40) hours that workweek.
12. Mandatory unpaid furlough time off shall only be considered time worked for: a) holiday pay computations, and, b) vacation, sick leave and personal accrual.
13. Subject to PEBB eligibility rules, mandatory unpaid furlough days shall be considered time worked for purposes of computing the Employer's insurance contributions.
14. Full-time employees shall take mandatory unpaid furlough time off in hours equivalent to a full shift or the remaining obligation if it equals less than a full shift
15. Part-time employees shall take mandatory unpaid furlough time off in blocks equal to their actual scheduled workday or the remaining obligation if it equals less than a scheduled work day.
16. No employee shall be authorized to use any paid leave time or time accrued to replace mandatory unpaid furlough time off.
17. If an Agency closure day is scheduled on a day in which an employee is scheduled to work more or less than an eight (8) hour workday, the employee, with Agency approval, will adjust his/her schedule in a manner which is consistent with the practice that is used during a week there is a holiday. In either case, the employee's schedule will not exceed a forty (40) hour workweek, including mandatory unpaid time off. The Agency shall not incur any penalty or overtime payment for adjusting the employee's schedule.
18. An employee shall not work on a date designated as a mandatory unpaid furlough time off. Subject to operating need, the Agency Head or designee may require the employee to work and reschedule the mandatory unpaid furlough time off.
19. Should the designated Agency closure date fall on an employee's regularly scheduled day off subject to Agency approval, the employee shall take the mandatory unpaid furlough time off on an alternate workday.

- (i) If the alternate time is not scheduled and taken by March 31, 2013, management will schedule the employee to take the time by May 31, 2013.
- (ii) The Agency shall not incur any penalty or overtime payment for adjustments to employee's schedules not to exceed a forty (40) hour workweek, including mandatory unpaid time off.

LIST OF AGENCIES/PROGRAMS/DIVISIONS  
OFFICE CLOSURE

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

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

LIST OF AGENCIES/PROGRAMS/DIVISIONS  
USE OF FLOAT DAYS

DOJ (Attorneys)  
 Military Department (includes Office of Emergency Management) – Continue LOA on Oregon Youth Challenge Program  
 OLCC  
 OSP Support Unit  
 SOCP (Habilitative Training Technician 2, Licensed Respiratory Care Technician, LPN, Mental Health Therapy Technician)  
 OHA (Mental Health Registered Nurses, Nurse Practitioners)  
 DPSST  
**OHA Physicians**  
 OYA (Juvenile Parole and Probation Officers and Assistants)  
 DCBS (Building Codes Division, Field Enforcement)  
 Long Term Care Ombudsman  
 OSFM (Deputy State Fire Marshals only)

LETTER OF AGREEMENT - #13  
MANDATORY UNPAID TIME OFF  
CLARIFICATIONS FOR IMPLEMENTATION

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

1. Requests for Floating Mandatory Unpaid Time Off Days.

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

2. Scheduling Floating Mandatory Unpaid Time Off for Newly Hired, Reemployed, Recalled and Transferred Employees.

At the time of an employment offer, the employee shall be given the number of days designated as floating mandatory unpaid time off days.

3. Seasonal employee—Calculation of Mandatory Unpaid Time Off Obligation.

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

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

Where:

MS = Estimated number of months the seasonal employee will work during the period in which mandatory unpaid time off must be taken.

TM = Total number of months during the 2011-20133 biennium during which mandatory unpaid time off must be taken.

TO = Total number of mandatory unpaid time off days required for the biennium for the salary tier for the employee.

Example: The employee's seasons include the months of May through October 2011 and May and October 2012. The seasonal employee is expected to work both seasons. The seasonal employee is in the top salary tier which has a maximum of fourteen (14) mandatory unpaid time off (MUTO) days. The calculation is the following:

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

$$TO = 14 \text{ days}$$

$$(9 \div 22) \times 14 = 5.73 \text{ days}$$

Rounding to nearest whole number = 6 mandatory unpaid time off days (8 hours each).

