

2007-2009



COLLECTIVE
BARGAINING
AGREEMENT

Between

THE STATE OF OREGON
DEPARTMENT OF ADMINISTRATIVE SERVICES

on behalf of

THE DEPARTMENT OF CORRECTIONS
SECURITY EMPLOYEES

and the

AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES

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1 **ARTICLE 1 - SCOPE OF AGREEMENT**

2
3 **Section 1.**

4 This Agreement is made and entered into by and between the State of Oregon (hereinafter the
5 "Employer"), acting through its Department of Administrative Services, Labor Relations Unit on behalf
6 of the Department of Corrections (hereinafter the "Agency"), and the American Federation of State,
7 County, and Municipal Employees Council 75 (AFL-CIO) (hereinafter the "Union"), and is binding upon
8 the Union Agency and the Employer and all designated representatives of the Union, Agency and the
9 Employer.

10
11 **Section 2.**

12 The Agency recognize the Union as the sole and exclusive bargaining agent for the employees
13 within the certified or recognized bargaining units. All aspects of the employees' wages, hours, and
14 other terms and conditions of employment shall be determined by this Agreement, except in regard to
15 recruitment and selection of applicants for initial appointment to State service. The terms and
16 conditions of employment set forth in this Agreement shall apply to all classified positions (except
17 temporary positions and those positions excludable by ORS 243.650) within the appropriate bargaining
18 units within the Department of Corrections which are:

19 All employees in the strike prohibited classifications of Correctional Officer, Correctional Corporal and
20 Correctional Sergeant within the Department of Corrections, excluding supervisory, managerial and
21 confidential employees as defined in ORS 243.650, temporary employees and employees represented
22 by the Association of Oregon Corrections Employees at Oregon State Penitentiary, Oregon State
23 Correction Institution, South Fork Forest Camp and Mill Creek Correctional Facility.

24 **Section 3.**

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

1 Section 4.

2 This contract incorporates the sole and complete Agreement between the Agency and the
3 Union resulting from negotiations held pursuant to the provisions of ORS 243.650 et seq and
4 supersedes all prior labor contracts. It is acknowledged that during negotiations which resulted in this
5 Agreement, each party had the unlimited right and opportunity to make demands and proposals with
6 respect to any subject or matter appropriate for collective bargaining and that the understandings and
7 agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this
8 Agreement. It shall not be modified in whole or in part except by another written instrument duly
9 executed by the parties.

10
11 Section 5.

12 a. The parties agree that the Human Resource Services Division Personnel Policies and
13 Agency Procedures relating to their implementation are without effect upon the Agency or members of
14 the bargaining units.

15 b. Other policies, procedures, and rules of the Agency which directly relate to mandatory
16 subjects of bargaining as defined by statute and which affect bargaining unit members on the day this
17 Agreement becomes effective shall be continued, unless modified or deleted elsewhere in this
18 Agreement. Should the Agency wish to change such a policy, procedure, or rule, or to issue a new
19 one, notice will be given to the Union. If the Union believes the policy, procedure, or rule to be
20 unreasonable, then within seven (7) days of the date upon which the Union knows, or by reasonable
21 diligence should have known, of the subject action, the Union shall request that the Agency meet to
22 discuss the issue.

23 c. Such meeting shall occur within fifteen (15) days of:

- 24 1. Agreement that the issue is a mandatory subject, or
- 25 2. An Employment Relations Board ruling that the issue is a mandatory subject of
26 bargaining.

27 If agreement which alters the policy, procedure or rule is reached, it shall be reduced to writing
28 and signed by both parties. If the parties are unable to reach an agreement within fourteen (14) days
29 following the Level C meeting and the Union continues to believe the policy, procedure, or rule to be
30 unreasonable, it shall notify the Agency in writing of its intent to submit the matter to interest arbitration.

31 Such written notification must be made during the fifteen (15)-day period immediately following the
32 above mentioned fourteen (14)-day period. Failure to file such written notification within the prescribed
33 time shall be understood by both parties to waive the Union's right to any further objection.

34 d. The parties shall meet within the five (5) days immediately following receipt of
35 notification of the Union's desire to arbitrate and select an arbitrator. Selection of an arbitrator shall be
36 as prescribed in Article 51, Grievance and Arbitration.

1 e. The parties agree that the decision or award of the arbitrator shall be final and binding
2 on each of the parties and that they will abide thereby, unless the award is vacated pursuant to statute.
3 The power of the arbitrator in this process shall be limited to determine whether the policy, procedure,
4 or rule is unreasonable.

5 If the arbitrator's ruling is that the policy, procedure, or rule is unreasonable, the Agency shall
6 immediately withdraw the policy, procedure or rule.

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

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

14

1 **ARTICLE 2 - TERM OF AGREEMENT**

2

3 **Section 1.**

4 This Agreement, and attachments hereto, shall be in full force and effect from the date of
5 signing of this Agreement, unless otherwise indicated in this Agreement, through June 30, 2009.

6

7 **Section 2.**

8 The Union will notify the Agency of its selected representatives by December 15, 2008. The
9 bargaining team shall consist of one (1) member from each local covered by the terms of this
10 Agreement. The Union may utilize up to one hundred (100) hours leave with pay per designated
11 bargaining team representative for the purpose of actual negotiations. The one hundred (100) hours
12 may be increased by mutual agreement of the employer and union.

13

14 **Section 3.**

15 Negotiations for a successor agreement will commence between January 2, 2009, and
16 February 15, 2009, or sooner upon mutual agreement of the parties.

1 **ARTICLE 3 - UNION SECURITY**

2
3 **Section 1. New Employees.**

4 The Agency agrees to inform all new employees hired into positions included in the bargaining
5 unit of the Union's exclusive recognition, and shall provide all present and future employees in the
6 bargaining unit with a copy of its Agreement, provided the parties shall share equally in the costs of
7 preparation and distribution of the Agreement. The Agency agrees to allow duly certified Union
8 Representatives thirty (30) minutes, when new employee orientation classes are held, to speak to new
9 employees about the Union's exclusive recognition, its benefits, and services available to the
10 membership. This time will not be used for discussion of labor-management disputes.

11 If the Union Representative is an employee of the institution, the representative will be allowed
12 time off without loss of pay to make the presentation.

13
14 **Section 2. Union Access.**

15 Accredited representatives of the Local, District Council 75, or International American
16 Federation of State, County and Municipal Employees, AFL-CIO, upon proper introduction and notice,
17 shall have reasonable access to the premises of the Agency during all working hours to conduct Union
18 business (with appropriate observation of the security regulations of the Agency). During periods of
19 bona fide emergency, this provision may be temporarily suspended by the Agency as required for the
20 duration of the emergency.

21
22 **Section 3.**

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

25 All policies, procedures, and rules, and all provisions of this Agreement shall be applied
26 equitably among employees to whom they apply.

27
28 **Section 4. Stewards.**

29 The Union may select, and shall certify in writing to the Agency, employees to act as Union
30 Stewards. Stewards shall have authority to investigate and resolve grievances and to distribute Union
31 informational material provided that such activity does not interfere with the regular work routine with
32 prior approval of management. The investigation and processing of employee grievances will be
33 permitted during working hours without loss of compensation. If the permitted activities would interfere
34 with either the Steward's or the grievant's duties, management shall, within the next working day,
35 arrange a mutually satisfactory time for the requested activities. Time spent in grievance activities
36 without the proper notification and release by an appropriate supervisor involved will be considered

1 unauthorized leave without pay for both the Steward and the grievant. An employee may request and
2 have present a Shop Steward or Union Representative at any formal discussion on disciplinary
3 actions, or grievance proceedings, or any other matter that might adversely and substantially affect
4 their future employment, pay, or chances for promotion.

5 Management will provide written notification to an officer of the Local Union and the Union
6 Business Agent of an impending disciplinary action (suspension, reduction, demotion or dismissal)
7 against an employee.

8
9 Section 5. Union Business Leave.

10 AFSCME shall indemnify and hold the State and Agency harmless against any and all claims,
11 damages, suits, or other forms of liability which may arise out of any action taken or not taken by the
12 Employer and/or Agency for the purpose of complying with this provision.

13 For Short and Long Term leave, AFSCME shall, within thirty (30) days of payment to the
14 employee, reimburse the Agency for payment of appropriate salary, benefits, paid leave time, pension,
15 and all other employer-related costs.

16 Union Business Leave does not constitute a break in service.

17 a. Short Term

18 Upon written request from the Executive Director of AFSCME Council 75 to DAS Labor
19 Relations Unit, members shall be given release time from his/her position for the performance of Union
20 duties.

21 Not to exceed a maximum of four (4) employees at any one time, employees elected to
22 Union office or otherwise selected by the Union to conduct Union business that takes them away from
23 their employment may be granted leave without pay or leave with pay reimbursed by the appropriate
24 AFSCME local 2376, within thirty (30) days of receipt of billing, to the Agency for a reasonable period
25 of time not to exceed seven (7) working days, upon seven (7) days' advance notice by the Union. The
26 determination for granting such leave shall be made by the Agency based on operational needs of the
27 Agency. Leave will be requested through the normal agency procedure.

28 b. Long Term

29 Upon written request from the Executive Director of AFSCME Council 75 to DAS Labor
30 Relations Unit, one (1) Local Security President or designee shall be given release time from his/her
31 position for a period of time up to one (1) year for the performance of Union duties directly related and
32 central to the collective bargaining relationship. Such requests will be granted unless the affected
33 Functional Unit can demonstrate that the employee's absence would adversely impact the operating
34 needs of the employee's work unit.

35 If the Agency cannot grant such leave based on lack of funding, the Union may offer to
36 reimburse, within thirty (30) days of receipt of billing, the Agency for required overtime costs (including:

1 salary, benefits, paid leave time, pensions and all other employer-related costs) to allow the
2 designated employee to take Union business leave. The Agency and the Union agree to meet and
3 discuss and clarify if any overtime costs are to be paid by the Union prior to the requested leave. If no
4 agreement is reached the employee's request may be denied.

5 c. Contract Administration

6 The Agency agrees to the attendance by the President or designee without loss of pay
7 at:

- 8 1. Joint Agency and Union grievance meetings where this individual is acting as
9 steward;
- 10 2. An employee request for representation by one (1) of these individuals to act as
11 steward;
- 12 3. Any other meeting where their presence is requested by management;
- 13 4. Other instances in accordance with past practice;
- 14 5. Arbitration hearings or other administrative hearings before the Employment
15 Relations Board directly involving the specific local.

16
17 Section 6. Communications.

18 a. The Agency agrees to furnish and maintain bulletin boards in convenient places to be
19 used by Union for the posting of official Union notices only. Union shall keep the bulletin boards neat
20 and orderly.

21 b. AFSCME may use the DOC internal mail system to communicate with AFSCME
22 represented employees at no cost to the employer. AFSCME will use its own supplies and equipment.
23 Distribution will be on their own time.

24 Use of the Internal Mail System must be consistent with DOC mail rules. Content shall conform
25 to standards for official business.

26 Monitoring of the Agreement will be reviewed at local labor/management meetings.

27 c. Upon written request, the Union may be allowed the use of the facilities of the Agency
28 for meetings in accordance with the past practices when available.

29 d. Where access to the DOC computer systems exist, the following communications are
30 authorized:

- 31 1. Two-way communication relative to bargaining unit business between officially
32 designated Union officers, management and member-to-member communication
33 will be consistent with DOC rule.
- 34 2. Use of the Internet shall be consistent with the DOC policy on acceptable use of
35 Electronic Information Systems.
- 36 3. Personal use as defined in DOC policy may include Union business.

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Section 7. Dues Deduction.

The Agency agrees to deduct the monthly membership dues from the pay of those employees who individually request such deductions in writing. The amount to be deducted shall be certified to the Agency 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 8. Fair Share.

The terms of the contract have been made for all employees in the bargaining unit, not solely for members of the Union. The parties recognize that it is fair that each employee in the bargaining unit should bear a fair share of the costs incurred by the Union in meeting its responsibilities as a recognized bargaining unit representative.

Each employee not exempt under recognition of this contract shall, within thirty (30) days of hire, have deducted monthly from their pay by the State, a sum equal to the amount of current Union dues. Such sum shall constitute the employee's dues if the employee is a member of the Union, or shall otherwise constitute that employee's fair and equitable contribution to the expenses of administering this contract on the employee's behalf by the Union. Such deduction shall be made only if accrued earnings are sufficient to cover the service fee after all other authorized payroll deductions have been made.

The deduction and disbursement to the Union of dues and service fees provided herein shall be accomplished monthly by the State and payment to the Union shall be made on or before the fifteenth day following the date such deductions were made.

Any employee who is a member of a bona fide religious organization which teaches as a doctrine of faith that payment of Union dues is wrong may follow the procedures allowed by State law to have in lieu of dues payment paid to a non-religious charity.

The Union shall indemnify and save the Agency 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 Agency for the purpose of complying with the provisions of this section.

Section 9. Employee Statistics.

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

1 the request. During January of each year, the Agency will provide the Union a report showing the total
2 number of current bargaining unit employees by gender, age and race.

3
4 **ARTICLE 4 - UNION/MANAGEMENT MEETINGS**

5
6 Section 1. Purpose.

7 The purpose of this Article is to promote harmonious relations between the parties.

8
9 Section 2. Meetings.

10 Either the Agency Head/Functional Unit Manager or the Union President may request a
11 meeting. Each party may designate desired representation to the extent that such absences from duty
12 do not cause a disruption of work or otherwise create a short staff situation. Off duty personnel
13 participating in such meetings must do so on their own time. The actual meeting time will be
14 established through mutual agreement. Refusal of either party to meet on a given subject does not
15 constitute a contract violation.

16
17 Section 3. Scope of Authority.

18 Meetings will be held for purpose of discussion only. This committee will not enter into a
19 binding agreement of any sort. The Committee may recommend agreements for signature to the
20 parties, which are defined as The Department of Administrative Services and AFSCME Council 75.
21 The Committee discussion may include all manner of local working conditions and non-disciplinary
22 grievance issues.

1 **ARTICLE 5 - LEGISLATIVE ACTION**

2

3 Provisions of this Agreement not requiring statutory changes or funding by the full legislature
4 before they can be put into effect shall be implemented on the effective date of this Agreement or the
5 date otherwise specified in this Agreement. Necessary bills for implementation of the other provisions
6 shall be submitted promptly by the Department of Administrative Services to the Legislative Assembly
7 and both parties shall jointly recommend passage of the funding and statutory changes.

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

10 If the Legislature fails to act or approve bills submitted under this Article, the parties shall
11 reconvene immediately to renegotiate an alternative provision.

1 **ARTICLE 6 - EFFECT OF LAWS AND RULES**

2

3 **Section 1.**

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

7

8 **Section 2. Liability in Civil Suits.**

9 The Agency agrees that any employee who has any civil action suit or proceeding brought
10 against the employee for causes resulting from acting in the employee's official capacity, duties or
11 employment in good faith and without malice, shall be given legal defense by the State of Oregon. The
12 Agency further agrees to provide written procedures which will outline the proper methods for
13 requesting this legal defense.

1 **ARTICLE 7 - SEPARABILITY OF PROVISIONS**

2

3 If any provision of this Agreement shall be found to be invalid by any court having jurisdiction in

4 respect, thereof, such findings as to such provision shall not affect the remainder of this Agreement,

5 and all other terms and provisions hereof shall continue in full force and effect as set forth herein. In

6 such event, the parties shall enter into immediate negotiations for the purpose of arriving at a mutually

7 satisfactory replacement for such term or provision.

8

9

1 **ARTICLE 9 - EQUAL OPPORTUNITY**

2
3 **Section 1.**

4 The Agency and the Union agree to continue their policies of not unlawfully discriminating
5 against any employee because of race, color, religion, sex, national origin, age, mental or physical
6 disability, marital status, political affiliation, or union activity. Neither will the Agency discriminate
7 based on sexual orientation.

8
9 **Section 2.**

10 Any complaint alleging unlawful discrimination based on race, color, religion, sex, national
11 origin, age, mental or physical disability, marital status or political affiliation which is brought to the
12 Union for processing will be submitted directly to the designated appointing authority. If such a
13 grievance is not satisfactorily resolved within thirty (30) days of its submission, it may be submitted to
14 the Bureau of Labor and Industries for resolution.

15
16 **Section 3.**

17 Complaints alleging discrimination based on sexual orientation may be submitted by the Union
18 to the Department of Administrative Services, Labor Relations Unit if not resolved by the Agency. The
19 Labor Relations Unit will review the complaint, attempt to resolve it, and issue its findings to the
20 Agency and the Union. Such complaints may not be advanced pursuant to Article 51.

21
22 **Section 4.**

23 If an employee has a grievance alleging unlawful discrimination based on union activity, it shall
24 be first pursued through the grievance procedure, however, the parties may mutually agree, in writing,
25 to waive arbitration on any such grievance allowing the matter to be resolved through the Employment
26 Relations Board.

27
28 **Section 5.**

29 For purposes of addressing inappropriate workplace behavior, the parties agree to adopt HRSD
30 Policy 50.010.03 (Maintaining Professional Workplace) to the Security bargaining unit after Union
31 review and bargaining, if necessary, on mandatory subjects to bargaining, if any. The implementation
32 and effectiveness of this subject shall be a 'standing agenda time' at each statewide
33 Labor/Management.

1 **ARTICLE 10 - MANAGEMENT RIGHTS**

2
3 The Union agrees that the Employer retains all inherent rights of management and hereby
4 recognizes the sole and exclusive right of the State of Oregon, as the Employer, to operate and
5 manage its affairs in accordance with its responsibilities to maintain efficient governmental operations.

6 The Employer retains all rights to direct the work of its employees, including, but not limited to, the
7 right to hire, promote, assign, transfer, demote, suspend, or discharge employees for proper cause; to
8 schedule work; determine the processes for accomplishing work; to relieve employees from duties
9 because of lack of work or for other legitimate reasons; to take action as necessary to carry out the
10 missions of the State; or determine the methods, means, and personnel by which operations are to be
11 carried on, except as modified or circumscribed by the terms of this Agreement. The retention of these
12 rights does not preclude any employee from filing a grievance, pursuant to Article 51, Grievance and
13 Arbitration, or seeking a review of the exercise of these rights, when it is alleged such exercise violates
14 provisions of this Agreement.
15

ARTICLE 11 - CONTRACTING OUT

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The Agency may determine to contract or subcontract work provided that, as to work which is presently and regularly performed by employees in the bargaining unit, the Agency agrees to notify the Union and negotiate the decision and impact of the pending action. It is specifically understood that such negotiations are not required in 1) emergency situations, 2) where the impact is minimal (and not mandatory), or 3) where the assignment of work currently being performed by the bargaining unit members is transferred to other State facilities.

1 **ARTICLE 12 - INSURANCE**

2
3 An Employer contribution will be made for each eligible employee who has at least eighty (80)
4 paid regular hours in the month.

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

8 Effective January 1, 2007 and through December 31, 2008, the Employer shall make a
9 contribution sufficient to cover the premium costs for PEBB health, dental and basic life benefits
10 chosen by each eligible full time employee.

11 For plan year January 1, 2009 through December 31, 2009, the Employer will increase its
12 monthly contribution by up to twelve percent (12%) of the actual monthly composite resulting from plan
13 year 2008 should the cost of insurance premiums increase by that amount or more.

14 Should rates for 2009 exceed the Employer contribution, the parties shall jointly petition the
15 Public Employees Benefits Board to use reserve funding to support any premium increase above
16 twelve percent (12%). In the event the premium increase in excess of twelve percent (12%) is not
17 covered by PEBB reserves, the Employer will provide written notice to the Union of the anticipated
18 increases. The Union will then provide the Employer written notice which one of the following two (2)
19 options to implement:

20
21 Option #1: The three and two tenths (3.2%) salary schedule adjustment scheduled for November 1,
22 2008 shall be reduced by one quarter (0.25%) for each one percent (1%) increase in premiums over
23 twelve percent (12%).

24
25 Option #2: The three and two tenths percent (3.2%) salary schedule adjustment scheduled for
26 November 1, 2008 shall be delayed by a period of months sufficient to cover the unanticipated
27 increase.