Part-time FTE seasonal employee's mandatory unpaid time off obligation is prorated based on the actual paid hours, excluding overtime, for the part-time employee in the previous twelve (12) months or season, whichever is applicable. The same formula is used for part-time employees to calculate the number of days they are obligated to take. The mandatory unpaid time off obligation shall be prorated using the following formula as a guideline:

$$(SSH \div FTH) \times 8 = MH$$

Where:

- SSH = The scheduled hours in a month for the part-time employee.
- FTH = The number of full-time hours in a month.
- 8 = The number of hours in a full-time mandatory unpaid time off day obligation.
- MH = The number of mandatory unpaid time off hours required for a mandatory unpaid time off day for the part-time employee.

Example: Using the facts in the example used for full-time calculation (6 mandatory unpaid time off days), but adding that the part-time employee is scheduled to work three-quarter (3/4) time for the previous twelve (12) months or season, whichever is applicable, 3/4 time is equivalent to 130 hours (i.e., 3/4 of the 173.33 full-time hours in a month). The calculation is:

$$(130 \text{ hours} \div 173.33 \text{ hours}) \times 8 = 6 \text{ hours}$$

The 3/4 time employee would take 3/4 of a work day (i.e., 6 hours) off for a mandatory unpaid time off day.

Seasonal employees employed multiple seasons and/or by multiple agencies, will be dealt with on an Agency by Agency basis to determine the number of mandatory unpaid time off days.

#### 4. Part-Time Employee Calculation

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

$$(SSH/FTH) \times 8 = MH$$

Where:

- SSH = The scheduled hours in a month for the part time employee.
- FTH = The number of full time hours in a month.
- 8 = The number of hours in a full time mandatory unpaid time off day obligation.
- MH = The number of mandatory unpaid time off hours required for a mandatory unpaid time off for the part-time employee.

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

5. Limited Duration Employee Calculation

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

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

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

TM = Total number of months during the 2011 – 2013 biennium during which mandatory unpaid time off must be taken.

TO = Total number of mandatory unpaid time off days required for the biennium for the salary tier for the employee.

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

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

For employees observing mandatory unpaid closure days, if an employee is on leave without pay when a mandatory unpaid time off closure day occurs, the employee will not be required to make up the missed mandatory unpaid time off day.

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

If an employee's scheduled mandatory unpaid time off day occurs when the employee is on authorized leave without pay, the scheduled mandatory unpaid time off day will count towards the employee's obligation. The supervisor will code the mandatory unpaid time off.

9. Employees Called in to Work on a Mandatory Unpaid Time Off Day Off.

In the event an employee is called in to work on a date designated as a mandatory unpaid time off day due to operational needs, the employee and supervisor shall arrange to take the remainder of the mandatory unpaid time off at a mutually agreeable time. The remaining mandatory unpaid time off, with approval from the supervisor, may be taken during the employee's workweek, as long as the workweek does not exceed thirty-two (32) hours, or at another time. [If the remaining hours of mandatory unpaid time off to be made up are less than an employee's full scheduled work day, the employee may either split a workday (mandatory unpaid hours plus regular work hours) to make a full work shift or make alternate arrangements for the remainder of the shift, including but not limited to using appropriate accrued leave.]

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

Employees hired after the effective date of the Agreement will have their mandatory unpaid time off obligation adjusted for the time remaining to June 30, 2013. The attached table identifies the obligation remaining for new hires by calendar quarter.

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

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

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

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

## Mandatory Unpaid Time Off Obligation Remaining by Salary Tier

10 Fixed Closures	NEW HIRE Obligation <i>(with Agency Closures and/or Floats)</i>				SEPARATING EMPLOYEE Obligation <sup>4</sup> <i>(with Agency Closures and/or Floats)</i>			
	Hire Date	Tier 1 (10 days)	Tier 2 (12 days)	Tier 3 (14 days)	Separation Date <sup>5</sup>	Tier 1 (10 days)	Tier 2 (12 days)	Tier 3 (14 days)
		Hours	Hours	Hours		Hours	Hours	Hours
August <sup>1</sup> 9/16/11	7/1/11-9/16/11	80	96	112	7/1/11-9/15/11	0	0	0
	9/17/11-11/25/11	72	88	104	9/16/11-11/24/11	8	8	8
11/25/11	11/26/11-1/31/12	64	80	96	11/25/11-3/22/12	16	24	24
	2/1/12-3/23/12			88				
3/23/12	3/24/12-5/25/12	56	72	80	3/23/12-5/24/12	24	32	40
5/25/12	5/26/12-6/30/12	48	64	72	5/25/12-8/16/12	32	40	48
	7/1/12-8/17/12	48	56	64				
8/17/12	8/18/12-10/19/12	40	48	56	8/17/12-10/18/12	40	48	56
10/19/12	10/20/12-11/23/12	32	40	48	10/19/12-11/22/12	48	56	64
11/23/12	11/24/12-1/18/13	24	32	40	11/23/12-1/17/13	56	64	80
1/18/13	1/19/13-3/31/13	16	24 <sup>2</sup>	32 <sup>2</sup>	1/18/13-2/28/13	64	80	96
	4/1/13-4/19/13			24 <sup>2</sup>	3/1/13-3/31/13	80 <sup>6</sup>	96 <sup>6</sup>	112 <sup>6</sup>
4/19/13 5/24/13	4/20/13-5/24/13	8	16 <sup>2</sup>	16 <sup>2</sup>	4/1/13-6/30/13	80 <sup>6</sup>	96 <sup>6</sup>	112 <sup>6</sup>
	5/25/13-6/30/13	0	0 <sup>3</sup>	0 <sup>3</sup>				

***This chart calculates the mandatory unpaid time obligation for new hire employees and the minimum required obligation for separating employees. Fixed closures may vary for some Agencies; employee obligation will be reduced according to the Agency's fixed closures. Chart reflects unpaid time off reduced in 8-hour increments (full-time regular work schedule). Employees on an alternative work schedule or flexible work schedule may take the unpaid time off as their shift and their obligation hours shall be reduced accordingly. Additional or specific requirements are specified in any applicable collective bargaining agreement and/or by policy.***

**FOOTNOTES:**

- <sup>1</sup> 8/19/11 was a fixed closure for some represented agencies instead of 9/16/11. For those agencies, the New Hire obligation would be reduced by one day beginning 8/19/11. Also, on the Separating Employee Chart the obligation for taking one day began on 8/19/11, instead of 9/16/11.
- <sup>2</sup> The mandatory unpaid time off obligation exceeds the number of remaining closure dates because the employee has float days.
- <sup>3</sup> The float mandatory time off will not be required for an employee hired after 5/24/13.
- <sup>4</sup> Employees who retire or separate from the State prior to the end of the biennium are required to schedule and take the number of mandatory unpaid time off days identified for their separation date prior to separating.
- <sup>5</sup> Break points for separation dates are based either on closure dates or the end of the biennium time when obligations are to be completed.
- <sup>6</sup> Separating employees should have taken the total required number of mandatory unpaid time off obligation by 3/31/13, unless the employee observes closure days. If the employee observes closures, the obligation on 4/1/13 would be 8, 10, and 12, respectively. After the 4/19/13 closure date, the obligation would be 9, 11 and 13, respectively, and after the 5/24/13 closure date the obligation would be fully completed with 10, 12 and 14 days respectively.

## LETTER OF AGREEMENT STEP INCREASES

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

The parties agree to the following:

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

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

## LETTER OF AGREEMENT - ALTERNATIVES TO LAYOFF

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

The parties agree to the following:

1. When the Agency believes that a lack of funds requires a layoff, the Agency will notify the Union no fewer than fifteen (15) calendar days before the Agency issues initial layoff notices. The parties will meet, if requested by either the Agency or Union, to consider alternatives to layoffs such as voluntary reductions in hours or workdays, temporary interruptions of employment or other voluntary employment options. Alternatives to the layoffs shall require mutual agreement between the Agency and Union. In the absence of any mutual agreement, the Agency will implement layoff procedures consistent with the current applicable agreement.
2.
  - A. Agency and Union discussions under this agreement shall not constitute interim bargaining under the Public Employees Collective Bargaining Act. The parties shall not be required to use the dispute resolution procedures contained in the Public Employees Collective Bargaining Act.
  - B. All discussions that take place under this agreement shall not be subject to Article 9 (Complete Agreement/Past Practice) in the Real Estate Agency/AFSCME Agreement; Article 1 (Recognition) in the Oregon State Police Support Unit/AFSCME Agreement; Article 10 (Complete Agreement/Past Practices) in the Oregon Liquor Control Commission/AFSCME Agreement; and Article 9 (Complete Agreement/Past Practice) in the Construction Contractors Board/AFSCME Agreement.

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

#### LETTER OF AGREEMENT - DURATION OF LAYOFF LISTS

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

The parties agree to the following:

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

For recall purposes under Article 24 (Layoff), the terms of eligibility for candidates placed on the Agency Layoff List and Secondary Recall List shall be three (3) years from the date of placement on the Agency Layoff List and Secondary Recall List. The third year extension for recall shall not affect timelines or other terms and conditions of the agreement except the following conditions shall apply for any candidate who is recalled after the two (2) years, but before the end of the third year:

- Seniority shall be adjusted by the amount of break in service.
- The candidate shall be paid at the same salary step at which such candidate was being paid at the time of layoff.
- The Recognized Service Date (RSD) will be adjusted by the amount of the break in service and vacation accrual rates will resume at the candidate's rate at the time of layoff.
- The Salary Eligibility Date will be adjusted by the amount of break in service.
- Any candidate who is recalled after the initial two (2) year period will be subject to all provisions of trial service in all local agreements except that trial service will be for ninety (90) days.

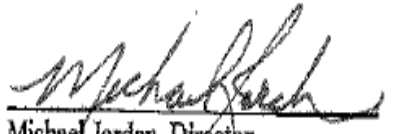
This agreement shall apply to all employees on the Agency Layoff List and the Secondary Recall List upon execution of the agreement as well as anyone laid off during the term of this agreement.

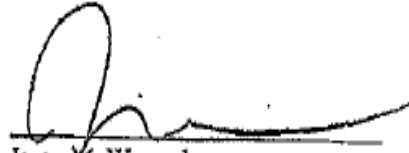
This agreement shall sunset on June 30, 2013. However, an employee laid off shall remain on the Agency Layoff List and Secondary Recall List pursuant to the terms of this agreement, if not removed from the list.


Signed this 11<sup>th</sup> day of November, 2011, at Salem, Oregon.


FOR THE STATE OF OREGON

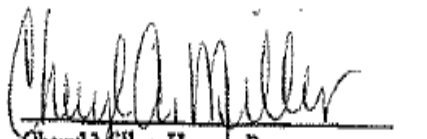
FOR THE AMERICAN FEDERATION OF  
STATE, COUNTY & MUNICIPAL EMPLOYEES

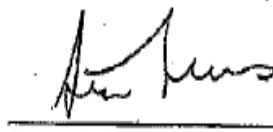
  
Michael Jordan, Director  
Department of Administrative Services

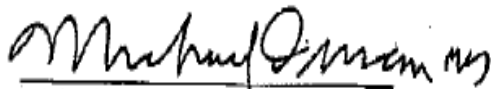
  
Jason M. Woyand  
Legal Counsel, AFSCME Council 75

  
Craig Cowan, Labor Relations Manager  
Human Resource Services Division  
Department of Administrative Services

  
Kay Reichlin, M.D. 12/14/11 (contingent  
President, Local 3327 on date given below  
12/1/11, not March 1, 2012.)

  
Cheryl Miller, Human Resources  
Manager, Oregon Health Authority/OSH

  
Steven Fritz, M.D.  
Bargaining Team Member

  
Michael Duran MD, Chief of Psychiatry  
Oregon Health Authority/ OSH