28
29 **ARTICLE 13 - SALARY AND WAGES**

30
31 **Section 1. Public Employees Retirement System ("PERS") Members.**

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

35 **Retirement Contributions.** On behalf of employees, the State will continue to "pick up" the six
36 percent (6%) employee contribution, payable pursuant to law. The parties acknowledge that various

1 challenges have been filed that contest the lawfulness, including the constitutionality, of various
2 aspects of PERS reform legislation enacted by the 2003 Legislative Assembly, including Chapters 67
3 (HB 2003) and 68 (HB 2004) of Oregon Laws 2003 (“PERS Litigation”). Nothing in this Agreement
4 shall constitute a waiver of any party’s rights, claims or defenses with respect to the PERS Litigation.
5

6 Section 2. Oregon Public Service Retirement Plan Pension Program Members.

7 For purposes of this Section 2, “employee” means an employee who is employed by the State
8 on or after August 29, 2003 and who is not eligible to receive benefits under ORS Chapter 238 for
9 service with the State pursuant to Section 2 of Chapter 733, Oregon Laws 2003.
10

11 Contributions to Individual Account Programs. As of the date that an employee becomes a
12 member of the Individual Account Program established by Section 29 of Chapter 733, Oregon Laws
13 2003, and pursuant to Section 3 of that same chapter, the State will pay an amount equal to six
14 percent (6%) of the employee’s monthly salary, not to be deducted from the salary, as the employee’s
15 contribution to the employee’s account in that program. The employee’s contributions paid by the
16 State under this Section 2 shall not be considered to be “salary” for the purposes of determining the
17 amount of employee contributions required to be contributed pursuant to Section 32 of Chapter 733,
18 Oregon Laws 2003.
19

20 Section 3. Effect of Changes in Law (Other than PERS Litigation).

21 In the event that the State’s payment of a six percent (6%) employee contribution under Section
22 1 or under Section 2, as applicable, must be discontinued due to a change in law, valid ballot measure,
23 constitutional amendment, or a final, non-appealable judgment from a court of competent jurisdiction
24 (other than in the PERS Litigation), the State shall increase by six percent (6%) the base salary rates
25 for each classification in the salary schedules in lieu of the six percent (6%) pick-up. This transition
26 shall be done in a manner to assure continuous payment of either the six percent (6%) contribution or
27 a six percent (6%) salary increase.

28 For the reasons indicated above, or by mutual agreement, if the State ceases paying the
29 applicable six percent (6%) pickup and instead provides a salary increase for eligible bargaining unit
30 employees during the term of the Agreement, and bargaining unit employees are able, under then-
31 existing law, to make their own six percent (6%) contributions to their PERS account or the Individual
32 Account Program account, as applicable, such employees’ contributions shall be treated as “pre-tax”
33 contributions pursuant to Internal Revenue Code, Section 414(h)(2).
34

35 Section 4. Salary Adjustments.

- 36 a. Effective July 1, 2007: 3% across the board increase.

- 1 b. Effective July 1, 2008: Adjust the salary steps of the AFSCME Security Unit pay rates to be
2 the same as the AOCE Compensation Plan for Correctional Officer, Corporal and Sergeant
3 classifications. This provision shall be applied before the July 1, 2008 selective salary
4 adjustment is applied. This provision shall not pyramid on the July 1, 2007 three percent
5 (3%) salary increase.
- 6 c. Effective July 1, 2008: 1 range selective salary adjustment for Correctional Officer (SR16 to
7 SR17), Corporal (SR 17 to SR 18) and Sergeant (SR 19 to SR 20) using the least cost
8 implementation procedure. All employees will retain their current salary rate in the new
9 salary range exception employees whose current rate is below the first step of the new
10 range shall be moved to the first step in the new and a new salary eligibility date of July 1,
11 2009 will be assigned. For an employee whose rate is within the new salary range but not
12 at a corresponding salary step, his/her salary shall be adjusted to the next rate closest to
13 their salary effective July 1, 2008.
- 14 d. Effective November 1, 2008: 3.2% across the board increase.
- 15 e. Effective at 11:59PM on June 30, 2009 the Employer shall add an additional salary step at
16 the top of each salary range and remove the lowest step of each salary range in all job
17 classifications in the bargaining unit. Employees shall be eligible to advance to the next
18 highest step in their respective salary ranges, assuming that they otherwise qualify for a
19 step increase based on standard performance criteria, on their first salary eligibility after
20 June 30, 2009. Employees whose rate is below the first step of the classification's pay
21 range following the June 30, 2009 adjustment shall be moved to the next first step effective
22 July 1, 2009 and new salary eligibility date of July 1, 2010 shall be assigned.
- 23

24 Section 5. Recoupment of Wage and Benefit Overpayments/Underpayments.

25 a. Overpayments. In the event that an employee receives wages or benefits from the
26 Agency to which the employee is not entitled, regardless of whether the employee knew or should
27 have known of the overpayment, the Agency shall notify the employee in writing of the overpayment
28 which will include information supporting that an overpayment exists and the amount of wages and/or
29 benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following
30 shall apply.

31 1. The employee with or without Union representation and the Agency shall meet
32 and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days
33 following written notification. The employee, with or without Union representation and the Agency shall
34 meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) days following
35 written notification.

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

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

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

16 5. The Agency shall not attempt to correct any overpayment to employees
17 discovered older than two (2) years from notification.

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

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

1 **ARTICLE 14 - SALARY ADMINISTRATION**

2
3 **Section 1.**

4 Salary eligibility date is defined as the date an employee is eligible for an annual performance
5 pay increase. The salary eligibility date is computed from the date of hire. Employees shall be eligible
6 for annual performance pay increases on the employees' salary eligibility date provided the employee
7 is not at the top step of the salary range of the employees' classification. The employee may be
8 denied the annual performance pay increase if there has been a serious performance or attendance
9 problem. Denials are subject to review within six (6) months. Denials may be grieved under the
10 provisions of Article 51.

11
12 **Section 2.**

13 Any employee requiring an emergency draw shall be authorized once during the term of this
14 Agreement to make such a draw without explanation. Additional draws may be requested in accord
15 with existing policy and will be considered on a case-by-case basis.

16
17 **Section 3. Submission of Salary Increases.**

- 18 (a) For employees initially hired to state service, the salary eligibility date shall be set one
19 (1) year from date of hire. However, an employee's salary eligibility date may only
20 change because of employment actions as a result of reallocations, trial service
21 extensions as provided in Article 41:1, promotions, demotions, reemployments,
22 reclassifications or leaves without pay in excess of thirty (30) days except those
23 leaves protected by federal or state law (FMLA, military, workers compensation).
- 24 (b) Salary increases to correct errors or oversights and retroactive payments resulting from
25 grievance settlements will be authorized. In no event shall any retroactivity exceed
26 twelve (12) months from the date upon which the oversight or error is brought to
27 management's attention in writing, or, in the case of a grievance settlement, the date
28 the grievance was filed in writing.

29
30 **Section 4. Salary on Promotion.**

31 An employee shall be given an increase to the next higher rate in the new salary range effective
32 on the date of the promotion and the employee's salary eligibility date shall be set for six (6) calendar
33 months after the date of promotion. Upon successful completion of promotional trail service, the
34 employee will receive a salary increase and annually thereafter until the employee reaches the top
35 step of the range.

1 Section 5. Salary on Demotion.

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

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

12 Whenever an employee demotes to a job classification in a lower range, but the employee's
13 previous salary is above the highest step for that range, the employee shall be paid at the highest step
14 in the new salary range.

15 This Section shall not apply to demotions resulting from official disciplinary actions.
16

17 Section 6. Effect of Break in Service.

18 When an employee separates from State service and subsequently returns to the State service
19 (except as a temporary employee), the employee's salary eligibility date shall be determined by the
20 Agency as follows:

- 21 a. Return from Layoff List. When a former employee who was laid off is recalled, the
22 employee will be paid at the step they were at the time of layoff. Employee's previous
23 salary eligibility date adjusted by the amount of break in service shall be restored.
- 24 b. Return from Reemployment. When a former employee is reemployed to a position in
25 the same class in which the employee was previously employed or in a related class
26 with the same salary range, the employee may be paid at or below the step at which the
27 employee was being paid at the time of termination. If an employee is reemployed in a
28 position in a class with a lower salary range than that of the employee's previous
29 position, the employee may be paid at any step in the lower salary range not exceeding
30 the rate the employee was being paid in the higher class, except where exceptional
31 circumstances justify payment of a higher rate. The previous eligibility date adjusted by
32 the amount of break in service shall represent the salary eligibility date following return

1 **ARTICLE 15 - OVERTIME**

2
3 **Section 1.**

4 All time for which an employee is compensated at the regular straight time rate of pay, except
5 on-call time but including holiday time off, compensatory time off, and other paid leave, shall be
6 counted as time worked.

7
8 **Section 2.**

9 Overtime for employees working a regular workweek is time worked in excess of eight (8) hours
10 per day or forty (40) hours per week within the employee's basic workweek.

11 Overtime for employees working an irregular work schedule four/ten (4/10) is time worked in
12 excess of the scheduled hours per day or forty (40) hours per week within the employee's basic
13 workweek.

14 Time worked beyond regular schedule by employees scheduled for less than eight (8) hours
15 per day or forty (40) hours per week is additional straight time worked rather than overtime until work
16 exceeds eight (8) hours per day or forty (40) hours per week within the employee's basic workweek.

17
18 **Section 3. Shift Change Penalty.**

19 Except for shift changes requested by the employee, if a shift change requires that an
20 employee work more than five (5) consecutive days, the employee will be compensated at the rate of
21 time and one-half (1-1/2) for all hours worked in excess of forty (40) hours within the employee's prior
22 work- week. If an employee is required to work more than eight (8) hours in any twenty-four (24)-hour
23 period, the employee shall be paid at the overtime rate for all hours in excess of eight (8) during that
24 same twenty-four (24)-hour period. Employee workweek is defined as the seven (7)-day period
25 beginning with the employee's first scheduled workday.

26 Shift change penalty for working more than eight (8) hours in a twenty-four (24)-hour period
27 does not apply for shift and day off bid or requested by employees which have different starting times.

28
29 **Section 4.**

30 Overtime shall be paid at the rate of time and one-half (1-1/2). The form of compensation for
31 overtime shall be pay or compensatory time off. If compensatory time is used, it shall be credited at
32 the appropriate overtime rate. Any compensatory time accrued in excess of eighty (80) hours will be
33 paid off within the pay period of the month following the month in which it is accrued.

34 No application of this Article shall be construed or interpreted to provide for compensation for
35 overtime at a rate exceeding time and one-half (1-1/2), or to effect a "pyramiding" of overtime, i.e., time
36 and one-half (1-1/2).

1 Overtime shall be voluntary except during periods of emergency or unless management is
2 unable to fill a work assignment by voluntary means.

3
4 Section 5. Exemptions from Overtime.

5 All employees who are exempt from overtime under the standards established by the FLSA
6 shall be excluded from overtime. The Agency and the Union shall apply FLSA standards to reach
7 agreement upon exempt employees.

8 Grievances which grieve the eligibility of employees for overtime shall follow the procedure in
9 Article 51, Grievance and Arbitration, Steps 1 and 2. If the grievance is still unresolved after Step 2,
10 the affected employee may file a charge with the Bureau of Labor and Industries (BOLI), Wage and
11 Hour Division, or with the U.S. Department of Labor (DOL).

12
13 Section 6.

14 Any employee assigned to escort inmates out of State will be compensated eight (8) hours per
15 day at the straight time rate, and one and one-half (1-1/2) times the straight time rate for any hours
16 actually worked over eight (8) hours per day, unless escorting on the employee's regular day off,
17 where the employee shall receive overtime for the first eight (8) hours also.

18
19 Section 7.

20 Shift changes as a direct result of job bidding requiring the bidding employee to work more than
21 five (5) consecutive days will be compensated at the regular straight time rate of pay.

22 Section 8.

23 The parties agree that an employee's compensatory time is payment for work already
24 accomplished. Compensatory time may be used by the employee in lieu of vacation or sick leave.

25
26 Section 9. Distribution of Voluntary Overtime.

27 Volunteers will be sought by contact with all staff on shift followed by contact of a volunteer list
28 as determined by local labor/management committees. No employee shall be required to work more
29 than sixteen (16) hours of overtime per week unless there is an emergency or valid cause. The
30 method of assigning and limits on mandatory overtime and limits on voluntary overtime may be
31 determined by the local labor/management committees and formalized in a Letter of Agreement (LOA).

32 Voluntary overtime may be denied for valid cause. Mandatory overtime lists will be posted.

1 **ARTICLE 16 - DIFFERENTIALS**

2
3 **Section 1. Shift Differentials.**

4 Night shift differential shall apply to all bargaining unit members except part-time employees
5 working less than thirty-two (32) hours per month.

6 In order to qualify for night shift differential, an employee must be in a job classification which is
7 eligible for overtime compensation. This provision does not include FLSA-exempt employees, who
8 may be eligible for hour-for-hour compensation.

9 Effective upon ratification of this Agreement, an employee shall be paid a differential of
10 seventy-five cents (\$.75) per hour for all hours of any shift which starts between the hours of 12:00
11 noon and 3:00 a.m. A major portion of an hour is a period of thirty (30) minutes or greater.

12
13 **Section 2. Commercial Driver's License (CDL) Differential.**

14 In recognition of the Agency's past practice, the Agency shall reimburse employees for the
15 equivalent cost of an Oregon Class B Commercial Drivers License which shall include initial and
16 renewal licensing and examination fees who are required by the Agency to have a CDL for performing
17 duties. In addition, the Agency shall also reimburse an employee's insurance co-payment/fees for the
18 required physical examination to obtain the license.

19
20 **Section 3. Institution Staff Deployment (ISD) Differential.**

21 Employees assigned as staff relief (old RFM) will receive a differential of five percent (5%) of
22 base pay in lieu of other penalty pay. Penalty pay, for purposes of this agreement, refers to Article 15,
23 Section 3, shift differential, and work out-of-class compensation. Except for emergency situations or
24 as mutually agreed, the employee assigned as staff relief will be given seven (7) days advance notice
25 of shift and/or days off changes.

26
27 **Section 4. Bilingual Differential.**

28 When formally assigned in writing to interpret to or from another language to English will
29 receive a differential of five percent (5%) of base pay.

30
31 **Section 5. Incentive Plan.**

32 Employees who obtain an intermediate certification from DPSST shall have a premium of three
33 percent (3%) per month in addition to their base wages. Employees who obtain an advanced certificate
34 from DPSST shall have a premium of six percent (6%) per month in addition to their base wages
35 (above certificate premiums are non-cumulative). Employees may be required to complete one

1 physical for either the intermediate or advanced certificate, but not both. Employees who currently
2 have the intermediate or advanced certificate will not be subject to the physical.

3

4 Section 6. TERT / Hostage Negotiation Differential

5 Members of the TERT Team shall have a premium of two percent (2%) per month added to
6 their base wages. Effective January 1, 2006, staff assigned as Hostage Negotiators will be eligible for
7 the TERT Team two-percent (2%) premium differential.

8

1 **ARTICLE 17 - CALL-BACK TIME**

2

3 **Section 1.**

4 An employee who is called back to work outside the employee's regular shift, will receive
5 overtime compensation in accordance with the Overtime Article of this Agreement for hours actually
6 worked; but in no event will the employee be paid less than four (4) hours at the straight time rate of
7 pay.

8

9 **Section 2.**

10 This provision will not apply when call back results from employee oversight, i.e., taking home
11 necessary keys, equipment necessary at the Institution, etc. The provision does not prevent the
12 Agency from calling employees for information not requiring call back. The employee would not be
13 required to remain home or available unless on standby.

ARTICLE 18 - REPORTING PAY

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5

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

1 **ARTICLE 19 - ON-CALL**

2
3 **Section 1.**

4 Employees shall be paid one (1) hour of pay at second step of the correctional officer range for
5 every two (2) hours of assigned on-call duty.

6
7 **Section 2.**

8 Employees shall be on call when specifically assigned and required to be available for work
9 outside their normal working hours. Criteria for this status shall include the following conditions:

- 10
11 Restriction of movement (geographic)
12 Specified response time upon notification
13 Limits on actual use of on-call time
14 Disciplinary consequences for failing to respond

15
16 Pagers or similar technology does not trigger on-call status.

17
18 **Section 3.**

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

- 21 a. The Agency Appointing Authority or designated representative requires that an
22 employee be restricted to a work site or duty station for a specific period of time; and
23 b. The employee is required and must be prepared to commence full-time work if the need
24 arises.

25
26 **Section 4.**

27 An employee shall not be on call once the employee actually commences performing assigned
28 duties and receive the appropriate rate of pay for time worked.

29
30 **Section 5.**

31 No employee is eligible for any premium pay compensation while on call except as expressly
32 stated in this Article.

33
34 **Section 6.**

35 Employees who are exempt from overtime compensation shall be ineligible for on-call pay.
36

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Section 7.

On-call time shall not be counted as time worked in the computation of overtime compensation.

Section 8.

Employees on forest fire assignment who are off duty shall be considered on call unless the Employer notifies the employee otherwise.

1 **ARTICLE 20 - WORK OUT OF CLASSIFICATION**

2
3 **Section 1.**

4 When an employee is assigned in writing for a limited period to perform the duties of a position
5 at a higher level classification for five (5) consecutive calendar days or forty (40) consecutive straight
6 time hours, the employee shall be compensated for all hours worked beginning from the first day of the
7 assignment at a rate which is not less than the equivalent of one (1) step increase, or the first step of
8 the higher range, whichever is greater.

9
10 **Section 2.**

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

14
15 **Section 3.**

16 An employee who is underfilling a position shall be informed in writing of their underfill status,
17 the reasons for the underfill, and the requirements necessary for the employee to qualify for
18 reclassification to the allocated level. Upon gaining regular status and meeting the requirements for
19 the allocated level of the position, the employee shall be reclassified.

20
21 **Section 4.**

22 Assignments of work out-of-classification shall not be made in a manner which will subvert or
23 circumvent the administration of this Article. This higher class work will be entered into the employee's
24 personnel file and shall be used for annual performance appraisals and will be taken into consideration
25 by supervisors during promotional merit ratings.

1 **ARTICLE 21 - LEADWORK DIFFERENTIAL**

2
3 **Section 1.**

4 Leadwork differential shall be defined as a differential for employees who have been formally
5 assigned by their supervisor, in writing, "leadwork" duties over three (3) or more employees in their
6 classification or salary range for ten (10) consecutive calendar days or longer. Leadwork is where, on
7 a recurring daily basis, while performing essentially the same duties as the workers led, the employee
8 has been directed to perform substantially all of the following functions: to orient new employees, if
9 appropriate; assign and reassign tasks to accomplish prescribed work efficiently; give direction to
10 workers concerning work procedures; transmit established standards of performance to workers;
11 review work of employees for conformance to standards; and provide informal assessment of workers'
12 performance to the supervisor.

13
14 **Section 2.**

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

17
18 **Section 3.**

19 Leadwork differential shall not be computed at the rate of time and one-half (1-1/2) for the time
20 worked in an overtime or holiday work situation, or to effect a "pyramiding" of work out-of- classification
21 payment.

22
23 **Section 4.**

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

26
27 **Section 5.**

28 The employee who believes they are performing the duties of a leadworker as defined in
29 Section 1, may request a review of the duties as follows:

- 30 a. The employee shall notify their supervisor and appropriate Personnel Officer, in writing
31 for a review.
- 32 b. The supervisor, on behalf of the Agency, will respond to the employee in writing, within
33 fifteen (15) calendar days from the date of notification.
- 34 c. If it is the Agency's determination that the leadwork duties were assigned, the leadwork
35 differential will be effective the date the employee notified the supervisor.

- 1 d. If the Agency determines that the duties are not leadworker or wishes to remove the
- 2 duties, the employee will be notified as noted in "b" of this Article.
- 3

1 **ARTICLE 22 - TRAVEL AND MOVING EXPENSE**

2 **Section 1.**

3 Travel, mileage and moving expenses shall be reimbursed as per the Department of
4 Administrative Services Accounting Manual rate adjustments.

5
6 **Section 2.**

7 If the per diem rates are adjusted upward, the rates of this Article will be adjusted likewise.

8
9 **Section 3. Reimbursement of Expenses Incurred in Rescinded Transfer.**

10 An employee who is given written notice of transfer that is later rescinded shall be
11 compensated for all expenses incurred which are reimbursable under Section 1 of this Article. The
12 employee shall furnish the Agency with normally required receipts of expenses claimed when
13 requesting compensation.

1 **ARTICLE 23 - EMERGENCIES**

2

3 **Section 1.**

4 During periods of bona fide emergency, provisions of this contract regarding work assignments
5 and scheduling, job posting, and overtime scheduling may be temporarily suspended by the Agency as
6 required for the duration of the emergency. Appropriate notification of the emergency status will be
7 made to the Union or designee.

8

9 **Section 2.**

10 Emergency is defined as an unforeseen circumstance which may threaten the safety and
11 security of the public, inmates, employees and/or property.

12 This Section shall not be used by management to justify suspension of the above described
13 contract rights to meet the daily operational needs in filling unexpected shift vacancies due to
14 absences of scheduled staff which occur from time to time.

1 **ARTICLE 24 – USE OF ALCOHOL AND DRUGS**

2
3 **Section 1. Policy.**

4 The Department of Corrections and AFSCME agree the purpose of this Agreement on alcohol
5 and drug testing is to help ensure the work place is free from the effects of drug and alcohol abuse,
6 and to do so in a way as to protect each employee’s constitutional and statutory rights. The
7 Department of Corrections is committed to assisting regular status employees to overcome drug and
8 alcohol problems through appropriate treatment programs and, if necessary, disciplinary action. The
9 presence or treatment of a substance use problem will not excuse an employee from meeting
10 performance, safety or attendance standards or following other DOC instructions. Trial service
11 employees are not subject to the provisions of this Section.

12
13 **Section 2. Prohibited Conduct.**

14 The following conduct is prohibited:

- 15 a. The buying, selling, or providing, or possession for the purpose of buying, selling, or
16 providing controlled substances including marijuana while on Agency property or in
17 Agency vehicles or equipment, or during work hours, including paid rest and meal
18 periods.
- 19 b. Being under the influence of alcoholic intoxicants, or consuming alcoholic intoxicants
20 while in Agency vehicles or equipment at any time, or on Agency property, including rest
21 and meal periods.
- 22 c. Being at work with a blood alcohol content that reaches or exceeds .02% by
23 volume/weight of alcohol in the blood.
- 24 d. Possession of any controlled substance including marijuana while on Agency property
25 or in Agency vehicles or equipment at any time, including rest and meal periods.
26 However, this excludes substances that have been legally prescribed for an employee’s
27 own use.
- 28 e. Being at work under the influence of any controlled substance, including marijuana, or
29 having such substances present in the body while on Agency property or in Agency
30 vehicles or equipment at any time, including rest and meal periods. An employee has
31 controlled substance present in the body when the employee tests positive in blood or
32 urine tests administered by the Agency for drug and alcohol testing. An employee shall
33 be deemed to test positive for cannabinoids (marijuana or hashish) if his or her urine
34 test indicates fifty (50) or more nanograms THC metabolites/ml. However, this
35 excludes substances that have been prescribed for an employee’s own use.

- 1 f. Abusing any substance which is lawfully prescribed by regularly taking it in excessive
2 quantities or by unlawfully obtaining it for purposes of abuse.
- 3 g. For purposes of this Agreement, the term controlled substance shall be defined in
4 accordance with ORS 475.005(6).

5

6 Section 3. Under the Influence.

7 The term under the influence of controlled substances including marijuana or alcoholic
8 intoxicants covers not only all the well-known and easily recognized conditions and degrees of
9 impairment and intoxication, but any perceptible abnormal mental or physical condition which is the
10 result of indulging to any degree in controlled substances, marijuana or alcoholic intoxicants which
11 perceptibly tend to deprive the use of that clearness of intellect and control the employee would
12 otherwise possess.

13

14 Section 4. Discipline and Other Action.

15 Prohibited conduct described in Sections 2a and 2d above shall result in termination.
16 Prohibited conduct described in Sections 2b, 2c, 2e and 2f shall result in actions specified in Section 6
17 below.

18

19 Section 5. Reasonable Suspicion Testing.

20 a. Where the Agency has a reasonable suspicion that an employee is under the influence
21 of any alcoholic intoxicants or controlled substances, including marijuana, or has a controlled
22 substance, including marijuana, present in the body, the Agency may require that the employee
23 immediately consent and submit to field and impairment tests and sampling (blood, urine or
24 Breathalyzer test) at an approved laboratory. The Agency shall pay for the costs of the tests. A
25 refusal to consent and submit to any of these tests shall be deemed the same as a positive test result.

26 b. When the employee is notified he or she is required to consent and submit to such test,
27 or to searches as described in Section 8 of this Article, he or she may request the presence of a Union
28 representative to witness the tests or searches. The tests or searches may not be unduly delayed in
29 order to wait for a representative. The absence of a representative shall not be grounds for the
30 employee to refuse to consent and submit to such tests or searches, however the Agency shall make
31 every reasonable effort to provide a Union representative. The presence of a representative shall not
32 disrupt or interfere with the tests or searches.

33 c. Before a supervisor, acting on behalf of the Agency under this policy, may require an
34 employee to consent and submit to any test(s) specified in this section, the supervisor must first obtain
35 concurrence from the supervisor's department head or his designee that the information available to

1 the Agency about the subject employee is sufficient to determine reasonable suspicion that prohibited
2 conduct will be established as a result of such test(s).

3 d. The employee shall give consent to a blood, urine or Breathalyzer test by signing a
4 consent form. The form shall contain the following information:

- 5 1. Employees consent to release test results to the Agency;
- 6 2. The procedure for confirming an initial positive test result for a controlled
7 substance, including marijuana;
- 8 3. The consequences of a confirmed positive test result for a controlled substance,
9 including marijuana;
- 10 4. The consequences of a positive test for alcohol, including one at or above .02%
11 by volume/weight of alcohol in the blood;
- 12 5. A listing provided by the employee of legally prescribed and over-the-counter
13 medications which may be in the employee's body. At the employee's option,
14 this information may be submitted in a sealed envelope to be opened only by the
15 Medical Review Officer if the test result is positive;
- 16 6. The right to explain a confirmed positive test result for a controlled substance,
17 including marijuana, or a positive test for alcohol to the Medical Review Officer;
- 18 7. The right to have a Union representative present during the preliminary interview
19 and any follow-up investigation;
- 20 8. The consequences of refusing to consent to the blood, urine, or Breathalyzer
21 test.

22 e. The drug testing process shall be one that is scientifically proven to be at least as
23 accurate and valid as urinalysis using an immunoassay screening test, with all positive screening
24 results being confirmed utilizing gas chromatography/mass spectrometry before a sample is
25 considered positive. The alcohol testing process shall be one that is scientifically proven to be at least
26 as accurate and valid as (1) urinalysis using an enzymatic assay screening test, with the positive
27 screening results being confirmed using gas chromatography before a sample is considered positive,
28 or (2) breath sample testing using breath analyzing instruments which meet NIDA/SAMSHA testing
29 standards.

30 f. If a blood or urine test is confirmed as positive, the Agency will instruct the laboratory to
31 retain the blood or urine sample for a period of not less than thirty (30) calendar days from the date the
32 test results are communicated to the employee for the purpose of allowing the employee to conduct an
33 independent test of the sample at his or her own expense at a laboratory approved by the State of
34 Oregon.

35 g. The procedure followed under this Agreement to obtain, handle and store blood and
36 urine samples and to conduct laboratory tests shall be documented to establish procedural integrity

1 and chain of evidence. Such procedures shall be administered with due regard for the employee's
2 privacy and the need to maintain confidentiality of test results to an extent which is not inconsistent
3 with the needs of this policy. The employee shall be notified of the results of all tests conducted
4 pursuant to this policy. Additionally, all facts and circumstances upon which the reasonable suspicion
5 testing is based, shall be documented and given to the employee when he or she is notified of the test
6 results.

7
8 Section 6. Consequences of Test Results.

9 a. Test results which do not positively establish the employee has engaged in prohibited
10 conduct as described in Sections 2b, 2c, 2e or 2f of this Article shall result in no further action against
11 the employee related to an alleged violation of those sections. The employee shall be informed of
12 such test results in writing. Persons who do not test positive shall not have any record of the test
13 placed in his or her official personnel file. Working files may contain records of the observations which
14 led to the reasonable suspicion testing but not records of the test itself. If the employee subsequently
15 demonstrates similar behaviors, these records may be relied upon by the employer in disciplinary
16 proceedings.

17 b. If an employee who tests positive and has not previously committed prohibited conduct
18 specified in Sections 2b, 2c, 2e or 2f of this Article, the employee shall immediately submit to a medical
19 evaluation by a doctor selected and paid for by the Agency. The evaluation will determine the extent of
20 the employee's use of, and dependence on, the applicable substance(s) and, if necessary, recommend
21 an appropriate program of treatment, including but not limited to rehabilitation and counseling to
22 prevent future use. If a program of treatment is recommended by the doctor, the employee shall enroll
23 in it immediately. Failure by the employee to enroll in the recommended program or to complete it
24 successfully shall result in his or her termination from employment. The cost of such treatment shall
25 be at the employee's expense except as it may be covered by insurance. The employee may take
26 paid leave or leave without pay for the period of treatment.

27 c. The first instance of an alcohol test result of .02% to .039% shall not be considered a
28 positive test result for alcohol for the purpose of requiring a medical evaluation by a doctor. An
29 employee may use vacation and/or sick leave benefits for this time period. It will, however, require that
30 the employee be removed from duty until their next scheduled shift. An alcohol test result of a .04% or
31 greater will subject the employee to all provisions of this Agreement.

32 d. If an employee who tests positive and has previously committed prohibited conduct
33 specified in Sections 2b, 2c, 2e or 2f, and subsequently is found to have committed such prohibited
34 conduct a second time within three (3) years, he or she shall be subject to discipline up to and
35 including termination. The level of discipline imposed for subsequent instances of such prohibited
36 conduct beyond three (3) years may be termination but shall be determined on a case-by-case basis.

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Section 7. Voluntary Rehabilitation.

a. The primary objectives of the Agency's drug and alcohol policy are to maintain employee performance and good health and a safe work environment. If, prior to a requirement by the Agency that the employee submit to any of the tests specified in Section 5 of this Article, the employee notifies a supervisor he or she has drug or alcohol problems that require treatment, then in that event the employee shall immediately submit to a medical evaluation by a doctor selected and paid for by the Agency and shall enroll in a treatment program recommended by the doctor. An employee may seek such evaluation and treatment from the employee's own doctor, at the employee's expense. The employee shall notify the employer of the name of the doctor. An employee who enters rehabilitation and successfully completes rehabilitation under the terms of this paragraph shall not be subject to discipline. The cost of such treatment shall be at the employee's expense except as it may be covered by insurance. The employee may take paid leave or leave without pay for the period of treatment.

b. If an employee has previously enrolled in a voluntary rehabilitative treatment described in subsection a and subsequently again volunteers for such treatment in advance of being required to submit to any of these tests specified in Section 5 of this Article, then the employee shall immediately submit to a medical evaluation by a doctor selected and paid for by the Agency and shall successfully complete the treatment program recommended by the doctor. An employee may seek such evaluation and treatment from the employee's own doctor, at the employee's expense. The employee shall notify the employer of the name of the doctor. If the employee fails to complete the treatment program successfully, he or she shall be subject to discipline up to and including termination. The cost of such treatment shall be at the employee's expense except as it may be covered by insurance. The employee may take paid leave or leave without pay for the period of treatment.

Section 8. Searches.

The Agency reserves the right to conduct searches for any reason of Agency equipment or facilities generally, and may search anything or area in which the employee has an expectation of privacy (i.e., desk, locker, outer garment clothing or personal property) to the extent permitted by law. Refusal by the employee to submit to a lawful search shall result in termination.

Strip searches and frisk searches will be undertaken in the event of a criminal investigation and only for probable cause as determined by the investigating law enforcement agency.

Section 9. Consequences of Search Results.

a. Reasonable suspicion searches which do not reveal the presence of alcohol or controlled substances, including marijuana (but excluding any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse), shall result in no further action

1 against the employee related to an alleged violation of Section 2d. The employee shall be informed of
2 such search results in writing.

3 b. Searches which reveal the presence of alcohol or controlled substances, including
4 marijuana (but excluding any substance prescribed for the employee's use which has not been
5 obtained for the purpose of abuse), shall result in those consequences specified in Section 4 as
6 though a positive blood or confirmed urine test had been administered.

7 Section 10. Training.

8 The Agency recognizes that, in order to administer the standards and procedures set forth in
9 this Agreement fairly and to minimize the possibility of unwarranted testing and searches, supervisory
10 personnel shall receive training in how to recognize and deal effectively with substance abuse in the
11 work place. Accordingly, the Agency will provide such training to supervisors and designated Union
12 representatives before the requirements of this Agreement are implemented and enforced. Annual in-
13 service training and an updating program will be developed and administered to supervisory personnel
14 within the Agency.

15

16 Section 11. Emergencies.

17 In the event of emergency the Agency wishes to call out an employee to perform additional
18 duties and the employee has consumed intoxicants, the employee will notify his or her supervisor that
19 he or she has consumed intoxicants and is impaired and therefore is unable to report for duty.

20

1 **ARTICLE 25 - WORKING CONDITIONS**

2
3 **Section 1. Work Week.**

4 a. Workweek Defined. The workweek for the Institutions shall begin at 12:01 a.m. Sunday
5 and end at 12:00 Midnight the following Saturday.

6 All permanent full-time employees in the unit shall be scheduled for five (5) shifts of eight (8)
7 hours and two (2) consecutive days off within each workweek, or four (4) shifts of ten (10) hours and
8 three (3) consecutive days off within each workweek. Saturday and Sunday will be considered as
9 consecutive days off within the workweek.

10 b. Workweek Adjustments. If a variance from this paragraph is required in order to
11 accomplish the mission of the Institution, the Agency shall notify the Union of the reasons for the
12 change prior to its effective date and the Union shall be afforded an opportunity to comment and offer
13 alternative suggestions. If the Union feels the change is unreasonable, the matter may be processed
14 as a grievance.

15
16 **Section 2. Working Hours.**

17 a. Work Hours Defined. The standard workday shall be a period of twenty-four (24) hours,
18 containing eight (8) or ten (10) consecutive hours of work interrupted by rest and meal periods.

19 b. Rest Periods. Rest periods will normally consist of two (2), fifteen (15) minute breaks.
20 Rest periods preferably will occur between the second (2nd) and third (3rd) hours and the fifth (5th)
21 and sixth (6th) hours of the employee's shift. However, it is understood that breaks are not guaranteed
22 at regular and recurring intervals. Management agrees to make reasonable effort to allow rest breaks
23 where possible, but does not guarantee that breaks will be granted on every work shift or that they will
24 occur at regular and recurring intervals.

25 c. Security & Recreation staff. Where security and recreation staff have a past practice
26 allowing informal breaks to occur, that practice shall continue on a reasonable basis consistent with
27 Section 2b above.

28 d. Split Shifts. Computer generated work schedules will be reviewed and a good faith
29 effort made to minimize the number of schedules which contain split shifts.

30
31 **Section 3. Meal Periods at Institutions.**

32 a. Scheduling. A meal period shall be scheduled for each employee at approximately the
33 mid-period of the workday, as work permits. This period shall begin upon the employee being relieved
34 and shall end upon the employee's return to the work station.

35 b. Overtime. A reasonable meal period shall be allowed at the conclusion of a regular shift
36 when a security employee is required to work overtime shifts of at least four (4) hours beyond the

1 employee's regular shift. The Agency shall furnish the meal, and the time shall count as time worked.
2 If an employee is called back to work a full four (4)-hour overtime shift with less than two (2) hours
3 notice, the employee's meal will be furnished by the Agency.

4 c. Work Performed During Meal. A meal period shall be allowed each employee as work
5 permits. Employees who are not relieved from the employees' shift, and are required to remain in their
6 work area while eating, shall have such time counted as time worked. In no instance shall an
7 employee be required to use a meal period in excess of one (1) hour.

8 d. Cost of Meals. Meals are at the employee's expense. The Department shall provide
9 adequate dry and refrigerated storage for employees' meals.

10 11 Section 4. Clean-Up Time in Institution.

12 Except in emergencies, employees in the unit shall be allowed a reasonable amount of
13 clean-up time during duty hours, prior to meal breaks and completion of shift. Abuses of clean-up time
14 may be subject to disciplinary action.

15 16 Section 5. Vacation Relief.

17 The Agency will continue to use Correctional Officers to relieve other security staff on vacation
18 without penalty.

19 20 Section 6. Security Briefings.

21 Where security staff are required to attend security briefings prior to commencement of their
22 shift, it shall be counted as time worked and paid in accordance with Article 15, Overtime.

23 24 Section 7. Time Trades.

25 Employees may agree to time trades with other employees who are qualified to perform the
26 duties required in the course of the trade. Such agreement shall be in writing and signed by the
27 affected employees. Supervisors shall not withhold approval of time trades without valid cause.

28 Time trades are voluntary agreements between employees and shall not cause financial liability
29 to the employer. The employee's are individually responsible to ensure that the time trade occurs as
30 approved. The employee who fails to complete the trade as approved shall be charged with leave
31 without pay, unless other leave approved by the employee's supervisor.

32 Employees shall submit their trade requests seven (7) days in advance of the trade date. If a
33 trade is denied a brief explanation shall be provided on the form which will then be returned to the
34 employee.

35 All time trades shall be completed within a thirty (30)-day time period.

1 The notification deadline and/or the completion period may be extended or reduced at
2 individual functional units by mutual agreement between the local Union and the functional unit
3 Manager via the labor/management meeting process.

4 Institution Security Managers may reduce the minimum notification deadline or extend the
5 completion period at their discretion and with the agreement of the affected employee.

6 7 Section 8. Seniority.

8 For purposes of bidding under Article 25, Working Conditions, seniority is defined as time in
9 class in the security bargaining unit, except that employees in the bargaining unit on July 1, 1994, shall
10 retain the seniority date they have in their current position until such time as the employee leaves that
11 position.

12 The intent is that an employee in the AFSCME security series on July 1, 1994, keeps the
13 seniority date negotiated in the 1992-94 Agreement for as long as the employee remains in the
14 classification and functional unit the employee was in on that date. Once the employee leaves that
15 position by promoting to a higher classification in the security series, transferring to a position in the
16 same classification in another AFSCME-represented functional unit, or leaves the bargaining unit
17 security series for any reason and then returns, the employee's seniority date will be recomputed to
18 meet the definition of "time in class in the security bargaining unit." Seniority not sanctioned by this
19 Agreement will not be recognized.

20 21 Section 9. Shift Bidding Procedures by Functional Unit.

22 **Coffee Creek Correctional Facility**

23
24 Employees who have completed initial trial service may bid for shift and days off in order of
25 seniority as defined by Article 25, Section 8. Employees who fail to successfully bid, or who do not
26 apply to bid, will be assigned at the discretion of the institution's Management.

27 Bids will address only shift and days off. Bidding will occur every six (6) months, becoming
28 effective on the first Sunday of April and October. The Security Office shall post work schedules thirty
29 (30) calendar days prior to the rotation date.

30 The following definitions and practices are identified for shift and days off bidding:

- 31 1. Lateral Transfer – All employees that laterally transfer to CCCF from another agency
32 will have their seniority determined in accordance with Article 25, Section 8 of the 2005-
33 2007 collective bargaining agreement.
- 34 2. New Hires – All employees with the same hire date, will have their seniority determined
35 by lottery (i.e., individual employees from each affected new hire grouping will draw a
36 number).

1 Employees may submit up to three (3) bids. The new schedule will be posted no less than seven (7)
2 calendar days prior to the effective date.

3 The institution's management will make the specific daily work schedules and may remove or
4 deny an employee from a bid for valid cause.

5 b. Security of Personal Property. The Agency agrees to continue reasonable efforts to
6 provide security for employees authorized personal property.

7 c. Seniority. Shift and days off bidding will be in conformance with Section 8 of this Article.
8 The following clarifications are as follows:

9 New Hires – Newly hired employees with the same date of hire will have their seniority
10 determined by lottery drawing with a Union representative present.

11 Transfers – When a staff member transfers into CRCI with the same date of hire as an
12 existing staff member, the existing staff member shall be granted the higher seniority within the
13 classification.

14 Promotional Hires – When newly promoted staff have the same promotional hire date
15 their seniority will first be determined by total bargaining unit seniority. If bargaining unit seniority is
16 equal, total Agency time in the security series will be utilized to determine the higher seniority. If
17 seniority would still be the same, seniority will be determined by lottery drawing with a union
18 representative present.

19
20 **Deer Ridge Correctional Institution**

21
22 Employees who have completed initial trail service may bid shift and days off in order of
23 seniority as defined by Article 25, Section 8. Employees who fail to successfully bid, or who do not
24 submit a bid, will be assigned at the discretion of the Institution's Management.

25 Bids will address only shift and days off. Bidding will occur every six months, becoming
26 effective on the first Sunday of March and September. The Security Manager will post all available
27 shift and days off at least thirty (30) calendar days prior to the rotation date.

28 The following mechanics will be utilized for shift and days off bidding:

- 29 1. Lateral Transfers are calculated according to Article 25 Section 8 and credited with
30 AFSCME Security bargaining unit time in class for the purposes of their seniority
31 placement..
- 32 2. Employees with time in class with AOCE Security shall not be granted such time for the
33 purposes of their seniority in accordance with Article 25 Section 8 but will be placed ahead
34 of new hires hired on the same date without any ODOC experience..
- 35 3. Promotional Hires will have seniority determined first by effective date of promotion. If
36 groups of employees are promoted on the same date, the initial tie breaker will be total

1 AFSCME Security bargaining unit time. If that does not resolve the tie, then those
2 employees' seniority will be determined by a one time lottery drawing (i.e., individual
3 employees from each affected new hire grouping will draw a number).

- 4 4. New employees hired on the same date will have their seniority determined by a one time
5 lottery drawing.
- 6 5. When an employee transfers into DRCI with the same AFSCME Classification seniority as a
7 current DRCI employee, the current DRCI employee shall be granted the higher seniority.
- 8 6. The Tool and Key Control Sergeant shall be designated as an exempt post. No employee
9 may fill that assignment for more than two (2) consecutive years without a six month break
10 between assignments.

11
12 The mechanics of the bidding procedure will be determined at labor/management. All bids
13 must be in writing, signed by the bidding employee, and numbered by preference, if placing more than
14 one (1) bid. The results of the bids with seniority prevailing will be arranged into the master roster
15 template that generates the daily work schedules and will be posted no less than seven (7) calendar
16 days prior to the rotation date.

17
18 The Institution's management team will make the specific daily work schedules and may only
19 remove or deny an employee from their bid for valid cause.

20 Security of Personal Property – The agency agrees to continue reasonable efforts to provide
21 security for employees authorized personal property.

22 23 **Eastern Oregon Correctional Institution**

24
25 a. All security posts, except those specified as exempt, shall be included in the bid system
26 with seniority prevailing.

27 b. All security section posts not exempt shall have an established rotation period of six (6)
28 months as existed on July 1, 2001. A rotation period can be changed to three (3) months at the
29 discretion of the Institution, however the Union can grieve the reasonableness of the decision under
30 paragraph e below. The mechanics of the bidding procedure shall be determined by the Agency. The
31 affected post shall then be assigned to the senior employee placing a bid, and such employee must
32 remain on such post until the next rotation date occurs. All affected employees must bid each time
33 their respective post rotates. An employee cannot use seniority to secure a post for more than two (2)
34 consecutive bids nor use seniority to secure a bid for the same post during a two (2)-year period.
35 Seniority will prevail on every bid, but the post an employee may bid by seniority will vary as per

1 above. An employee who has not successfully bid a post or an employee who did not bid a post may
2 be assigned by the Institution until such employee is able to make a successful bid.

3 c. A senior employee may be denied or removed from a post for valid cause only.

4 d. If an employee is assigned for Institution convenience to an exempt post herein
5 specified, the Institution will provide adequate training prior to assignment. The posts exempt from
6 bidding are:

- 7 • Control Relief-One Year Post (must rotate out for six months before returning)
- 8 Control Center Staff on All Shifts
- 9 Tool and Key Bid Sergeant Post
- 10 Officer Flex 49 Flex 49-1
- 11 Assignment Office 241-2

12 Control Center Officers must rotate after one (1) year, but Control Center staff will not rotate out
13 at the same time. Rotations shall be staggered to ensure that an experienced staff member is working
14 in Control at all times. All exempt posts listed above shall be held for a maximum period of one (1)
15 year, at which time the incumbent must return to a bid position. In the event of circumstances beyond
16 the control of the Institution, management may temporarily hold an employee in one (1) of these
17 positions not to exceed six (6) months.

18 e. Should the institution wish to remove a security post from the bid list or wish to establish
19 a post outside the bid list, notice will be given to the Union. If the Union believes the specified removal
20 to be unreasonable, then within seven (7) days of the date upon which the Union knows, or by
21 reasonable diligence, should have known of the subject action, the Union shall request the Institution
22 meet to discuss the issue. Failure to reach agreement on the disputed post shall allow the Union to
23 proceed to arbitration under the provisions of Article 1, Section 5. Timelines established in Article 1,
24 Section 5 shall apply to meetings and appeals under this section.

25 f. Work Schedules. Schedules showing each employee's shift, workdays, and hours shall
26 be posted in the appropriate department at all times. Changes in work schedules, from shift to shift,
27 may occur for valid cause or as mutually agreed.

28 g. Employees who extend their bid for a back-to-back assignment may not use their
29 seniority to bid the same assignment until two (2) years from the date they were scheduled to vacate
30 the post. Where an employee does not bid the same post back to back, the employee may not
31 exercise their seniority to bid the same post until twenty-four (24) months has passed from the date of
32 the employee's assignment.

33 h. Employees who work in Grounds Crew and Greenhouse posts will have Saturday and
34 Sunday off.

1 i. Transfers. When a staff member transfers into Eastern Oregon Correctional Institution
2 with the same date of hire as an existing staff member, the existing staff member shall be granted the
3 higher seniority within the classification.

4 j. Employees may work in Disciplinary Segregation Unit for up to two (2) years but must
5 rotate out for no less than six (6) months before returning.

6 k. The Union shall be notified of any special assignments within the institution prior to
7 implementation.

8 l. Tool and Key will be a Sergeant bid post. H-Unit will be a Corporal bid post on day
9 shift. Multi-Purpose Sergeant will be an exempt post for one (1) year. At the end of one (1) year the
10 Multi-Purpose Sergeant returns to a bid post.

11 m. All posts not specified as exempt will be bid posts and any posts that are left open from
12 the bid can be assigned as training posts.

14 **OSP Minimum Facility**

15
16 a. Correctional Series Staff who have completed trial service may bid shifts and days off in
17 order of seniority as defined in Section 9 of this Article. Employees who fail to successfully bid, or who
18 do not bid, will be assigned at the discretion of Facility Management.

19 Bids will address only shift and days off. Bidding will occur every six (6) months, becoming
20 effective with the first Sunday of April and October. The Facility Manager shall post work schedules
21 forty-five (45) calendar days before the rotation date. Bidding will commence in order of seniority by
22 appointment approximately thirty (30) calendar days prior to rotation date. Staff may bid in person, by
23 telephone, or they may submit up to three (3) bids in order of preference in writing. The new schedule
24 will be posted no less than seven (7) calendar days prior to the rotation date. Facility Management will
25 make specific daily work schedules and may remove or deny an employee from a bid for valid cause.

26 The following posts are exempted from job bidding:

- 27 • Tool and Key
- 28 • Three (3) shift and day off assignments will be designated on each bid cycle for
29 training.

30 b. Security of Personal Property. The Agency agrees to continue reasonable efforts to
31 provide security for employees authorized personal property.

32 **Powder River Correctional Facility**

33
34 a. Work Schedule Bidding.

35 1. Employees may submit their bid for a shift and days off work schedule following
36 the posting of the work schedule by the Agency. The Agency will post the work schedule for bidding

1 twenty-five (25) calendar days prior to the rotation date. Following the posting of the work schedule for
2 each bid rotation period, the process for bidding will commence on the Monday following the posting as
3 specified in this Article. The Agency will post a list of times and dates for each staff member to bid.
4 This does not preclude an employee from bidding in advance of their scheduled time but their bid(s)
5 will not be posted by the Agency until the time indicated on the bidding form for each employee. The
6 new work schedule for each bid period shall be posted no less than seven (7) calendar days prior to
7 the rotation date. Employees will submit their bid to the Shift Commander in seniority order each thirty
8 (30) minutes until all employees have the opportunity to bid. The parties shall meet to review the
9 mechanics of the bidding procedure.

10 2. Bids will address start and stop times for all shifts and days off work schedules.
11 Employees may submit up to three (3) bids. Employees may bid in person, by telephone, or by proxy.

12 Bids shall be submitted in priority order, if placing more than one bid. Employees shall secure a shift
13 and days off work schedule in order of seniority as defined in Section 8 of this Article along with the
14 exceptions as noted in subsection b of this Article. All work schedules will be interrupted only by rest
15 periods as defined in Article 25-Section 2b.

16 3. Employees shall not be permitted to secure, through bidding, the same
17 consecutive days off, on the same shift more than two (2) times annually. Employees hired in between
18 bid periods will be assigned by the Agency. Employees who successfully bid or are assigned to a Flex
19 position shall secure a shift and days off work schedule through the bid process and shall revert back
20 to the shift and days off when not assigned by the Agency to relieve other security employees. (The
21 intent of this Section is that employees who successfully bid or is assigned to a Flex Variable Position
22 will primarily provide relief to other security employees on the shift the position is assigned to.)

23 4. Bidding shall occur every four (4) as months becoming effective on the second
24 Sunday of March, July and November. The parties agree to meet and confer if a six (6)-month rotation
25 system is being considered.

26 b. Inmate Work Crew Supervisors.

27 1. During each bid rotation period, the Agency will identify on the bid sheet certain
28 work schedules as full time inmate work crew assignments wherein employees may volunteer to
29 alternate between a five (5) shifts of eight (8) hours and two (2) consecutive days off within each
30 workweek and a four (4) shifts of ten (10) hours and three (3) consecutive days off within each work
31 week.

32 2. Employees assigned as full time inmate work crew supervisors may volunteer to
33 flex their bid work schedule. A flex work schedule for the purpose of this section is defined as follows:
34 "A flex schedule for a full time inmate work crew supervisor is a schedule which may vary the number
35 of hours worked on a daily basis, but do not exceed ten (10) hours per day and do not exceed forty
36 (40) hours in the employee's work week.

1 3. The intent of this section is to permit employees assigned as full time inmate
2 work crew supervisors to volunteer to flex their bid work schedule and alternate between these two
3 work schedules in order to help carry out the inmate work program mission of the agency.

4 .
5 c. Breaking Ties in Seniority.

6 After May 1, 2003, all employees shall have their seniority established in accordance
7 with section 8 of this Article. The following exceptions are as follows:

- 8 1. New Hires - Newly hired employees with the same date of hire shall have their
9 seniority established by a one-time lottery drawing (i.e., draw a number from a
10 hat) with a local union officer present.
- 11 2. Transfers – When an employee transfers into PRCF with the same date of hire
12 as a current PRCF employee, the current PRCF employee shall be granted the
13 higher seniority within the classification.
- 14 3. Promotional Hires – When newly promoted employees have the same
15 promotional hire date, their seniority shall be determined by total bargaining unit
16 seniority. If the affected employees have the same promotional hire date and
17 same total bargaining unit seniority, the employee who will have higher seniority
18 will be established by lottery drawing (i.e., draw a number from a hat with a local
19 Union officer present).

20 d. Security of Personal Property.

21 The Agency shall provide access to a locker for employees securing personal property.

22 Distribution of Voluntary and Mandatory Overtime:

23 1. Scheduled and Unscheduled Overtime:

24 a. When it is determined that overtime is needed the Shift Commander will attempt
25 to contact employees on the Voluntary Overtime Call List beginning with the next employee below the
26 last employee contacted and worked the previous overtime opportunity.

27 b. One attempt per employee will be made utilizing the contact phone number(s)
28 until and employee is identified to fill the voluntary overtime assignment.

29 c. Employees will only be allowed to secure one (1) overtime assignment when
30 initially contacted. This process will continue until all overtime assignments have been filled.

31 d. When contacted the employee will be required to accept or deny the entire
32 overtime assignment.

33 e. Employees who accept an overtime assignment may contact other employees to
34 cover a portion of the overtime assignment.

35 f. Once the Voluntary Overtime Call List has been exhausted and the overtime
36 assignment has not been filled, the Shift Commander will notify the designated bucket person on the

1 shift prior to the overtime assignment that he/she will be required to work a mandatory overtime
2 assignment.

3 g. When a voluntary overtime assignment is shared between employees, it is the
4 responsibility of the employee who accepts the entire overtime assignment to immediately notify the
5 Shift Commander as the who will be reporting to work the remaining overtime assignment.

6 h. In the event a vacancy is not known until the end of a shift and time does not
7 permit the initiation of the Voluntary Overtime List prior to the end of the shift, the bucket employee will
8 be required to remain on duty until such time the voluntary overtime distribution process has been
9 completed.

10 i. The completed Voluntary Overtime Call List Log shall be attached to the
11 Security Series Attendance Roster and maintained in accordance with the department's retention
12 schedule.

13 2. Mandatory Overtime List (The Bucket):

14 a. The Bucket List is intended to be a fair way of allocating mandatory overtime
15 among employees.

16 b. The Shift Commander will notify the employee designated as the bucket
17 employee being on shift/duty.

18 c. When an employee is bucketed to work overtime and the overtime is shared
19 between employees, it is the responsibility of the bucket employee to immediately notify the Shift
20 Commander as to who will be reporting to work the remaining overtime assignment.

21 d. Employees will not be required to work mandatory overtime on their last work
22 day before their scheduled days off or before any scheduled leave, except in an emergency.

23 3. Voluntary Overtime Call List

24 a. Employees may add or delete their names from the Voluntary Overtime List at
25 anytime. The employee will be required to make such notifications in writing to the Shift Commander.

26 b. The Voluntary Overtime Call List will be updated each Shift and Days off
27 Rotation Period.

28 c. Employees may provide the employer with no more than two (2) accurate
29 contact phone numbers. The employee will provide the contact numbers(s) to the Shift Commander in
30 writing. Each phone number will be attempted before continuing down the overtime list.

31 d. Employees on the Voluntary Overtime Call List will be listed in seniority order.

32 4. Definitions.

33 a. Seniority for the purposes of this agreement is defined as total time in the
34 AFSCME Bargaining Unit in the Security Series.

35 b. Employee(s) for the purposes of this agreement is defined as PRCF Correctional
36 Officers and Correctional Sergeants.

1
2 This article does not apply to the assignment or distribution of overtime for wild land fire
3 assignments.

4
5 This article is intended to outline, define and formalize the future practice of the distribution of
6 voluntary and mandatory overtime, which may be periodically reviewed by the PRCF
7 Labor/Management Committee and modified only by mutual written agreement of the parties.

8
9 **Santiam Correctional Institution**

10
11 Employees who have completed initial trial service may bid shift and days off in order of
12 seniority as defined in Section 9 of this Article. Employees, who fail to successfully bid, or who do not
13 apply or bid, will be assigned at the discretion of the Institution's Management.

14 Bids will address only shift and days off. Bidding will occur every six (6) months, becoming
15 effective on the first Sunday of March and September. The Security Manager will post all available
16 shift and days off bid positions at least thirty (30) calendar days prior to the rotation date.

17 The mechanics of the bidding procedure will be determined at labor/management. All bids
18 must be in writing, signed by the bidding employee, and numbered by preference, if placing more than
19 one (1) bid. The results of the bids will be arranged into the master roster template that generates the
20 daily work schedules and will be posted no less than seven (7) calendar days prior to the rotation date.

21 Three (3) shift and day off assignments may be designated as exempt for training as needed.
22 The Tool and Key Control Corporal shall be designated as an exempt post.

23 The Institution's Management may only remove or deny an employee from a daily work
24 schedule for valid cause.

25
26 **Overtime Assignment**

27 a. Employees are encouraged to sign up for voluntary overtime in advance of its
28 occurrence to facilitate planning. The employer will maintain voluntary overtime lists upon
29 which employees may designate their eligibility in writing. Thirty days of overtime list will be
30 made available to employees at muster for each shift and then in the Lieutenants office.
31 Employees will indicate if they are available to volunteer for overtime during the period(s)
32 covered by the voluntary overtime list(s). Employees may also indicate which days and shifts
33 they will be available to work during the period(s) covered by the voluntary overtime list(s). The
34 employer may begin assigning people from the voluntary list two (2) workdays prior to the shift
35 being assigned. Employees may continue to sign up for overtime after this time, but may not
36 displace an assignment once it is made. If the employer determines there is a need for

1 overtime less than twelve (12) hours in advance of the overtime opportunity, the overtime will
2 be first offered to the employee who is on duty and whose assignment will be vacant at the
3 conclusion of the shift. If that employee is not interested in the overtime, or if there is a valid
4 reason for denial of the opportunity to that employee, then the employer will make the overtime
5 opportunity available to other post qualified employees who signed the voluntary overtime list,
6 at the time the overtime is being assigned, beginning with those in the same classification by
7 seniority, and then in seniority order to others on the voluntary overtime list who are outside the
8 classification but are qualified to do the work. For the purpose of the sentence Correctional
9 Officer overtime will be offered first to Correctional Officers, and if no volunteers then to
10 Corporals and if no volunteers then to Sergeants; Corporal overtime first to Corporals and if no
11 volunteers then to Correctional Officers, and if no volunteers then to Sergeants; Sergeant
12 overtime first to Sergeants, and if not volunteers then to Corporals, and if no volunteers then to
13 Correctional Officers.

14 b. Employees have to be qualified to perform the overtime work. Correctional Officer
15 Series employees have to have either the experience or the ability to be able to perform the
16 specialized security tasks.

17 c. If circumstances require a short extension of the shift to complete a task, the employer
18 may involuntary require the effected employee(s) to stay and finish the assignment. Such
19 extensions shall not affect the employee's placement on the mandatory overtime list unless the
20 employee is required to work one (1) hour or more.

21 d. FOR ALL MANDATORY OVERTIME. Mandatory overtime is defined as any work
22 beyond the employee's regular shift, other than short extensions of the shift to complete a task
23 where such extensions are less than one (1) hour in length, and the employee could face
24 potential discipline if they leave their work site. When an overtime opportunity arises and
25 management is unable to find a volunteer to fill that assignment, the employer may draft
26 employees for the overtime opportunity from a mandatory overtime list on a rotating basis,
27 based on inverse classification seniority. For the purpose of mandatory overtime, Sergeants,
28 Corporals, and Correctional Officers shall be considered one classification. Any mandatory
29 overtime of one (1) hour or more will move the effected employee to the bottom of the
30 mandatory overtime list. Staff will not be required to work mandatory overtime on their Friday,
31 their scheduled days off, or if they have already worked an overtime assignment within the
32 previous twenty-four (24) hours, except during periods of declared emergency.

33
34 **Shutter Creek Correctional Institution**
35

1 a. Employees who have completed initial trial service may bid shifts and days off in order
2 of seniority as defined in Section 8 of this Article.

3 b. Bids will address only shift and days off. The institution's management will make the
4 specific daily work assignments and may remove an employee from any work assignment for valid
5 cause.

6 c. Employees who fail to successfully bid or who do not bid will be assigned at the
7 discretion of the institution's management.

8 d. Bidding will occur every six (6) months, becoming effective on the first (1st) Sunday of
9 April and October. The Security Manager shall post work schedules thirty (30) calendar days before
10 the rotation date. Employees shall have ten (10) calendar days following the posting of the work
11 schedules to place bids.

12 e. The parties will agree upon a process of bidding based on scheduled appointments and
13 current bid status. The new assignment schedule will be posted no less than seven (7) calendar days
14 prior to the effective date.

15 f. Six (6) assignments will be exempt from bidding and reserved for the training of new
16 employees when required with two (2) of these assignments on each shift. The six (6) training
17 assignments will have days off during Monday through Friday.

18 g. Employees may volunteer to supervise inmate fire camp crews per the statewide
19 agreement.

20 21 Snake River Correctional Institution

22
23 a. Work Schedule Bidding. Each security staff member may submit their bid for a shift and
24 days off work schedule following the posting of the work schedule by the Security Manager.
25 Employees shall have ten (10) working days following the posting of the work schedule to make their
26 bid selections. The employer will post the work schedule for bidding twenty-five (25) calendar days
27 prior to the rotation date.

28 Security staff may submit three (3) selections. Such selections must be submitted in priority
29 order. Officers who have completed trial service may bid shifts and days off in order of seniority as
30 defined in Section 9 of this Article. Security staff hired in between bid periods will be assigned by the
31 Security Manager.

32 The parties agree that the intent of this Section is to provide as many work and training
33 opportunities as possible for all security staff regardless of seniority while recognizing the importance
34 of seniority and the individual choices of staff.

35 Security staff will bid every six (6) months for rotation effective the first (1st) Sunday of October
36 and April.

1 basis, and four (4) hours for night armed post qualification, but does not exceed the number of total
2 normal duty hours previously scheduled for that day.

3 Employees assigned long distance transports will be permitted to eat their meal while on duty;
4 time will count as time worked. There will be an eight (8)-hour break between the end of one (1) day
5 and the beginning of the next work day except in emergencies, or unforeseen circumstances while on
6 out-of-state trips, or when requested by the employee and where safety and security is not
7 compromised.

8 f. Overtime Meals. Employees that work four (4) hours of overtime beyond their regularly
9 scheduled shift will receive reimbursement for a meal at the per diem rate set by the Department of
10 Administrative Services.

11 **Salem Only:**

12 All Security Staff duty stationed at the Salem Transportation Office will be scheduled four (4) shifts of
13 ten (10) hours, beginning June 1, 2003. The scheduled workweek of four (4) shifts with ten (10) and
14 three (3) consecutive days off.

15
16
17 **Two Rivers Correctional Institution**
18

19 Bidding Process. Each security staff member who has completed trial service may bid shifts
20 and days off in order of seniority. Seniority is defined in Section 9 of this Article. Employees who fail
21 to successfully bid or who do not apply to bid, will be assigned at the discretion of the institution's
22 management.

23 For the purpose of DSU assignments there will be a separate bid sheet specifically for DSU.
24 This will occur simultaneously with the normal bid process. In DSU, trial service staff will not be
25 available for cell extraction teams. When trial service staff are assigned to DSU, every effort will be
26 made to partner them to a permanent DSU staff.

27 At least seven (7) days prior to shift and vacation bids, management and the union will meet to
28 review the process, give comment and help alleviate any foreseeable problems to the bid through
29 dialogue that arises. The bid processes shall be done through a mutual consultation of management
30 and the union with the knowledge that management maintains all of its rights of Article 10 pertaining to
31 this process.

32 Bids will address only shifts and days off. Bidding will occur every six (6) months, becoming
33 effective on the first Sunday of April and October.

34 a. For shifts and days off assignments that are identified to a specific post an employee
35 cannot use seniority to secure that assignment for more than two (2) consecutive bids.

1 b. Institution management will make the specific daily work schedules and may only
2 remove or deny an employee from a work schedule for valid cause.

3 c. The assigned posts listed below shall be held for a maximum period of two (2) years, at
4 which time the incumbent must return to a bid assignment. In the event of circumstances beyond the
5 control of the institution, management may temporarily hold an employee in one (1) of these
6 assignments not to exceed an additional six (6) months.

- 7 • Segregation – Indefinite (all shifts and all posts)

8 d. For purpose of filling a vacant assignment that includes a day shift or any shift with
9 weekends off (including shifts with one (1) weekend day) the institution will announce the opening to all
10 staff. Staff must submit a memo of interest to be considered for that assignment. An announcement is
11 only required during the first three (3) months after a regular bid. If two (2) or more employees are
12 deemed to possess equal knowledge, skills and abilities, the employee with the most seniority in class
13 shall be selected for the position.

14 Warner Creek Correctional Facility

15
16
17 **Bidding: Process.** Employees who have completed initial trial service may bid shifts and days
18 off in order of seniority as defined in Section 8 of this Article. Employees who fail to successfully bid,
19 or who do not bid, will be assigned at the discretion of the institution's management.

20 Bids will address only shift and days off. Bidding will occur every six (6) months, becoming
21 effective on the first Sunday of April and October. The Security Manager shall post work schedules
22 thirty (30) calendar days before the rotation date. The mechanics of the bidding procedure shall be
23 determined by the labor/management team. All bids must be in writing, signed by the bidding
24 employee, and numbered by preference, if placing more than one (1) bid. Employees may submit up
25 to three (3) bids. The new schedule will be posted no less than seven (7) calendar days prior to the
26 effective date.

27 All posts with the exception of the Tool and Key corporal, and the two Transport Officer
28 positions will be bid one every six (6) months. The above mentioned positions will be bid once every
29 twelve (12) months in April.

30 **Seniority.** Shift and days off bidding will be in conformance with Section 8 of the Article. The
31 following clarifications are as follows:

32 New Hires – Newly hired employees with the same date of hire will have their seniority
33 determined by lottery drawing with a Union representative present.

34 Transfers – When a staff member transfers into WCCF with the same date of hire as an existing
35 staff member, the existing staff member shall be granted the higher seniority within the classification.

1 Promotional Hires – When newly promoted employees have the same promotional hire date,
2 their seniority shall be determined by total bargaining unit seniority. If the affected employees have the
3 same promotional hire date and the same total bargaining unit seniority, the employee who will have
4 higher seniority will be established by lottery drawing (i.e., draw a number from a hat with a local union
5 officer present.)

6 Institution's Management will make the specific daily work schedule and may only remove or
7 deny an employee from their bid or post for valid cause.

8 Security staff assigned to a Flex position may be assigned to various shifts and days off in order
9 to provide relief to other staff (i.e., general, compensatory time, training, sick leave). When not
10 assigned to relieve another staff member, the staff assigned to a Flex position will be assigned to a
11 shift and days off as determined by the Security Manger.

12 For the purpose of filling a permanently vacant assignment, the institution will announce the
13 opening to all Security staff. Staff must submit a memo of interest to the Institution Security Manager
14 to be considered for that assignment. If two (2) or more employees are deemed to possess equal
15 knowledge, skills and abilities, the employee with the most seniority in class shall be selected for the
16 position.

17

18

1 **ARTICLE 26 - UNIFORMS AND PROTECTIVE CLOTHING**

2
3 **Section 1. Institutional Uniforms.**

4 Institutional uniforms and protective clothing as provided and maintained, or both, by the
5 Agency shall be continued. Where uniforms are furnished, the Agency shall provide a complete
6 uniform including overcoats, trousers, shirts, belts, ties, and appropriate rain gear for those institutional
7 employees whose duties require exposure to inclement weather. The Agency shall not be responsible
8 for replacing uniforms and protective clothing damaged due to employee negligence.

9
10 **Section 2. Damage to Personal Clothing.**

11 Employees who suffer damage to personal property in the performance of their official duties
12 will be reimbursed as subject to Department of Administrative Services Rules 15-045-01 and any
13 subsequent amendments thereto.

ARTICLE 27 - EMPLOYEE FACILITIES

1
2
3
4
5
6
7

Management shall maintain physical plant facilities provided for employees (including parking and existing motorcycle and bicycle parking with adequate accommodations for seasonal usage) at the Institutions, and elsewhere where authority exists.

1 **ARTICLE 28 - INCLEMENT CONDITIONS**

2

3 **Section 1.**

4 When, in the judgment of the Agency Head/Functional Unit Manager or designee, weather
5 conditions require the curtailing of institutions operations within the employees regularly scheduled
6 work day and the employees are ordered home, the employees will be paid for the remainder of their
7 regularly scheduled shift.

8

9 **Section 2.**

10 The Agency Head/Functional Unit Manager or designee may direct employees to remain at
11 home prior to the beginning of the work shift because of inclement weather or hazardous conditions. If
12 announcement is provided by telephone, television, or radio prior to the employee leaving home, the
13 employee will be authorized the optional use of accrued vacation, compensatory time, or leave without
14 pay during the period in which the employee's work is curtailed due to the inclement or hazardous
15 condition.

16

17 **Section 3.**

18 If notice is not given as herein provided, and the employee reports to their regularly scheduled
19 shift of work, they shall be assigned work and paid for the full shift of work.

1 **ARTICLE 29 - SAFETY AND HEALTH**

2
3 **Section 1.**

4 The Agency agrees to abide by and maintain in its facilities and work operations standards of
5 safety and health in accordance with the Oregon Safe Employment Act (ORS 654.001 to 654.991).
6

7 **Section 2.**

8 Proper safety devices and clothing shall be provided by the Agency for all employees engaged
9 in work where such devices are necessary. Such equipment, where provided, must be used.
10

11 **Section 3.**

12 a. If an employee claims that an assigned job or equipment is unsafe or might unduly
13 endanger the employee's health and, for that reason refuses to do the job, the employee shall
14 immediately give specific reason(s) to the supervisor. The supervisor shall request an immediate
15 determination by the Agency Safety Representative or, if none is available, a safety representative of
16 the Oregon Occupational Safety and Health Division (OR-OSHA), as to whether the job or equipment
17 is safe or unsafe. At the discretion of the Union, a Union staff member and/or authorized Union
18 Representative shall accompany the agency OR-OSHA representative conducting the safety
19 inspection.

20 b. Pending determination provided for in this Section, the employee shall be given suitable
21 work elsewhere, if such work is available. If no suitable work is available, the employee shall be sent
22 home.

23 c. Time lost by the employee as a result of any refusal to perform work on the grounds that
24 it is unsafe or might unduly endanger the employee's health, shall not be paid for by the Agency unless
25 the employee's claim is upheld.
26

27 **Section 4.**

28 Employees may report specific problems, in writing, regarding safety and health in working with
29 this new equipment to their supervisors. The Agency will investigate such complaints, and where this
30 investigation reveals that legitimate problems exist, the Agency will take steps to remedy these
31 problems. Upon written request to the Agency Head or designee, where concern remains, the Agency
32 is willing to meet with a Union Representative for further clarification and discussion of the specific
33 safety or health concern.
34
35
36

1 Section 5.

2 It is agreed that if, in the conduct of official duties, an employee is exposed to serious
3 communicable diseases which would require immunization or testing, as determined by the Institution
4 Chief Medical Officer or Public Health Officer in charge, the employee shall be provided immunization
5 against or testing for such communicable disease, without cost to the employee, where immunization
6 will prevent such disease from occurring. The employee shall be granted required time off with pay for
7 the immunization or testing, at a medical facility of the Agency's choosing.

8

9 Section 6.

10 If in the conduct of official duties the employee has potential for contact with toxic and harmful
11 substances, the employee will be provided regular medical monitoring as required by Administrative
12 Rule under the Oregon Safe Employment Act at no cost to the employee, and without deduction from
13 accrued sick leave for leave time taken.

1 **ARTICLE 30 – BEREAVEMENT LEAVE**

2
3 Section 1.

4 Notwithstanding the hardship leave and the sick leave eligibility criteria, employees shall be
5 eligible for twenty-four (24) hours of paid bereavement leave per event prorated for part time
6 employees to discharge the customary obligations arising from a death in the immediate family. The
7 Agency may request documentation.

8
9 Section 2.

10 If additional leave is needed, an employee may, with prior authorization, request use of accrued
11 sick leave, vacation leave, compensatory time off or leave without pay.

12
13 Section 3.

14 Regular and trial service employees may be eligible to receive up to forty (40) hours of donated
15 leave, to be used consecutively. The employee must have exhausted all available accumulated leave
16 and qualify for hardship leave.

17
18 Section 4.

19 For the purposes of this article, immediate family shall be defined in Article 33 Section 6 (Sick
20 Leave).

1 **ARTICLE 31 - HOLIDAYS**

2
3 **Section 1.**

4 The following holidays will be recognized and paid for at the regular straight time rate of pay:

- 5 a. New Year's Day on January 1;
- 6 b. Martin Luther King, Jr.'s Birthday on the third Monday in January;
- 7 c. President's Birthday on the third Monday in February;
- 8 d. Memorial Day on the last Monday in May;
- 9 e. Independence Day on July 4;
- 10 f. Labor Day on the first Monday in September;
- 11 g. Veterans' Day on November 11;
- 12 h. Thanksgiving Day on the fourth Thursday in November;
- 13 i. Christmas Day on December 25;
- 14 j. Every day appointed by the Governor of the State of Oregon as a holiday and every day
15 appointed by the President of the United States as a day of mourning, rejoicing, or other
16 special observance only when the Governor also appoints that day as a holiday.

17 To be eligible for the holiday pay cited in section 1 (a-j) above, the employee must be on pay status at
18 least one half (1/2) of the last scheduled workday before the holiday and at least one half (1/2) of the
19 first scheduled workday after the holiday or be in pay status for at least one hundred (100) hours in a
20 month in which a holiday occurs. (Pay status includes but is not limited to regular pay, overtime pay or
21 use of accrued leaves etc.)

22
23 **Section 2.**

24 For all employees who work in positions that are staffed five (5) days a week, Monday through
25 Friday, when a holiday falls on Saturday, the previous Friday shall be recognized as the holiday.
26 When a holiday falls on Sunday, the following Monday shall be recognized as the holiday.

27 For all employees who work in positions that are staffed seven (7) days a week, the recognized
28 holiday will be the actual day specified in Section 1 above.

29
30 **Section 3.**

31 Employees who are required to work on days recognized as holidays which fall within their
32 regular work schedules shall be entitled, in addition to their regular salary, to compensatory time off for
33 the time worked or to be paid in cash for time worked at the discretion of the Agency. Compensatory
34 time off or cash paid for all time worked shall be at the rate of time and one-half (1-1/2). The additional
35 compensation which an employee shall be paid for working on a holiday shall not exceed the rate of

1 time and one-half (1-1/2) of the employee's straight time pay. Any compensatory time earned may be
2 converted to cash payment by the Agency. Holiday benefits shall be prorated for part-time employees.

3

4 Section 4.

5 Where an employee has been approved to work an alternate work schedule such as a four (4)
6 day, ten (10)-hour workweek, management shall either revert the schedule to a five (5) day, eight (8)-
7 hour workweek or allow the employee to utilize other available paid leave for the balance of the holiday
8 off.

9

10 Section 5.

11 Holidays which occur during vacation or sick leave shall not be charged against such leave.

12

1 **ARTICLE 32 - VACATION LEAVE**

2
3 **Section 1.**

4 The parties agree that an employee's vacation accrual is an earned benefit to which the
5 employee is entitled. Therefore, at no time shall accrued vacation time be utilized without specific
6 authorization of the employee or contract.

7
8 **Section 2.**

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

After six (6) months through 5th year	15 work days for each 12 full calendar months of service (10 hours per month)
After 5th year through 10th year	18 work days for each 12 full calendar months of service (12 hours per month)
After 10th year through 15th year	21 workdays for each 12 full calendar months of service (14 hours per month)
After 15th year through 20th year	24 workdays for each 12 full calendar months of service (16 hours per month)
After 20th year	27 workdays for each 12 full calendar months of service (18 hours per month)
After 25th year	30 workdays for each 12 full calendar months of service (20 hours per month)

13 Additional eight (8) hours of vacation leave, on July 1 of each year, shall be accrued by each full-time
14 employee if the employee is employed as of July 1 of each year. Trial service employees will not be
15 eligible to use until the employee completes trial service.

16
17 **Section 3.**

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

20
21 **Section 4.**

22 In the event of an employee's death, all monies due the employee for accumulated vacation
23 and salary shall be paid as provided by law.

1 Section 5.

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

3
4 Section 6.

5 Service with a jury shall be considered time worked for purposes of earning vacation credit.

6 If service with a jury occurs during scheduled vacation leave, then those hours shall be coded
7 as jury duty leave and need not be taken as vacation.

8
9 Section 7.

10 If an employee has a break in service and that break does not exceed two (2) years, the
11 employee shall be given credit for the time worked prior to the break in service in determining accrual
12 rate.

13
14 Section 8.

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

18
19 Section 9.

20 Vacation hours may accumulate to a maximum of three hundred (300) hours. Only two
21 hundred and fifty (250) hours of vacation may be cashed out upon termination of employment.

22
23 Section 10.

24 Upon reasonable notice to and approval of the Agency, employees shall be permitted to use
25 any portion of, or all of the employees' accrued vacation credits in any segment, except:

- 26 a. That employees shall have their vacation time paid in full when the employees are laid
27 off, terminated, or take educational leave without pay in excess of thirty (30) days;
- 28 b. As provided for set-off of damages or misappropriation of State property or equipment
29 on termination;
- 30 c. To avoid losing vacation, the Agency may schedule the employee who has accrued
31 three hundred (300) hours to take vacation or make a cash payment in lieu of
32 scheduling. Employees who have participated in the annual bidding process by bidding
33 a minimum of one hundred twenty (120) hours and whose vacation accrual will exceed
34 three hundred (300) hours shall have the hours exceeding three hundred (300)
35 scheduled by mutual agreement or paid out at management's option.

1 d. If two (2) or more employees request the same period of time and the matter cannot be
2 resolved by agreement of the parties concerned, the employee having the greatest
3 length of State service shall be granted the time; however, seniority may be exercised
4 only once in any calendar year.
5

6 Section 11.

7 Employees that transfer within the Agency shall be allowed to transfer all accrued vacation
8 credits.
9

10 Section 12.

11 Employee vacations will start on the first day following the employee's regularly scheduled two
12 (2) days off. The parties agree to implement days off to days off vacation scheduling during the 2008
13 bid cycle for 2009 vacations.
14

15 Section 13. Reimbursement for Cancelled Vacation.

16 Vacation that has been scheduled and approved may not be cancelled by the Agency except in
17 the event of an emergency. When unrecoverable vacation costs are incurred by the employee, the
18 Agency shall pay the unrecoverable deposits; receipts will be required.
19

20 Section 14. Annual Vacation Bidding.

21 Employees shall select their vacation based upon their seniority in State service with
22 Sergeants, Corporals, and Officers being considered as one (1) classification for this purpose.

23 During the annual vacation bid process, employees may place bids for as many as one (1)
24 week blocks of time as they desire. However, employees will not be allowed to bid for vacation slots if
25 they will not have the necessary accrued hours at the time of the requested days off. Those blocks of
26 time requested can be non-consecutive weeks.

27 The Agency and the Union will work cooperatively where the Agency will rearrange the
28 vacation slots so there is a reasonable amount of additional slots during prime vacationing time.
29

1 **ARTICLE 33 - SICK LEAVE WITH PAY**

2
3 Sick leave, with pay, shall be determined as follows:
4

5 **Section 1.**

6 Employees shall accrue eight (8) hours of sick leave for each full month worked. Employees
7 working less than a full month but at least thirty-two (32) hours shall accrue sick leave on a pro rata
8 basis.
9

10 **Section 2.**

11 Temporary employees who are subsequently appointed to permanent positions covered by this
12 Agreement, in the same class in which they were employed as a temporary, without a break in service
13 of fifteen (15) days or more shall be credited with sick leave from their most recent temporary
14 appointment date.
15

16 **Section 3.**

17 Whenever an employee accepts an appointment in another agency of State service covered by
18 this Agreement, the employee's accrued sick leave in the former agency shall be assumed by the new
19 employing agency.
20

21 **Section 4.**

22 Employees who have been separated from the State service and return to a position, except as
23 a temporary, within two (2) years shall have unused sick leave credits accrued during previous
24 employment restored.
25

26 **Section 5.**

27 Actual time worked and all leave with pay, except for educational leave, shall be included in
28 determining the pro rata accrual of sick leave credits each month provided that the employee works
29 thirty-two (32) hours or more that month. Employees shall be eligible to utilize sick leave immediately
30 upon accrual.
31

32 **Section 6.**

33 Employees who have earned sick leave credits shall be eligible for sick leave for any period of
34 absence from employment which is due to the employee's illness, bodily injury, disability resulting from
35 pregnancy, necessity for medical or dental care, exposure to contagious disease, attendance upon
36 members of the employee's immediate family (employee's parents, wife, husband, children, brother,

1 sister, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, or another member of the
2 immediate household including the PEBB definition of domestic partners) where employee's presence
3 is required because of illness or death, in the immediate family of the employee, the employee's
4 spouse, or domestic partner. The Agency has the duty to require that the employee make other
5 arrangements, within a reasonable period of time, for the attendance upon children or other persons in
6 the employee's care. Certification of an attending physician or practitioner may be required by the
7 Agency to support the employee's claim for sick leave, if the employee is absent in excess of seven (7)
8 days, or if the Agency has evidence that the employee is abusing sick leave privileges. The Agency
9 may also require such certificate from an employee to determine whether the employee should be
10 allowed to return to work where the Agency has reason to believe that the employee's return to work
11 would be a health hazard to either the employee or to others. Any cost associated with the supplying
12 of a certificate concerning a job-incurred injury or illness that is not covered by Workers' Compensation
13 benefits shall be borne by the Agency.

14
15 Section 7.

16 If an employee's sick leave accrual should become exhausted, the employee may use accrued
17 vacation or compensatory time unless the employee is on a written notice involving attendance
18 problems. Employees on approved FMLA/OFLA leave would continue to be able to use accrued
19 vacation or compensatory time.

20
21 Section 8.

22 Salary paid for a period of sick leave resulting from a condition incurred on the job and also
23 covered by Workers' Compensation, shall be equal to the difference between the Workers'
24 Compensation for lost time and the employee's regular salary rate. In such instances, prorated
25 charges will be made against accrued sick leave.

26 Should an employee who has exhausted earned sick leave elect to use vacation leave or
27 compensatory time during a period in which Workers' Compensation is being received, the salary paid
28 for such period shall be equal to the difference between the Workers' Compensation for lost time and
29 the employee's regular salary rate. In such instances, prorated charges will be made against accrued
30 vacation leave.

31 Staff Assaults: An employee who is off duty and on approved Worker's Compensation time lost
32 because of an inmate committing an Assault I shall:

- 33 1. Continue vacation and sick leave accrual while on time loss. Accrued vacation leave shall
34 not exceed three hundred twenty (320) hours.
- 35 2. Where the employee is off work due to a serious physical injury directly inflicted by an
36 inmate and the employee's attending physician certifies that the employee cannot perform

1 his/her regular duties or modified work, the DOC Director or designee, shall approve the
2 employee to receive supplemental pay in addition to the employee's worker's comp benefit
3 which shall be equal to the regular salary rate (i.e., the step in the salary range at which the
4 employee is paid) for the first thirty (30) days of such leave. The DOC Director or designee,
5 at his/her discretion, may continue approving the employee to receive supplemental pay in
6 addition to the employee's worker's comp benefit which shall be equal to the regular salary
7 rate (i.e., the step in the salary range at which the employee is paid) for the next one
8 hundred fifty (150) days. After the first one hundred eighty (180) calendar days of such time
9 loss in any rolling twelve month period, the supplemental pay shall end and the employee
10 shall have the option of sick leave proration use as noted under Section 8. To be approved
11 for this supplemental pay benefit, the employee must have been acting within the course
12 and scope of his/her assignment when assaulted. Time loss resulting from stress related
13 disabilities shall not be eligible for this supplemental benefit. Where the time loss exceeds
14 thirty (30) calendar days, the department may require the employee be evaluated by the
15 department's independent medical examiner to assess the ongoing need for the time off.
16

17 Section 9. Hardship Leave.

18 The Agency will allow employees to make irrevocable donations of accumulated vacation leave
19 to a co-worker who has exhausted accumulated leave while recuperating from an extended illness or
20 injury or attending an immediate family member suffering from illness or injury. Hardship leave
21 donations will be administered under the following stipulations and the terms of this Agreement shall
22 be strictly enforced with no exceptions.

23 a. The donor must be a regular employee of the Agency.

24 b. The Agency shall not assume any tax liabilities that would otherwise accrue to the
25 employee.

26 c. Use of donated leave shall be consistent with the other Sections of this Article.

27 d. Applications for hardship leave shall be in writing and sent to the Agency's Personnel
28 Section and accompanied by the treating physician's written statement certifying the illness or injury.
29 Donated leave may be used intermittently.

30 e. Accumulated leave includes, but is not limited to, sick, vacation, and compensatory
31 leave accruals.

32 f. Donations shall be credited at the recipient's current regular hourly rate of pay.
33 Donations shall be in amounts of no less than two (2) hours. Donations shall be used to reimburse the
34 Agency for such costs as are incurred for insurance contributions, unless health insurance
35 contributions are mandated under the Family Medical Leave Act (FMLA). In FMLA situations, the
36 Agency will continue to pay for the employee's health insurance contribution until the employee's

1 qualifying FMLA period ends. Donees will be allowed to keep forty (40) hours of donated leave for
2 future use after they return to work. All other unused donated leave will be returned to donors per
3 Agency policy.

4 g. Employees otherwise eligible for or receiving workers compensation or on parental leave
5 will not be considered eligible to receive donations under this Agreement.

6 h. Time spent by the recipient on donated hardship leave shall not count toward
7 completion of the employee's initial trial service period, nor towards salary eligibility dates for a step
8 increase. When the recipient is released to return to duty, the end of the initial trial service and salary
9 eligibility date will be adjusted by the period of the donated hardship leave taken.

10

11 Section 10.

12 If, while performing assigned duties during his/her assigned shift, the employee has an on the
13 job injury, and such injury requires immediate medical treatment, the employee will not be required to
14 use accrued sick leave while obtaining medical treatment. Once immediate medical treatment is
15 completed, the employee will immediately return to work to complete his/her assigned shift, or, shall
16 become subject to the workers compensation regulations.

17

1 **ARTICLE 34 - SICK LEAVE WITHOUT PAY**

2
3 **Section 1.**

4 After earned sick leave has been exhausted, the Appointing Authority shall grant sick leave
5 without pay for any job-incurred injury or illness for a period which shall terminate upon demand by the
6 employee for reinstatement accompanied by a certificate issued by the duly licensed attending
7 physician that the employee is physically and/or mentally able to perform the duties of the position.

8 After earned sick leave has been exhausted, the Appointing Authority shall grant sick leave
9 without pay for any non-job-incurred injury or illness to any employee upon request for a period up to
10 one (1) year provided such leave will not seriously handicap the work of the Agency. Extensions of
11 sick leave without pay for any non-job-incurred injury or illness beyond one (1) year must be approved
12 by the Appointing Authority.

13 The Appointing Authority may require that the employee submit a certificate from the attending
14 physician or practitioner in verification of disability resulting from job-incurred or non-job-incurred injury
15 or illness.

16 Any cost associated with the supplying of a certificate concerning a job-incurred injury or illness
17 that is not covered by Workers' Compensation benefits shall be borne by the Agency.

18
19 **Section 2.**

20 In the event of a failure or refusal by an employee on a non-job related sick leave without pay to
21 supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude that
22 employee from the performance of duties, such sick leave may be canceled by registered letter to the
23 last known address. Failure to return to work or supply a certificate within five (5) days of delivery or
24 attempted delivery shall be deemed a resignation.

ARTICLE 35 - FAMILY LEAVE

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Employees determined to be eligible in accordance with provisions of federal and State leave laws shall have all the rights, and be subject to all of the requirements of those laws. Such laws include, but are not limited to, the Federal Family and Medical Leave Act of 1993 (FMLA) and the Oregon Family Medical Leave Act (OFLA) (ORS 659A.150-186).

1 **ARTICLE 36 - LEAVES WITH PAY**

2
3 Employees shall be granted a leave of absence with pay in accordance with the following:

4 a. Service with a jury.

5 (1) Actual hours served on a jury, including travel time to and from the institution,
6 during the employee's scheduled shift shall be coded as jury duty leave and
7 compensated at the employee's regular rate of pay as time worked.

8
9 Time serving on a jury outside of the employee's scheduled shift shall not be considered
10 time worked.

11
12 The employee may keep any money paid by the court for serving on jury.

13
14 (2) When requested by the employee and subject to Agency operating
15 requirements, employees selected by proper authority for jury duty will be placed on day
16 shift for the affected shifts/days for which they are obligated to serve on a jury. The
17 Agency shall not suffer any overtime or other penalty payments for the change in work
18 schedule for the employee on jury duty. If the Agency is unable to make the schedule
19 change requested by the employee, hours served on the jury that would have occurred
20 during the requested changed schedule shall be considered time worked. If, an
21 employee does not request to change their shift and days off for jury service, time spent
22 on jury service outside of the employee's regularly scheduled shift shall not be
23 considered time worked.

24
25 (3) An employee who is dismissed early from jury duty will contact his/her supervisor
26 to report the end of jury duty and to determine the employee's remaining shift.

27
28 b. Appearances before a court, legislative committee, or judicial body as a witness in
29 response to a subpoena or other direction by proper authority for matters relating to the
30 employee's officially assigned duties. The employee may keep any money paid in
31 connection with the appearance.

32 c. Taking part without pay in a search and rescue operation at the specific request of any
33 law enforcement agency, the Administrator of the Board of Aeronautics, the United
34 States Forest Service, or any local organization of civil defense, for a period of no more
35 than five (5) working days.

36 d. Other authorized duties in connection with State business.

- 1 e. An employee who has been employed in State service for six (6) months or more, and
2 who is a member of the National Guard or any reserve components of the armed forces
3 of the United States, is entitled to leave of absence from the employee's duties for a
4 period not to exceed fifteen (15) calendar days or eleven (11) working days in any
5 federal fiscal year (October through September).
- 6 f. An employee may be granted educational leave in which the Agency may defray a part
7 or all of the cost, either through allotment or payment of salary. Such leave shall be
8 granted only when the benefits to be realized by the State will outweigh the cost and
9 inconvenience to the State. Each request for leave must be approved by the Agency
10 Head or designee, who normally shall not approve such leave for more than one (1)
11 year. Vacation leave shall not accrue during an educational leave with pay, the duration
12 of which exceeds fifteen (15) calendar days.
- 13 g. Leave with pay for job interviewing and testing for employment opportunities in state
14 government may be arranged by the Appointing Authority, who will determine the
15 amount of time that is appropriate.
- 16

1 **ARTICLE 37 - LEAVE OF ABSENCE WITHOUT PAY**

2
3 **Section 1.**

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

6
7 **Section 2.**

8 In instances where the work of an Agency shall not be genuinely handicapped by the temporary
9 absence of an employee, the employee shall be granted a leave of absence without pay or educational
10 leave without pay.

11
12 **Section 3.**

13 Time spent on leave without pay in excess of thirty (30) consecutive days shall not be
14 considered as service in determining the employee's eligibility date for a salary increase unless such
15 time has been spent on leave resulting from job-incurred disability.

16
17 **Section 4. Military Leave.**

18 An employee who has received official orders from any Reserve component of the armed
19 forces of the United States shall be given such military leave without pay as may be provided by law.

1 **ARTICLE 38 - PRE-RETIREMENT COUNSELING LEAVE**

2
3 At any time after reaching forty-five (45) years of age and within five (5) years of the employee's
4 chosen retirement date, each employee shall be granted up to three and one-half (3-1/2) days leave
5 with pay to pursue bona fide pre-retirement counseling programs. Employees shall request the use of
6 leave provided in this Article at least seven (7) days prior to the intended date of use.

7 Authorization for the use of pre-retirement counseling leave shall not be withheld unless the
8 Agency determines that the use of such leave shall handicap the efficiency of the employee's work
9 unit.

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

ARTICLE 39 - ELECTION DAYS

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

1 **ARTICLE 40 - PROMOTIONS/ADVANCEMENT**

2
3 **Section 1.**

4 The Agency desires to give all the bargaining unit employees an opportunity to fill bargaining
5 unit vacancies. To that end, the Agency intends to insure, subject to the requirements of Affirmative
6 Action and Equal Employment Opportunity, that all bargaining unit employees may apply and be
7 considered for all vacancies in the bargaining units covered by the terms of this Agreement and for
8 which, in the judgment of the Agency, the employee is qualified. The Agency will determine the
9 method of selection and determine the individuals to fill a vacancy.

10
11 **Section 2.**

12 The employee is responsible for preparation for advancement and qualification for promotion
13 within the Agency.

14
15 **Section 3.**

16 Employees will be notified of all the bargaining unit vacancies covered by the terms of this
17 Agreement, which the Agency intends to fill by posting a list of such vacancies on designated bulletin
18 boards as agreed to by the Agency and the Union at each of the Agencies/Institutions. This posting
19 will be for a minimum of five (5) days in order to give employees an opportunity to apply for the vacant
20 positions.

1 **ARTICLE 41 - TRIAL SERVICE**

2
3 **Section 1.**

4 Each employee appointed to a position in the bargaining unit by initial appointment to the
5 Agency or promotion shall, with each appointment, serve a trial service period. Trial service may be
6 extended only in instances where a trial service employee has been on cumulative leave without pay
7 for fifteen (15) days or more. Time spent on donated hardship leave shall not count toward completion
8 of trial service. The trial service date will be adjusted only by the number of days the employee was on
9 such leave, except as modified under Section 2 of this Article.

10
11 **Section 2. Trial Service Time.**

12 The trial service period is recognized as an extension of the selection process and is the
13 prescribed time immediately following appointment.

14 a. **Security for DOC.** Trial service shall not exceed twelve (12) full calendar months for
15 initial appointment of security employees to the Department of Corrections.

16 b. **Promotional Trial Service.** Trial service shall not exceed six (6) full calendar months for
17 promotion with the Department of Corrections.

18
19 **Section 3.**

20 Initial trial service employees may be removed from service when, in the judgment of the
21 Agency, the employee does not demonstrate the competence and/or fitness for the position. Such
22 removals under this Article are not subject to appeal or the grievance procedure.

23
24 **Section 4.**

25 An employee on trial service, other than initial trial service, who is removed shall be reinstated
26 to the employee's former position providing the employee was a regular employee in another position
27 in an AFSCME bargaining unit immediately prior to the appointment, and provided the employee has
28 not been charged under ORS 240.555.

1 **ARTICLE 42 - TRAINING/EDUCATION**

2

3 **Section 1. Training.**

4 The Agency will pay incurred tuition/registration and allowable travel, per diem, and salary when
5 the Agency directs employees to attend training. Employees may request agency-sponsored training
6 and will be considered based on job and workload needs and on funding. Available training and
7 educational opportunities will be posted on employee bulletin boards and maintained current.

8

9 **Section 2. Developmental Opportunities.**

10 The Agency may provide developmental assignments and job rotation assignments by written
11 agreement with the Union and employees who volunteer. Employees volunteering for these
12 assignments retain their permanent position classifications, remain on the Agency payroll, retain the
13 representation (AFSCME) status of their permanent positions while on the assignment, and return to
14 their permanent positions on completion of the assignment. Employees participating in developmental
15 and job rotation assignments will continue to receive compensation at the rate of their permanent
16 position and shall continue to accrue rights and benefits related to their permanent position.

17

18 **Section 3.**

19 Employees may be granted time off with pay to take job-related educational courses or training
20 sessions.

1 **ARTICLE 43 - JOB SHARING**

2
3 **Section 1.**

4 "Job sharing position" means a full-time position in the classified service that may be held by
5 more than one (1) individual on a shared time basis whereby the individuals holding the position work
6 less than full-time.

7
8 **Section 2.**

9 Job sharing is a voluntary program. Any employee who wishes to participate in job sharing may
10 submit a written request to the Functional Unit Manager to be considered for job share positions. The
11 Functional Unit Manager shall determine if job sharing is appropriate for a specific position and will
12 recruit and select employees for job share positions. Where the Functional Unit Manager determines
13 job sharing is appropriate, the management agrees to provide written notification to all job share
14 applicants of available job share positions in their office in the Agency.

15
16 **Section 3.**

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

20
21 **Section 4.**

22 Job sharing employees shall be entitled to share the full Agency paid insurance benefits for one
23 (1) full-time position based on a pro rate of regular hours scheduled per week or per month whatever is
24 appropriate. In any event, the Agency contribution for insurance benefits in a job share position is
25 limited to the amount authorized for one (1) full-time employee. Each job share employee shall have
26 the right to pay the difference between the Agency paid insurance benefits and the full premium
27 amount through payroll deduction.

28
29 **Section 5.**

30 For purpose of layoff, individuals filling a job share position which totals a full-time equivalent
31 shall be considered as part-time employees at the time the position has been affected by a layoff.

32
33 **Section 6.**

34 If a vacancy exists and if the Functional Unit Manager determines that job sharing is not
35 appropriate for the position or if the Functional Unit Manager is unable to recruit qualified employees
36 for the job share position, the remaining employee shall have the right to assume the position on a

1 full-time basis. Upon approval of the Functional Unit Manager, the remaining employee may elect to
2 transfer to a vacant part-time position in the same classification or to voluntarily demote. If the above
3 conditions are not available or acceptable, the employee agrees to resign.

4

1 **ARTICLE 44 - LAYOFF PROCEDURE**

2
3 **Section 1.**

4 A layoff is defined as a separation from service for involuntary reasons not reflecting discredit
5 on an employee. An employee shall be given written notice of a pending layoff at least fifteen (15)
6 days before the effective date stating the reason for the layoff.

7
8 **Section 2.**

9 Employees shall be laid off and service credits calculated within the following mutually exclusive
10 categories:

- 11 a. Full-time,
- 12 b. Part-time (including job share).

13
14 **Section 3.**

15 Layoff shall be by classification as defined in Section 11. The classification, geographic area,
16 and functional unit to be affected by any particular layoff shall be identified by the Agency at the time
17 the layoff is declared. Order of layoff within the designated classification, functional unit, and
18 geographic area shall be determined by the lowest service credit.

19 It is understood that when an employee who is to be laid off possesses knowledge, skill, or
20 ability, the loss of which in the judgment of the Agency would seriously impact operations, the Agency
21 may hold that employee in active status, while laying off the next employee in service credit order in
22 the employee's stead. When it is necessary to hold an employee, who would otherwise be laid off, the
23 Agency will document the need and such documentation shall be accessible to the Union for its review.
24 Any dispute in this regard may be taken up as a grievance by the Union.

25 If an employee is underfilling a position, the employee will be considered in the higher
26 classification for the purposes of this Article. If it is found that two (2) or more employees in the
27 Agency in which the layoff is to be made have equal service credits, the order of layoff shall be in
28 inverse order of the greatest length of continuous State service. If ties between employees still exist,
29 the order of layoff shall be determined by the Appointing Authority in such a manner as to conserve for
30 the State the services of the most qualified employees.

31
32 **Section 4. Service Credit.**

33 Seniority is defined as total length of continuous Agency service. One (1) point shall be allowed
34 for each full month of unbroken service. An employee's seniority shall be computed from the date of
35 the employee's employment by the Agency in any capacity within the Division/Department, except that
36 a new employee shall be on trial service for the appropriate period. A new employee shall be placed

1 on the seniority list and given seniority ratings as of the first day the employee was hired by the
2 Agency.

3 Seniority shall be forfeited if an employee has a break in service from the Agency of more than
4 one hundred eighty (180) calendar days, other than layoff, or fails to respond within five (5)
5 consecutive work days after receiving notice by registered letter mailed to the last address on the
6 Agency's records, unless prevented from responding by conditions beyond the employee's control. A
7 break in service is a separation or interruption of employment without pay of more than one hundred
8 eighty (180) calendar days.

9 Seniority lists shall be prepared by the Agency, during January, updated periodically, and
10 posted on bulletin boards in the Agency. Time with the Board of Parole and the Department of
11 Corrections shall be interchangeable. Time spent by former employees of the EOH&TC who were
12 employed at that facility and transferred to EOCI within six (6) months of EOH&TC's closure, shall
13 count toward the calculation of Department of Corrections seniority in that geographic area only.
14

15 Section 5. Options in Lieu of Layoff.

16 Any employee who is given notice of layoff may file a written request to exercise an option in
17 lieu of layoff with the Appointing Authority within five (5) work days of receipt of such notice. The
18 employee's options shall be as follows:

- 19 a. Any employee notified of layoff may opt to displace the least service credit person in the
20 geographic area in the same classification provided the employee can perform the
21 specific requirements of the position within approximately two (2) weeks.
- 22 b. Any employee notified of layoff may elect to demote within the functional unit to a lower
23 classification for which the employee is qualified provided the employee can perform the
24 requirements of the position within approximately two (2) weeks, if a position exists
25 which is not protected from layoff and where the incumbent has the least seniority.
- 26 c. If no such option exists within the functional unit, the employee may elect to displace the
27 least senior undesignated person in the geographic area in a lower classification for
28 which the employee is qualified, provided the employee can perform the requirements
29 of the position within approximately two (2) weeks.
30

31 Section 6.

32 The name of a demoting employee shall then be placed on the appropriate layoff list for the
33 class the employee demoted from. Any employee demoted in lieu of layoff may request at that time
34 and shall be paid for all accrued compensatory time at the rate being earned prior to demotion in lieu of
35 layoff.
36

1 Section 7.

2 If an employee's selection in Section 6 results requires moving, moving expenses shall be
3 assumed by the employee.

4
5 Section 8. Layoff List.

6 A layoff list shall be a list of employees by classification and geographic area who are laid off
7 from the Agency. Such lists are maintained in inverse order of layoff for the geographic area. Recall
8 shall be from the list, one (1) name at a time, to the vacancy in the classification and within the
9 geographic area from which the employee was laid off provided the employee can perform the specific
10 requirements of the position within approximately two (2) weeks. No new employees may be hired
11 within that geographic area until all employees on the layoff list in that class have been offered
12 reemployment. Names shall be maintained on the appropriate layoff list(s) for two (2) years from the
13 effective date of layoff.

14
15 Section 9.

16 Unclassified, exempt and management service employees shall be restored into classified
17 service pursuant to ORS 240.570. If a reduction in force is required in connection with this return it will
18 be accomplished through this Article. Seniority for the purposes of restoration shall be all time served
19 in classified service. For any subsequent reductions in force following this restoration, Section 4
20 seniority will apply. There shall be no cross-bumping between management service and the
21 bargaining unit.

22
23 Section 10.

24 If the Agency is willing to allow cross bumping between unions, discussion with affected union
25 representatives will be initiated. If the parties agree, cross bumping will be allowed both ways.

26
27 Section 11. Geographic Area and Functional Unit.

28 For the purposes of this Article the two (2) geographic areas are defined as the area west of
29 Cascade Mountain Range and the area east of the Cascade Mountain Range.

30 Functional unit is defined as:

31 Each institution - Eastern Oregon Correctional Institution (EOCI), Oregon Women's
32 Correctional Center (OWCC), Santiam Correctional Institution (SCI), Shutter Creek
33 Correctional Institution (SCCI), Snake River Correctional Institution (SRCI), Columbia
34 River Correctional Institution (CRCI), Powder River Correctional Facility (PRCF), Oregon
35 Corrections Intake Center (OCIC), Coffee Creek Correctional Facility, Transportation
36 East and Transportation West and Two Rivers Correctional Institution (TRCI).

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Section 12. Temporary Interruption of Employment.

When work is not available due to a temporary situation beyond the Agency's control, employees in the affected work unit may have their employment temporarily interrupted for up to fifteen (15) calendar days without this being considered a formal layoff under this Article. Temporary workload fluctuations will not be considered as justification for invoking this provision.

Should such a temporary interruption of employment occur, employees so affected will be allowed to use any form of accrued paid leave including vacation, compensatory time off, or personal leave or will be placed on leave without pay where the affected employee(s) have insufficient compensatory time to cover the period of interruption.

If limited work is available within the affected work unit, it will be offered to employees by seniority, within the affected classifications, during the period of the temporary interruption provided that if current seniority scores are available, those scores shall be utilized and if special skills are needed, this section shall not apply.

Section 13.

The parties agree to establish a working committee of three (3) Union represented employees and three (3) Agency managers to review the strengths and weaknesses of the current layoff procedure. The committee shall complete its work by June 30, 2006.

1 **ARTICLE 45 - REVIEW OF CLASSIFICATION SERIES**

2
3 **Section 1.**

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

7
8 **Section 2.**

9 The parties shall negotiate the salary range for new and materially revised classifications.
10 Negotiations for the establishment of new salary ranges for such new or revised classification shall
11 commence no later than thirty (30) days after the initial receipt by the Union of the new or revised class
12 specifications.

13
14 **Section 3.**

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

18
19 **Section 4.**

20 The Union may recommend classification studies to be conducted by the Department of
21 Administrative Services, Human Resources Services Division including the reasons for the need for
22 such studies.

1 **ARTICLE 46 - RECLASSIFICATION PROCEDURE**

2
3 The parties shall use the following procedure to process reclassification requests.
4

5 **Section 1.**

6 The Agency shall furnish Class Specifications at the request of the Union or employee.
7

8 **Section 2.**

9 The employee will submit a completed official Position Description form and written explanation
10 for a proposed reclassification request to the Agency Personnel Officer and a copy mailed to the
11 Union.
12

13 **Section 3.**

14 The Agency shall conduct a classification audit and review the merits of the request. Within
15 thirty (30) days after receipt of reclassification request the Agency shall notify the Union of its decision.
16 The Union shall have an opportunity, before the thirty (30) days decision date, to meet with the Agency
17 to present arguments and recommendations where there are objections to the proposed
18 reclassification. The parties may extend the time limits by mutual, written agreement in those
19 instances where the review process or other extenuating circumstances require additional time for
20 analysis.
21

22 **Section 4.**

23 Any employee who is involuntarily reclassified or any employee whose reclassification request
24 is denied may take the matter up as a grievance under Article 5, Grievance and Arbitration, of this
25 Agreement.
26

27 **Section 5.**

28 Should the duties of the position support the proposed reclassification, the Agency shall make
29 the determination whether to seek legislative approval for reclassification or remove the duties. If a
30 reclassification request, as approved, does not receive the necessary legislative approval required by
31 ORS 291.371, the Agency shall immediately change the duties of the employee to conform to the prior
32 classification.
33

34 **Section 6.**

35 The effective date of a reclassification implemented under this Article shall be the first of the
36 month following the month in which the reclassification request was received by the Agency.

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Section 7.

Any incumbent who has successfully performed for three (3) months the duties of the position reclassified shall be continued in the position.

Section 8.

Any employee reclassified downward will move into the new range at the step that is nearest the employee's current rate. The employee's anniversary date shall remain the same. If the employee's rate is above the highest step in the lower range, the employee shall receive no reduction in pay. Similarly, such employee shall not receive future salary adjustments until such time as the new range encompasses the employee's salary. At this time, the employee shall have a salary adjustment to the nearest step in the range. The employee shall also be placed on the Layoff List for the previously-held classification.

Section 9. Reclassification Upward.

Any employee reclassified upward shall move into the new range at the closest step that is higher than the employee's current rate. Anniversary date for future step increases shall be established as the first of the month following the date the employee's request was received.

1 **ARTICLE 47 - EMPLOYEE RIGHTS**

2
3 **Section 1.**

4 Off duty activities of employees will not subject them to disciplinary action by the Agency unless
5 such activities are illegal or a conflict of interest with the employees' duties or the mission of the
6 Agency.

7
8 **Section 2.**

9 Employees who are the subject of a formal Agency complaint or investigation shall be assured
10 the following rights:

- 11 a. The employee shall not be deprived of any of the employee's constitutional or civil rights
12 guaranteed by the federal and State Constitutions and Laws.
- 13 b. The employee shall be informed of the nature of the complaint or charges before the
14 employee is required to respond to questions concerning the complaint or charges.
15 Such interview shall normally occur during employee paid time.
- 16 c. If the employee is required to respond to a formal complaint or charge, the employee
17 shall have the right to counsel and/or Union representation prior to and/or during the
18 interview.
- 19 d. The employee shall not be required to take or be subjected to any lie detector device as
20 a condition of continued employment.
- 21 e. Formal complaints or charges made to an employee which are not verified or proven
22 shall not be recorded and placed in the employee's personnel file or used in any
23 subsequent performance evaluation.
- 24 f. The employee shall be notified verbally or in writing of the outcome of a formal
25 investigation within fourteen (14) days after the completion of the investigation.
26

1 **ARTICLE 48 - LIMITED DURATION APPOINTMENT**

2
3 **Section 1.**

4 Persons may be hired for special studies or projects of uncertain or limited duration which are
5 subject to the continuation of a grant, contract, award, or legislative funding for a specific project. Such
6 appointments shall be for a stated period not exceeding two (2) years, except extended by legislative
7 or Emergency Board action. Such appointment shall expire upon termination of the special study or
8 projects.

9
10 **Section 2.**

11 a. No newly hired person on a limited duration appointment shall be entitled to rights under
12 the layoff procedure and shall be so notified.

13 b. A person appointed from AFSCME regular status within the bargaining unit to a limited
14 duration appointment shall be entitled to rights under the layoff procedure within their Agency.

15
16 **Section 3.**

17 A person accepting such appointment shall be notified of the conditions of the appointment and
18 acknowledge in writing that they accept that appointment under these conditions. Such notification
19 shall include the following:

- 20 a. That the appointment is of limited duration.
- 21 b. That the appointment may cease at any time.
- 22 c. That persons who accept a limited duration appointment who were formerly classified
23 State employees, from AFSCME, within the bargaining unit, are entitled to rights under
24 the layoff procedure starting from the prior class within the Agency.
- 25 d. That in all other respects, limited duration appointees have all rights and privileges of
26 other classified employees including but not limited to wages, benefits, and Union
27 representation under this Agreement.
- 28

1 **ARTICLE 49 - PERSONNEL FILES**

2

3 **Section 1.**

4

5 An employee shall be provided with a copy of any report, correspondence or document of an

6 adverse nature entered into the employee's agency personnel file. An employee's signature on any

7 adverse report, correspondence or document shall not be construed to mean that the employee agrees

8 with the content.

9

10 **Section 2.**

11 Any agency file maintained by the Employer regarding an employee may be inspected by the

12 employee, or any other employee with the written permission of the affected employee. No material of

13 an adverse nature may be used against an employee unless the employee has viewed and signed the

14 material or where the employee has refused to sign, the material has been annotated or witnessed that

15 the employee refused to sign.

16

17 **Section 3.**

18 If any material reflecting critically or adversely on an employee is proven to be materially

19 incorrect, it shall be removed from the personnel file. Any reports, correspondence or documents of an

20 adverse nature, three (3) years after the date they were written, may not be used against the

21 employee, provided no incident of a similar nature occurred in the intervening time.

1 **ARTICLE 50 - DISCIPLINE AND DISCHARGE**

2
3 **Section 1.**

4 The principles of progressive discipline shall be used when appropriate.

5 No employee who has completed the initial trial service period shall be disciplined or dismissed
6 without just cause.

7
8 **Section 2.**

9 a. **Dismissal Appeals.** The dismissal (and pre-dismissal suspension without pay) of a
10 regular status employee may be appealed by the Union directly to the Labor Relations Unit for binding
11 arbitration. The appeal must state the reasons for the appeal and be submitted to the Labor Relations
12 Unit, in writing, within ten (10) calendar days from the effective date of the dismissal.

13 b. **Reduction, Suspension and Demotion Appeals.** An employee reduced in pay, demoted,
14 or suspended shall receive written notice of the discipline with the specific charges and facts
15 supporting the discipline.

16
17 **Section 3.**

18 In the event of reduction in pay, dismissal, suspension, demotion, or written reprimand, a
19 written statement shall be given to the employee at the time action is taken and a copy sent to the
20 Local Union Council Representative within seven (7) days of issuance to the employee. In the event it
21 is necessary to immediately remove the employee from the premises, the written statement shall be
22 provided within forty-eight (48) hours of the removal. The written statement shall include the complaint
23 against the employee and the facts upon which the Agency relies in support of the complaint.

24
25 **Section 4.**

26 A pre-dismissal investigation shall be conducted with regard to a regular status employee
27 against whom a charge is presented which potentially justifies dismissal. The Appointing Authority or
28 designee shall provide notification to such an employee and to the Union Business Agent and Chief
29 Steward of the following: that potential cause for employee's dismissal has arisen; the known
30 complaints, facts, and charges; and that the employee will be afforded the opportunity to refute such
31 charges or present mitigating circumstances at an informal meeting at a time and date set forth in the
32 notice. Such notification shall include a copy of this Article. The employee may be suspended in
33 accordance with current practice or be allowed to continue work during the period of investigation. The
34 Appointing Authority will normally issue a final decision within twenty-one (21) calendar days after the
35 meeting, or will notify the employee and the Union within that time when the decision can be expected.
36 Extensions requested by the employee or the Union shall not count against the twenty-one (21) days.

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Section 5.

Upon the request of any employee who is called to an investigatory meeting or a meeting which may result in discipline being imposed upon the employee, the employee shall be entitled to the presence of a Union Representative. Should an employee be demoted or discharged by the Agency, a Union Representative will be made aware of the action and allowed to be present prior to the Agency talking to the employee. Should the employee not desire Union representation at the meeting, the employee may request the Union Representative leave prior to the start of the meeting.

Section 6.

A Union Representative shall have the right to discuss with appropriate management staff any disciplinary action imposed, at the affected employee's written request, with or without the employee's presence.

1 **ARTICLE 51 - GRIEVANCE AND ARBITRATION**

2
3 **Section 1.**

4 Grievances are defined as acts, omissions, applications or interpretations alleged to be
5 violations of the terms and conditions of this Agreement. Employees shall meet with the immediate
6 supervisor informally. If such problems cannot be resolved, the employee may avail themselves of the
7 following procedure. A grievance shall not be expanded upon after the grievance has been filed with
8 the Agency Head.

9
10 **Section 2.**

11 Dismissal appeals are subject to the grievance and arbitration procedure pursuant to the
12 expedited procedures described in Article 50, Discipline and Discharge. All other disciplinary actions
13 and refusal/withholding of merit step increases shall follow the steps outlined in this article.

14 **Step 1.** Employee, with or without Union representation will contact their section manager or
15 designee to meet and discuss alleged contract violations prior to filing a written grievance at
16 Step 2.

17 **Step 2.** If the issue is unresolved, the Union will submit a written grievance containing the date
18 of occurrence, the act or omission that created the grievance, the Section violated, and the
19 remedy desired within thirty (30) days of the alleged occurrence to the designated appointing
20 authority . The designated appointing authority's response shall be due in writing within twenty-
21 one (21) calendar days of receipt of the grievance.

22 **Step 3.** If the grievance is not resolved at Step 2, the Union may request review of the
23 grievance by the DOC Assistant Administrator for Human Resources or designee within fifteen
24 (15) days after receiving the response from Step 2. A response from the Assistant
25 Administrator or designee shall be given within twenty-one (21) calendar days of the Union's
26 appeal to step 3, unless otherwise agreed to in writing.

27 **Step 4.** If the grievance is not resolved by the Agency, the Union shall notify the Labor
28 Relations Unit of the Department of Administrative Services in writing within fifteen (15)
29 calendar days of receipt of the designated appointing authority's response that such response
30 is not acceptable. A meeting will be held between the parties to mutually share information
31 about the grievance. The parties shall discuss their respective positions known at the time
32 and shall discuss potential settlements

33 The Labor Relations Unit shall respond in writing to the grievance within twenty-one (21)
34 calendar days of receipt of the grievance.

35 **Step 5** If the grievance is not resolved at the Labor Relations Unit within twenty-one (21)
36 calendar days of the Step 4 notice or as otherwise mutually agreed to in writing, the Union shall

1 notify the Department of Administrative Services in writing that it desires arbitration of the
2 grievance.

3 4 Section 3. Arbitrations

5 (a) The parties agree to adopt a panel of arbitrators outlined in section (b).

6 The parties may elect to reopen this section of the article to modify the list of arbitrators by mutual
7 agreement.

8 (b) Arbitrators shall be assigned on a rotational basis in the order set out above. Within
9 fifteen days of the receipt of the Union's notice of intent to arbitrate a case, the Labor Relations Unit
10 will send a letter notifying the arbitrator of his or her selection. The letter shall include a calendar of
11 potential dates including the three month period beginning the second full month after receipt of the
12 notice of intent to arbitrate. When the arbitrator originally selected is unable to schedule a hearing
13 within the three (3) month period, the next arbitrator in rotation will be contacted for a list of available
14 dates. In cases where the parties agree to consolidate cases, the arbitrator assigned to handle the
15 first case will also be assigned to handle the other case(s).

16 (c) Arbitrators will use cancellation days and any unused scheduled days for writing awards
17 on any outstanding cases under this agreement. Cancellation fees will be applied toward any writing
18 days.

19 20 Section 4.

21 The parties agree that the decision or award of the arbitrator shall be final and binding on each
22 of the parties and that they will abide thereby. The parties do not waive any right of review provided by
23 law. The arbitrator shall have no authority to add to or subtract from or change any of the terms of the
24 Agreement, except for salaries on new classifications. The arbitrator's award shall be due to the
25 parties within thirty (30) days of the close of the hearing.

26 27 Section 5.

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

32 33 Section 6.

34 Grievances shall be reduced to writing and submitted on the form identified as an AFSCME
35 Grievance Form. An AFSCME Fact Sheet will accompany the Grievance Form. Failure to fully
36 complete the Fact Sheet shall not be the sole reason for denying a grievance.

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Section 7.

Time limits specified in this procedure must be observed unless either party requests a specific extension of time which, if agreed to, shall be stipulated in writing and shall become part of the grievance record. If management fails to issue a response within the time limits set forth in this Article, the grievance may be advanced to the next step of the grievance procedure.

Section 8.

Subsequent to an arbitration request and prior to the selection of an arbitrator, mediation may be scheduled and conducted by the Employment Relations Board Conciliation Service if both parties agree. Mediation is not a mandatory step in the grievance procedure.

Section 9.

Group grievances filed by the Union that cover two (2) or more bargaining unit employees at a specific institution shall be filed at step 1 of the grievance procedure. Group grievances filed by the Union that cover all bargaining unit employees shall be filed at step 3 of the grievance procedure, provided that the grievance may be deemed timely filed if the Union obtains proof of submission to a superintendent or designee.

Section 10. Expedited Arbitration.

(a) Upon mutual agreement, the Employer and Union may agree to use this expedited procedure in this section of the article to hear a grievance. The procedure outlined in this section will not be used for dismissals, statewide group grievances and grievances with issues of arbitrability.

(b) The parties shall develop a stipulation of facts and use affidavits whenever possible and when mutually agreed upon.

(c) Case presentation will be limited to opening statements, brief recitation of facts, witness testimony and closing oral arguments. No post hearing briefs will be filed. The hearing will be completed within one business day unless otherwise agreed to by the parties. The arbitrator may issue at his/her discretion, a bench decision at the conclusion of the hearing or may issue a written award no later than seven (7) days from the close of the hearing.

(d) All decisions shall be final binding on the parties. An award will be non-precedential if mutually agreed upon before the hearing starts. The arbitrator's award shall be based on the record and shall include a brief explanation for the basis for the award.

1 **ARTICLE 52 - GENERAL PROVISIONS**

2

3 **Section 1. Transfers.**

4 An involuntary transfer of an employee out of the functional unit occasioned by a reduction in
5 force in that unit shall be done in inverse order of bargaining unit seniority in that classification.

6 In other instances, where, for the good of the service, the employee needs to be transferred,
7 through no fault of the employee, to another institution, the employee shall be transferred to another
8 AFSCME bargaining unit, if possible.

9

10 **Section 2. Withdrawal of Resignation.**

11 An employee who has given notice of resignation has up to twenty-four (24) clock hours during
12 which to rescind the resignation.

13 Beyond the twenty-four (24)-hour period, the resignation may be withdrawn only with the
14 approval of the Appointing Authority.

1 **ARTICLE 53 - STRESS/CAREER COUNSELING**

2
3 **Section 1.**

4 Any employee, during the performance of the employee's work, who is seized and detained by
5 force or threat, shall be allowed reasonable time off immediately after the incident to recover from any
6 physical or psychological disability caused by the action. Any period of time beyond one (1) day
7 necessary for purposes of readjustment shall be determined by the employee's physician or
8 psychiatrist subject to verification by a physician or psychiatrist of the Agency's choice.

9
10 **Section 2.**

11 Such leave shall be charged against any accumulated time the employee has earned; however,
12 where an employee is receiving compensation through Workers' Compensation or other victim
13 compensation relief, such charges will be on a pro rata basis not to exceed the employee's regular
14 salary (except staff assaults as defined in Article 33, Section 8).

15
16 **Section 3.**

17 Where an employee who has established a good work record develops improper work habits or
18 excessive absenteeism, which may be evidence of job stress, the Agency shall attempt to establish the
19 reasons behind the employee's poor work habits and shall counsel with the employee in an attempt to
20 aid the employee in developing a program to begin improving those habits. Any admissions of the
21 employee of wrong doing, which are brought out during such counseling sessions, shall not later be
22 used against the employee in any subsequent disciplinary procedure unless otherwise proven. The
23 Agency shall post and keep current all available educational programs, seminars, and workshops
24 relating to stress management.

1 **ARTICLE 54 – PAYMENT OF LEGAL DEFENSE EXPENSES FOR CRIMINAL CASES**

2

3 Provided all requirements for being covered as outlined in Department of Administrative

4 Services Risk Management Division Policy 1-202 are met, and, within the specified limits of coverage

5 cited in the Policy, should a bargaining unit employee have a criminal complaint filed against him/her

6 as a result of performing authorized duties that are within the scope of employment of the employee,

7 the Employer shall pay actual, reasonable and necessary legal defense costs incurred for criminal

8 defense counsel of the employee’s choice. Such payment shall be made directly to the employee’s

9 defense counsel. Payment to defense counsel and any reduction or offsets of any such payment shall

10 be pursuant to the Policy.

ARTICLE 55 – FIRE ASSIGNMENTS

Section 1.

Each year, the Agency will notify employees of the opportunity to volunteer for firefighting, fire camp support and other fire related activities in advance and in writing. The method of selecting employees and distributing fire camp, fire crew and other fire related assignments shall be worked out in an agreement between each local union and the management at each Institution. If an agreement cannot be reached, the Agency will select from a list of qualified volunteers based upon bargaining unit seniority.

Section 2.

Fire camp and fire crew duties are voluntary assignments, and by volunteering, the employees agree to deviate from normal work schedules without any shift changes penalty to the Agency. These assignments may include long hours in outdoor settings far from the employee's designated institution.

Section 3.

Staffing requirements will vary depending upon the needs of the outside Agencies that contract with the Agency for fire related services. It is the intent of the Agency to assign employees to wild land fire assignments by appropriate classification and to assure appropriate assignments are rendered during initial deployment, while onsite, and during deactivation.

Section 4.

Employees who are required to wear fire line Agency approved boots shall have their choice of being issued boots that meet applicable safety standards and which will be used for Agency related work only. If at any time the Agency issued boots are damaged or have excessive wear, the institution safety manager shall replace or repair the boots.

Section 5.

A fire assignment is defined as the time period from activation until the employee returns to their functional unit and completes assigned deactivation duties.

a) Fire Assignment Work Schedule

Employees shall have a work schedule of sixteen (16) hours on and eight (8) hours off each day except on the day of deployment, the day demobilization and where authorized by the Agencies contract with the Oregon Department of Forestry.

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Unless there is an: a) emergency, b) the need to accomplish immediate / critical fire suppression objectives, c) address immediate and critical firefighter or public safety objectives, or d) during initial deployment, initial attack, or deactivation, employees shall not normally work more than sixteen (16) hours in a twenty four (24) hour period.

b) Length of Assignment.

Standard assignment is up to fourteen (14) days or less exclusive of travel to and from the institution. Travel time to and from the incident shall be considered time worked. The length of the assignment is unknown at the time of the placement of the resource order and days and hours worked are not guaranteed.

c) Days Off.

Employees returning from fire assignments that have worked less than seven (7) days total, but have worked more than twelve (12) consecutive hours on the day of their return, will have a minimum eight (8) hours of rest between their fire assignment and the beginning of their next regularly scheduled shift at the institution. Administrative leave will be provided to the employee for any portion of the eight (8) hour rest period that falls during the employee's regularly scheduled shift. Administrative Leave is not applicable for those employees not scheduled to work within the twenty-four (24) hour period upon their return.

Employees returning from fire assignments that have worked consecutively for seven (7) to thirteen (13) days will receive a twenty-four (24) hour rest period upon return to their functional unit and completion of deactivation duties. Administrative Leave will cover any portion of an employee's remaining shift during this twenty-four (24) hour period. Upon written request and barring any compelling reason, employees may take accrued leave for time off beyond the twenty-four (24) hour rest period that would result in the completion of their next regularly scheduled work shift at the institution. Administrative Leave is not applicable for those employees not scheduled to work within the twenty-four (24) hour period upon their return.

Employees who have been on assignment fourteen (14) consecutive days or more, and who request it, will be permitted to utilize one day of accrued vacation leave in addition to administrative leave before returning to their normal work schedule.

d) Extension of Assignments.

Upon completion of the standard fourteen (14) day assignment, an employee may request an extension of up to seven (7) days if allowed by local labor / management agreement, and upon the approval of the Superintendent or his / her designee.

1 Assignment may be extended up to an additional seven (7) days beyond the twenty one (21)
2 day period by local labor / management agreement, at the request of the employee, and approval of
3 the Superintendent or his / her designee.

4 However, if the employee is to remain on the fire assignment, the employee must immediately
5 be scheduled two (2) days off using accrued leave (except sick leave), or at the employee's option,
6 unpaid leave, prior to the 22nd day of the work assignment. Days off will be away from the fire camp
7 with transportation provided back to the institution by the Agency. The decision where to take the
8 mandatory days off will be made between the employee and the Superintendent or his / her designee
9 with the intention that the employee's first option will be returning home.

10 11 Section 6.

12 When employees are deployed on fire assignment where inmates are provided meals,
13 employees shall receive at least the same number of meals as the inmates, free of charge. After initial
14 deployment, meals will be provided based upon resource orders from the Department of Forestry's
15 dispatching office to an institution or by way of agreement between the Department of Corrections and
16 the Department of Forestry for the provision of these services. On the extended fire assignments, the
17 DOC or the contracting agencies will ensure that sufficient meals are provided to employees.

18 19 Section 7

20 Employees who are off duty on forest fire assignments shall be considered on call unless the
21 Agency notifies the employee otherwise, per Article 19, Section 8 of the contract. However, forest fire
22 assignments are voluntary and an employee is not guaranteed on call pay solely by virtue of their
23 working on fire assignments, but will be entitled to on call pay only when they are so designated, or if
24 they meet the criteria outlined in Article 19, Section 2.

25 26 Section 8.

27 Notification of on call status shall be provided for through the fire camp roster if such a roster
28 exists. It shall be the responsibility of the employee to check the roster on a daily basis. If the fire
29 camp does not have a daily roster or a camp commander, then the senior employee will make every
30 reasonable effort to check with their respective institution fire camp manager / designee prior to
31 assigning an employee to on call status.

32 33 Section 9.

34 On call time will be distributed evenly and equitably to employees regardless of bargaining unit.
35
36

1 Section 10.

2 Department employees may be permitted to utilize state-owned vehicles (DOC or ODOF) when
3 available and to the extent that use does not compromise the operation of the fire camp or fire crews
4 for use during non-work hours if such use is consistent with policies outlined by the Department of
5 Administrative Services, the Department of Corrections or the Department of Forestry.

6 While performing fire camp duties, possession consumption or possession by consumption of
7 alcohol while in fire camp or on the fire line is prohibited.

8

9 Section 11.

10 If an employee is off duty and not on call, then that employee shall not be required to respond
11 to work related situations, except in emergencies. Failure to respond to any such situations shall not
12 be grounds for any disciplinary action, except in emergencies and then only in situations where
13 discipline would be appropriate under Article 50 of the contract. If an employee is required to respond
14 to an emergency or any other situation at the fire camp while off duty, the employee shall be entitled to
15 call back status pursuant to the contract.

2007-2009 AFSCME SIGNATURE PAGE

Signed this 1st day of June, 2008, at Salem, Oregon.

FOR THE STATE OF OREGON

FOR THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES

Scott Harra, Director
Department Administrative Services

Randall Ridderbusch
Corrections Coordinator
Oregon AFSCME, Council 75

Susan Wilson, Administrator
Human Resource Services Division

Tim Woolery
Oregon AFSCME, Council 75

Max Williams, Director
Department of Corrections

Greg Tilman
Local 3940

Craig Cowan
Department of Administrative Services

Tyler Brickey
Local 3361

Greg Morton

Brian Balzer
Local 2623

Brenda Frank

Clark Andersen
Local 3942

Christine Popoff

Mark Nooth

Scott Campbell
Local 3941

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Gary Kilmer

Garrett Laney

Heather Villanueva

Andre Dunn
Local 1878

David Dirkx
Local 405

Dwayne Skinner
Local 1643-2

Vernon Hampton
Local 3943

Scott Campbell
Local 3941

Ronald Bolles
Local 3371

Max Paltiro
Local 745

1 **LETTER OF AGREEMENT #1**

2
3 **2007-2009 INSURANCE**

4 **PART TIME EMPLOYEES HEALTH INSURANCE SUBSIDY**

5
6 This agreement is between the State of Oregon, acting through its Department of Administrative
7 Services (Employer) and the AFSCME (Union).

8
9 The Parties agree to the following:

10
11 The Employer will continue to pay the current part-time subsidy for eligible part-time employees who
12 participate in the part-time plan through December 31, 2007 as follows:

- 13
- 14 • Employee Only (EE) - \$181.72
- 15 • Employee and Family (EF) - \$233.84
- 16 • Employee and Spouse (ES) - \$231.06
- 17 • Employee and Children (EC) - \$206.60

18
19 For Plan Year 2008 and 2009, the subsidy will be paid at an amount so that employees will continue to
20 pay the same out-of-pocket premium costs that were in effect for Plan Year 2007. If an employee
21 changes from one tier to another or changes plan pursuant to PEBB rules, his/her out-of-pocket
22 premium costs will be adjusted to reflect the appropriate plan year's out-of-pocket premium cost for
23 his/her new tier.

24
25
26 FOR THE EMPLOYER _____ Date: _____

27
28
29 FOR THE UNION: _____ Date: _____

1 **LETTER OF UNDERSTANDING #2**

2 **Article 25 - (EOCI) Bidding**

3
4 After employees successfully bid their posts per Article 25 (EOCI), or failing to successfully bid,
5 are assigned to a post, Management can change an employee's shift only for valid cause. Such
6 change in shift may also include change in days off. If this change is believed by the employee to not
7 be for valid cause, the employee may appeal to a labor/management committee established for the
8 purpose of ruling on such appeals. Should the committee determine that the change was not made for
9 valid cause, the employee will receive the RFM differential for the entire period of the change of
10 assignment. The decision of this committee will be final and binding on both parties.

11
12 The employer retains the right and the discretion to change an employee's job assignment
13 within the employee's bid shift/days off. Such change is not subject to appeal to the
14 labor/management committee or under the grievance procedure. The employer will make such
15 changes only for good reason.
16

1 **LETTER OF AGREEMENT #3**

2 **Article 25 – Transport**

3
4 This agreement is between the State of Oregon, acting through its Department of Administrative
5 Services (Employer) on behalf of Department of Corrections (Agency) and AFSCME Council 75
6 (Union).
7

8 The purpose of this agreement is to provide assistance to institutions with hospital watches, as
9 the Transportation Unit's workload permits. It is not the intent of this agreement to provide the
10 institutions with additional post relief. The Transportation Manager and/or Transport Office Lieutenant
11 will coordinate the staff assignment with either the Institution Security Manager or the Shift Officer or
12 the Shift Officer in Charge to facilitate the working assignments.
13

14 When workload permits, Transportation Security staff will be assigned the duties and
15 responsibilities of inmate hospital watch on second shift. This assignment will be based on areas of
16 responsibility assigned to each of the regional Transportation offices within the State of Oregon.
17

18 Assignment to a hospital watch will be accomplished by using the following protocol:
19

20 **A. General Operational Process**

- 21
- 22 1. This ISDS Coordinator will develop and maintain a list for the purpose of selecting and
23 assigning staff to cover hospital watches.
 - 24 2. The area of responsibility for the Salem office will be Salem and Portland Metro area
25 hospitals. The area of responsibility for the Umatilla Office will be Hermiston, Umatilla,
26 Pendleton and Southeast Washington. The area of responsibility for the Ontario Transport
27 Office will be Ontario and Southwest Idaho.
28

29 **B. Salem Office Operation Process**

- 30
- 31 1. Monday-Friday (dayshifts): Transport will fill and straight time hospital watch positions that
32 are still open and in need of staffing.
 - 33 2. AFSCME staff on hospital watch will provide updates to the institution OIC on the
34 disposition of the inmate and potential release time. The institution OIC will be responsible
35 for any coordination necessary between these facilities that may result from these updates.

- 1 3. If there is need for a specialized vehicle, Transport will be notified and the Transport OIC
- 2 will coordinate with the institution OIC.
- 3 4. If overtime becomes necessary, it will be allocated to staff from where the inmate last
- 4 housed after all straight time hospital watch positions at both facilities have been utilized.
- 5 5. If mandated overtime is needed, the mandated overtime will be the responsibility of the
- 6 facility from where the inmate was last housed.

7
8 This agreement becomes effective on the date of the last signatures below and terminates upon
9 the conclusion of the 2007-09 agreement unless both parties agree to continue the agreement into the
10 successor agreement.

11
12 This agreement replaces any and all prior agreements on the subject of hospital watches.

13
14
15 FOR THE EMPLOYER: _____ DATE: _____

16
17
18 FOR THE UNION: _____ DATE: _____

1 **LETTER OF AGREEMENT #4**

2 **Article 25 - (Transportation Unit) Hospital Watch**

3
4 This Agreement is between the State of Oregon, acting through its Department of
5 Administrative
6 Services (Employer) on behalf of the Department of Corrections, Transportation Unit (Agency)
7 and the American Federation of State, County, and Municipal Employees, Council 75 (Union)
8 represented by Randy Ridderbusch.
9

10 All Transportation Security Staff statewide will be assigned the duties and responsibilities of
11 inmate hospital watch on second shift. This assignment will be based on areas of responsibilities
12 assigned to each regional Transportation Office located within the State of Oregon.
13

14 Assignment to a Hospital Watch will be accomplished by using the following protocol:
15

- 16 • Each Office will develop and maintain a list of Transport Correctional Officers for the purpose of
17 selecting and assigning staff to cover hospital watches.
18
- 19 • The Salem, Wilsonville Correctional Officer's list will be combined between the two (2)
20 Transport offices. The area of responsibility for these two (2) offices will be Salem, Portland Metro
21 Area. The Area of responsibility for the Umatilla office will be Hermiston, Umatilla, Pendleton,
22 Southeast Washington. The area of responsibility for the Ontario office will be Ontario and Southwest
23 Idaho.
24

25 All job changes or assignments are the responsibility of the affected Transport Unit Lieutenant.
26

27 This Agreement becomes effective on the date of the last signature on this Agreement and
28 terminates upon the conclusion of the 2003-05 collective bargaining agreement.
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1 **LETTER OF AGREEMENT #5**
2 **Eastern Oregon Correctional Institution**
3 **Change of Bid Shift and Days Off**
4

5 This Agreement is between the State of Oregon acting through its Department of Administrative
6 Services, hereinafter called the "Employer," on behalf of the Department of Corrections, hereinafter
7 called the "Agency," and the American Federation of State, County and Municipal Employees,
8 hereinafter called the "Union," and is binding upon the Employer, Agency and Union and all designated
9 representatives.

10
11 The parties agree to the following:

12
13 I. The Security Manager or designee may change an employee's shift and days off for valid cause
14 only. When practical, the employee shall receive a seven (7)-day notice of the change.

15
16 If the employee believes the change of bid shift and days off was not for valid cause, the
17 employee may appeal the decision to the Labor/Management Resolution Committee.

18
19 Should the Committee determine that a change of shift and days off was not for valid cause, the
20 employee shall receive the RFM differential for the entire period of the assignment.

21
22 II. Employees may not be removed from bid fixed posts, within their shift, except for valid cause. If
23 an employee is so removed, the employee may request review following the chain of command (i.e.,
24 shift lieutenant, captain, security manager, and assistant superintendent). If the matter is not resolved,
25 the employee may refer the matter to the Labor/Management Resolution Committee.

26
27 Should the Committee determine that this change of assignment is not for valid cause, the
28 superintendent shall take appropriate action as necessary.

29
30 III. The Labor/Management Resolution Committee shall consist of five (5) members: two (2)
31 Management members will be selected by the AFSCME Council 75 representative; two (2) Labor
32 members will be selected by the DAS Labor Relations Manager. The Superintendent will be a
33 permanent member of the Committee.

34
35 The decisions of this Committee are final and binding on both parties and cannot be pursued
36 through the grievance procedure.

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1 **LETTER OF AGREEMENT #6**
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3 **IMPLEMENTATION OF NEW CLASSIFICATIONS – APPEALS PROCESS**
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5

6 Section A: An appeal may be filed by an individual employee or a Union Council
7 Representative on behalf of the employee, to the Agency’s Human Resource Office within fifteen (15)
8 calendar days of written notification by the Agency of placement into the new classification.
9 Employees sharing the same or substantially similar position descriptions or employees the Agency
10 agrees to treat as a group may file an appeal as a group. The initial filing should describe the
11 individual or group, including the names of affected employees, identify the proposed placement, and
12 the placement believed to be correct by the affected employees. The appeal must include current
13 signed position descriptions. Because the old classifications are to be abolished, correct placement
14 cannot be back to the prior classification.
15

16 The agency shall conduct a review of the allocation using the following criteria:
17

- 18 1. The purpose of the position shall be determined by the statement of purpose and
19 assigned duties of the position description and other relevant evidence of duties assigned by
20 the Agency.
21
- 22 2. The concept of the proposed classification shall be determined by the general
23 description and distinguishing features of its class specifications, and,
24
- 25 3. The overall duties, authority and responsibilities of the position shall be determined by
26 the position description and other relevant evidence of duties assigned by the Agency. This
27 decision shall be made within thirty (30) calendar days of receipt of the appeal and provided to
28 the affected employees in writing and with a summary of the classification analysis.
29

30 Section B: If denied, the Union may appeal the Agency’s decision in writing to the Department
31 of Administrative Services Labor Relations Unit within fifteen (15) calendar days of receipt of the
32 written denial. The appeal will be considered by the Employer designee (or an alternate) and the
33 Union designee (or an alternate) who shall form the committee charged with the responsibility to
34 consider appeals and make decisions which maintain the integrity of the classification system by
35 correctly applying the classification specifications. Additionally, the committee may utilize two resource
36 persons, one designated by each party, to provide technical expertise concerning a specific series.
37 The committee will attempt to resolve the matter jointly determining whether the current or proposed

1 classification more accurately depicts the overall assigned duties, authorities and responsibilities of the
2 position using the criteria specified above.

3
4 In this process each of the designees may identify one alternate classification that he/she
5 determines most accurately depicts the purpose of the position and overall assigned duties. If an
6 alternate classification is identified, both the Union and Labor Relations Unit shall be notified. If the
7 parties concur that shall end the allocation appeal. In the event the committee concludes that the
8 proposed or alternate classification is more appropriate, the Agency retains the right to modify the work
9 assignment on a timely basis to make it consistent with the Agency's allocation.

10
11 Appeals shall be decided in order of receipt by the Labor Relations Unit.

12
13 Decisions shall be rendered by the designees no later than sixty (60) calendar days of receipt of
14 the appeal by the committee.

15
16 Section C: The decision of the designees shall be binding on the parties. However, the Agency may
17 elect to remove/modify duties at any point during the process.

18
19 Section D. If the appeals committee cannot make a decision, the Union may request final and binding
20 arbitration by a written notice to the Labor Relations Unit within the next forty five (45) calendar day
21 period. Each party may go forward with only one (1) classification. Each party may choose to take to
22 arbitration either the current classification, class appealed to, or an alternate classification identified by
23 a committee member. The arbitrator shall allow the decision of the Agency to stand unless he/she
24 concludes that the proposed classification more accurately depicts the overall assigned duties,
25 authority and responsibilities of the position.

26
27 Section E. Where a position is vacated after the filing of the initial appeal, the Union may continue the
28 appeal process and such appeals will be reviewed by the committee only after the review of all filled
29 positions appeals is completed and where the Agency indicates that no change in duties is anticipated
30 prior to refilling the position.

31
32 Section F. This process terminates upon completion of the allocation process.

1 **LETTER OF AGREEMENT #7**

2
3 This agreement is between the State of Oregon, acting through its Department of Administrative
4 Services (Employer) on behalf of the Department of Corrections (Agency) and AFSCME Council 75
5 (Union).

6
7 This applies to AFSCME Security Units only.

8
9 The parties agree to the following:

- 10
11 1. The Agency agrees to establish an OAM Training Workgroup composed of three (3)
12 Agency representatives and three (3) employee representatives. The purpose of this
13 workgroup will be to work on developing curriculum that applies OAM principles to
14 specific institution settings.
- 15 2. Employees representatives will attend meetings on Agency time so long as the
16 meeting time is during the employee's regular work hours.
- 17 3. The Agency shall not be liable for any penalty payments or overtime pay as a result
18 of employees of employees attending meetings.
- 19 4. This agreement becomes effective upon the 2007-09 Agreement and ends June 30,
20 2009.

21
22 FOR THE EMPLOYER: _____

DATE:

23
24 FOR THE UNION:

DATE:

