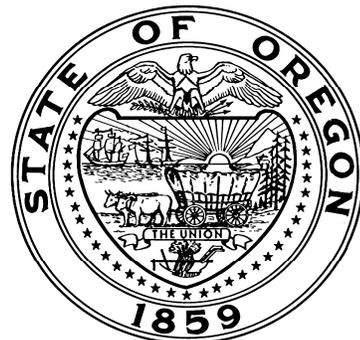


# COLLECTIVE BARGAINING AGREEMENT



*between*

# DAS

DEPARTMENT OF  
ADMINISTRATIVE  
SERVICES

*on behalf of*  
*Oregon Department of Corrections*  
*Local 2376*

*and*

# AFSCME

AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES  
COUNCIL 75

2009

-

2011

DOC SECURITY PLUS  
BOARD OF PAROLE AND POST-PRISON  
SUPERVISION



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## **ARTICLE 1 - SCOPE OF AGREEMENT**

### **Section 1.**

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

### **Section 2.**

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

- a. AFSCME Local 2376. Encompasses all other classified employees excluding supervisory and confidential employees as defined in ORS 243.650, employees at the Oregon State Penitentiary covered by the Association of Oregon Corrections Employees;
- b. Board of Parole and Post-Prison Supervision support staff. The parties agree that the term "classified employee" does not include temporary employees appointed under the provisions of ORS 240.380 or part-time employees who regularly work thirty-two (32) hours or less per month.

### **Section 3.**

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

### **Section 4.**

This contract incorporates the sole and complete Agreement between the Agencies and the Union resulting from negotiations held pursuant to the provisions of ORS 243.650 et seq. and supersedes all prior labor contracts. It is acknowledged that during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the

understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. It shall not be modified in whole or in part except by another written instrument duly executed by the parties.

#### Section 5.

a. This agreement will prevail whenever there is a conflict with applicable Employer Human Resource Services Division Personnel Policies and Agency Procedures relating to their implementation.

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

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

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

If agreement which alters the policy, procedure or rule is reached, it shall be reduced to writing and signed by both parties. If the parties are unable to reach an agreement within fourteen (14) days following the Level C meeting and the Union continues to believe the policy, procedure, or rule to be unreasonable, it shall notify the Agencies in writing of its intent to submit the matter to interest arbitration. Such written notification must be made during the fifteen (15)-day period immediately following the above mentioned fourteen (14)-day period. Failure to file such written notification within the prescribed time shall be understood by both parties to waive the Union's right to any further objection.

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

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

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

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

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

## **ARTICLE 2 - TERM OF AGREEMENT**

### **Section 1.**

This Agreement, and attachments hereto, shall be in full force and effect from the date of signing of this Agreement, unless otherwise-indicated in this Agreement, through June 30, 2011.

### **Section 2.**

For the purposes of compensation, the number of Union bargaining team members will be one (1) representative from each current Local Chapter and the Statewide Local President, not to exceed twelve (12) and AFSCME Council 75 representatives. (An additional labor bargaining team member will be added for each institution that may come on line.) Union bargaining team members will be compensated up to-one hundred (100) hours per member for time spent in negotiations. Team members whose schedules are other than five (5) eight (8)-hour day shifts will have their schedule adjusted to accommodate the bargaining schedule. Bargaining time and schedule adjustments will not result in overtime or other premium pay. Hours in excess of one hundred (100) must be authorized by mutual agreement of the parties.

Reasonable travel time to and from bargaining will be allowed on regular paid time if on an employee's regular work hours and will not be included in the above bargaining time.

### **Section 3. Successor Negotiations.**

Negotiations for a successor agreement will commence between January 2, 2011 and February 15, 2011, or sooner upon mutual agreement of the parties.

## **ARTICLE 3 - UNION SECURITY**

### **Section 1. New Employees.**

The Agencies agree to inform all new employees hired into positions included in the bargaining unit of the Union's exclusive recognition, and shall provide all present and future employees in the bargaining unit with a copy of its Agreement, provided the parties shall share equally in the costs of preparation and distribution of the Agreement. The Agencies agree to allow duly certified Union Representatives thirty (30) minutes, to speak to new employees about the Union's exclusive recognition, its benefits, and services available to the membership. This time will not be used for discussion of labor-management disputes.

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

### **Section 2. Union Access.**

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

### **Section 3.**

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

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

#### Section 4. Stewards.

The Union may select, and shall certify in writing to the Agency, employees to act as Union Stewards. With prior approval of management, stewards shall have authority to investigate and resolve grievances, alleged violation of the agreement before a written grievance is filed (Step 1 of the grievance process), and to distribute Union informational material provided that such activity does not interfere with the regular work. The investigation and processing of employee grievances and reasonable time to investigate alleged violations of the agreement before a grievance is filed will be permitted during working hours without loss of compensation.

If the permitted activities would interfere with either the Steward's or the grievant's duties, management shall, within the next working day, arrange a mutually satisfactory time for the requested activities. Time spent in grievance activities without the proper notification and release by an appropriate supervisor involved will be considered unauthorized leave without pay for both the Steward and the grievant. An employee may request and have present a Shop Steward or Union Representative at any formal discussion on disciplinary actions, or grievance proceedings, or any other matter that might adversely and substantially affect their future employment, pay, or chances for promotion.

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

#### Section 5. Union Business Leave.

##### **Union Business Leave does not constitute a break-in-service.**

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

For short- and long-term leave, AFSCME shall, receipt of billing, reimburse the Agency for payment of appropriate salary, benefits, paid leave time, pension, and all other employer-related costs.

##### a. Short Term.

Upon written request from the Executive Director of AFSCME Council 75 to DAS Labor Relations Unit, members of AFSCME Local 2376 shall be given release time from his/her position for the performance of Union duties.

Not to exceed a maximum of four (4) employees at any one time, selected by the Union to conduct Union business that takes them away from their employment may, at the employee's option be granted leave without pay, or leave with pay to be reimbursed by AFSCME Local 2376, to the Agency for a reasonable period of time not to exceed seven (7) days, upon seven (7)-days' advance notice by the Union. The determination for granting such leave shall be made by the Agency based on operational needs of the Agency. Leave will be requested through the normal agency procedure.

##### b. Long Term.

Upon written request from the Executive Director of AFSCME Council 75 to DAS Labor Relations Unit, AFSCME Local 2376 President or designee shall be given release time from his/her position for a period of time up to one (1) year for the performance of Union duties directly related and central to the collective bargaining relationship. Such requests will be

granted unless the affected Functional Unit can demonstrate that the employee's absence would adversely impact the operating needs of the employee's work unit.

If the Agency cannot grant such leave based on lack of funding, the Union may offer to reimburse within thirty (30) days of receipt of billing, the Agency for required costs (including: salary, benefits, paid leave time, pensions and all other employer-related costs) to allow the designated employee to take Union business leave. The Agency and the Union agree to meet and discuss and clarify if any overtime costs are to be paid by the Union prior to the requested leave. If no agreement is reached, the employee's request may be denied.

c. Contract Administration.

The Agencies agree to the attendance by the President or designee without loss of pay, at:

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

d. Monthly President's Leave.

The AFSCME Local 2376 President shall be allowed up to thirty-two (32) non-cumulative hours leave per month as leave without pay or be allowed use of accumulated vacation leave or accrued compensatory time with reasonable notice, to conduct union business. These hours may be allocated to local Chapter designees by the President.

Section 6. Communications.

a. The Agencies agree to furnish and maintain bulletin boards in convenient places to be used by Union for the posting of official Union notices only. Union shall keep the bulletin boards neat and orderly.

b. The Union shall be allowed the use of the internal mail system for communicating with job Stewards only.

c. Upon written request, the Agency will make reasonable accommodations for the Union for use of agency facilities when available for meetings. Whenever possible, meetings will be held outside the secure perimeter.

d. Personal use as defined in DOC policy may include Union business. Two-way communication relative to bargaining unit business between officially designated Union officers, management, and member to member via the DOC computer system will be consistent with the DOC personal use policy.

Section 7. Dues Deduction.

The Agencies agree 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 Agencies 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 15th 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 Agencies 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 Agencies 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 the request. During January of each year, the Agency will provide the Union a report showing the total numbers of current bargaining unit employees by gender, age and race.

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

#### Section 1. Purpose.

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

#### Section 2. Meetings.

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

#### Section 3. Scope of Authority.

Meetings will be held for purpose of discussion only. This committee will not enter into a binding agreement of any sort. Contractual type negotiations, attempts to resolve individual grievances, or similar matters must be handled in the manner provided within the Contract and will not be proper subject matter for such meeting.

## **ARTICLE 5 - LEGISLATIVE ACTION**

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

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

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

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

### Section 1.

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

### Section 2. Liability in Civil Suits.

In accordance with ORS 30.285, any employee who has any civil action suit or proceeding brought against the employee for causes resulting from acting in the employee's official capacity, duties or employment in good faith and without malice, shall be given legal defense by the State of Oregon. The Agencies further agree to provide written procedures which will outline the proper methods for requesting this legal defense.

## **ARTICLE 7 - SEPARABILITY OF PROVISIONS**

If any provision of this Agreement shall be found to be invalid by any court having jurisdiction in respect, thereof, such findings as to such provision shall not affect the remainder of this Agreement, and all other terms and provisions hereof shall continue in full force and effect as set forth herein. In such event, the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such term or provision.

## **ARTICLE 8 - NO STRIKE OR LOCKOUT**

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

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

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

## **ARTICLE 9 - EQUAL OPPORTUNITY**

### **Section 1.**

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

### **Section 2.**

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

### **Section 3.**

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

### **Section 4.**

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

### **Section 5.**

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

## **ARTICLE 10 - MANAGEMENT RIGHTS**

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

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

## **ARTICLE 11 - CONTRACTING OUT**

### **Section 1.**

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

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

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

### **Section 2.**

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

### **Section 3.**

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

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

#### Section 4.

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

- a. Require the contractor to hire employees displaced by the contract at the same rate of pay for a minimum of six (6) months subject only to “just cause” terminations. In this instance, the state will continue to provide each such employee with six (6) months of health and dental insurance coverage through the Public Employee Benefits Board, if continuation of coverage under the Bargaining Unit Benefits Board is allowed by law and pertinent rules of eligibility. Pursuant to Article 44, an eligible employee shall be placed on the Agency layoff list and may, at the employee’s discretion, be placed on a secondary recall list for a period of two (2) years; or
- b. Place employees displaced by a contract elsewhere in state government in the following order of priority: within the Agency, within the department, or within state service generally. Salaries of employees placed in lower classifications will be red-circled
- c. An employee may exercise all applicable rights under Article 44, Layoff.

#### Section 5.

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

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

### **ARTICLE 12 - INSURANCE**

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

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

Effective January 1, 2009 and through December 31, 2009, the Employer shall make a contribution sufficient to cover the premium costs for PEBB health, dental and basic life benefits chosen by each eligible full time employee.

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

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

Should rates for 2010 and 2011 exceed the Employer contribution, the parties shall jointly petition the Public Employees Benefits Board to use reserve funding to support any premium increase above five (5%) percent during the 2010 and 2011 plan years.

## **ARTICLE 13 - SALARY AND WAGES**

### **Section 1.**

a. Effective July 1, 2007 salary schedules shall be adjusted upward three percent (3%) but shall be no less than eighty dollars (\$80).

b. Effective November 1, 2008, salary schedules shall be adjusted upward by three and two tenths percent (3.2%) but shall be no less than eighty-five dollars (\$85).

### **Section 2.**

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

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

### **Section 3. Oregon Public Service Retirement Plan Pension Program Members.**

For purposes of this Section 3, “employee” means an employee who is employed by the State on or after August 29, 2003 and who is not eligible to receive benefits under ORS Chapter 238 for service with the State pursuant to Section 2 of Chapter 733, Oregon Laws 2003.

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

### **Section 4. Effect of Changes in Law (Other than PERS Litigation).**

In the event that the State’s payment of a six percent (6%) employee contribution under Section 2 or under Section 3, as applicable, must be discontinued due to a change in law, valid ballot measure, constitutional amendment, or a final, non-appealable judgment from a court of competent jurisdiction (other than in the PERS Litigation), the State shall increase by six percent

(6%) the base salary rates for each classification in the salary schedules in lieu of the six percent (6%) pick-up. This transition shall be done in a manner to assure continuous payment of either the six percent (6%) contribution or a six percent (6%) salary increase.

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

Section 5. New/Revised Classes. None in this contract period.

Section 6. Selective Salary Adjustments. None in this contract period.

## **ARTICLE 14 - SALARY ADMINISTRATION**

### Section 1.

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

### Section 2.

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

### Section 3. Submission of Salary Increases.

a. For employees initially hired to state service, the salary eligibility date shall be set one (1) year from the date of hire. However, an employee's salary eligibility date may only change because of employment actions as a result of reallocations, reemployments, reclassifications or leaves without pay in excess of thirty (30) days except those leaves protected by federal or state Law (FMLA, military, workers compensation).

b. Salary increases to correct errors or oversights and retroactive payments resulting from grievance settlements will be authorized. In no event shall any retroactivity exceed twelve (12) months from the date upon which the oversight or error is brought to management's attention in writing, or, in the case of a grievance settlement, the date the grievance was filed in writing.

### Section 4. Salary on Promotion.

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

### Section 5. Salary on Demotion.

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

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

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

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

### Section 6. Effect of Break in Service.

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

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

### Section 7. Employees in Positions For Less Than One (1) FTE (i.e., a Percentage Employee).

- a. Employees in positions of less than one (1) FTE position shall be paid the appropriate percentage of their base salary.
- b. All extra hours worked beyond the percentage schedule shall be paid at the hourly rate.
- c. Employees who work less than the percentage schedule shall have time deducted at the hourly rate. Employees may request that the Agency substitute appropriate paid leave (vacation, comp time) for hours not worked during the month.
- d. Such employees shall receive a proration of sick and vacation leave based on the position's percentage FTE (e.g., if a .64 FTE position works .90 FTE the employee receives a proration to .90 FTE for the month, and if a .64 FTE position works .60 FTE the employee received a proration only to .60 FTE).

e. Such employees shall receive a proration of employer health insurance contribution, provided that the percentage employee is hired in a position that is greater than .50 FTE and works more than eighty (80) hours per month.

#### Section 8. Time Change to and From Daylight to Standard Time.

a. Daylight to Standard Time Change.

1. An employee who is eligible for overtime compensation and whose scheduled shift includes one (1) additional hour due to change from Daylight to Standard Time shall be compensated one (1) hour at the overtime rate for that additional hour (first shift only).

2. An employee who is not eligible for overtime compensation and whose scheduled shift includes one (1) additional straight time hour due to a change from Daylight to Standard Time shall be paid at their regular rate of pay for that shift.

b. Standard to Daylight Time Change.

1. An employee whose scheduled shift change of time works one (1) hour less to complete the shift, is allowed, upon request, to use vacation leave, compensatory time to permit full pay for the scheduled shift; if not, then employee's missed time will be recorded as LWOP.

#### Section 9. Recoupment of Salary Overpayments.

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

1. The Agency may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum period of two (2) years before the notification.

2. Where this process is utilized, the employee and Agency shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification

3. If there is no mutual agreement at the end of the thirty (30) calendar day's period, the Agency shall implement the repayment schedule stated in sub 4 below.

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

5. In the event the employee was paid for hours not worked, subsections 1-4 shall not apply and the overpayment is subject to immediate recoupment.

b. An employee who disagrees with the Agency's determination that an overpayment has been made to the employee may grieve the determination through the grievance process.

c. The article does not waive the Agency's right to pursue other legal procedures/processes to recoup an overpayment made to an employee at anytime.

## **ARTICLE 15 - OVERTIME**

### **Section 1.**

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

### **Section 2.**

Overtime for employees working a regular workweek is time worked in excess of eight (8) hours per day or forty (40) hours per week within the employee's basic workweek. Overtime for employees working an irregular work schedule (four/ten (4/10)) is time worked in excess of the scheduled hours per day or forty (40) hours per week within the employee's basic workweek. Time worked beyond regular schedule by employees scheduled for less than eight (8) hours per day or forty (40) hours per week is additional straight time worked rather than overtime until work exceeds eight (8) hours per day or forty (40) hours per week within the employee's basic work week.

### **Section 3. Shift Change Penalty.**

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

Shift change penalty for working more than eight (8) hours in a twenty-four (24)-hour period does not apply for regular posted shifts which have different starting times such as Library and Food Service shifts.

Except for shift changes requested by the employee and approved by the Agency or for any form of Agency approved training, if a shift change requires an employee not to have two (2) consecutive days off for employees working (5/8's), or three (3) consecutive days off for the employee working 4/10's, the employee will be compensated four (4) hours straight pay. This penalty payment is paid only once going into the change, not for the return to original shift.

### **Section 4.**

Overtime shall be paid at the rate of time and one-half (1-1/2). The employee has the option to request cash or compensatory time off for overtime. If compensatory time is used, it shall be credited at the appropriate overtime rate. Any compensatory time accrued in excess of eighty (80) hours will be paid off within the pay period of the month following the month in which it is accrued.

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

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

### Section 5. Exemptions from Overtime.

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

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

### Section 6. AFSCME Local 2376 Exempt Employees.

Exempt employees who work over forty (40) hours in a workweek shall receive hour-for-hour compensation in the form of time off for hours exceeding forty (40) in the workweek.

### Section 7.

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

### Section 8.

The parties agree that an employee's compensatory time is payment for work already accomplished. Compensatory time may be used by the employee in lieu of vacation or sick leave unless the employee is on written notice involving attendance problems.

## **ARTICLE 16 - DIFFERENTIALS**

### Section 1. Shift Differentials, including RN/LPN.

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

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

An employee (except RN's and LPN's) shall be paid a differential of seventy-five cents (\$.75) per hour for all hours worked between the hours 6:00 p.m. to 6:00 a.m. excluding alternative work schedules requested by the employee and approved by the Agency. A major portion of an hour is a period of thirty (30) minutes or greater.

The differential for RN's and LPN's (Health Services Technician) shall be one dollar and eighty-five cents (\$1.85) per hour for all hours of any shift starting between the hours of 12:00 noon and 3:00 a.m. The differential for RN's and LPN's (Health Services Technician) working four (4) or more hours of their regular scheduled shift between 12:00 midnight and 6:00 a.m. shall be two dollars and twenty-five cents (\$2.25) per hour. A major portion of an hour is a period of thirty (30) minutes or greater.

### Section 2. Weekend Differential.

- a. This differential shall apply to Registered Nurses (RN's) and LPN's in the unit.
- b. Weekend differential shall be paid for all hours worked on a Saturday and Sunday. RN's shall be eligible for the differential for hours worked beginning 12:01 a.m. Saturday through 11:59 p.m. Sunday night.

- c. This differential shall be \$1.60 per hour.

### Section 3. Commercial Driver's License (CDL) Differential.

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

### Section 4. Bilingual Differential.

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

### Section 5. Housing Allowance for Chaplains.

Provided the employee meets all the IRS regulations, thirty-five percent (35%) of the monthly salary of all Chaplains in the full-time employment of the Department shall be designated as housing allowance. Each Chaplain shall report annually to the appointing authority the exact amount being claimed under Section 107 of the Internal Revenue Code of 1954 as housing allowance.

### Section 6. Dog Handlers.

Employees assigned as Dog Handlers will receive three (3) hours paid time per week for canine care within the employee's regularly scheduled forty (40) hour workweek.

### Section 7. TERT and CNT Teams.

Members of the TERT and CNT Teams shall have a premium of two percent (2%) per month added to their base wages.

### Section 8. Institution Registered Nurse.

a. BSN Differential. Any Institution Registered Nurse who possesses a Baccalaureate degree in Nursing shall be eligible to receive an additional four and seventy-five one hundredth percent (4.75%) of his/her salary rate. To receive the differential the nurse shall submit appropriate verification of this degree to the Institution's Human Resource Analyst. The nurse may begin receiving the differential the first of the month following confirmation by the HRA.

b. MSN Differential. Any Institution Registered Nurse who possesses a Master's degree in Nursing shall be eligible to receive an additional nine and five tenths percent (9.5%) of his/her salary rate. Individuals eligible for this differential shall not also receive a BSN differential. To receive the differential the nurse shall submit appropriate verification of this degree to the Institution's Human Resource Analyst. The nurse may begin receiving the differential the first of the month following confirmation by the HRA.

### Section 9. Security Differential.

The parties shall use the following procedure to process security differential points:

- a. Security differential points will be awarded to eligible employees. Eligible employees are those employees assigned to Department of Corrections AFSCME-represented non-security classifications who perform various levels of security and/or

custody duties as determined and recommended by the Security Review Committee in a memorandum to all AFSCME strikeable unit employees dated May 22, 2000.

b. Annually, as part of the performance review, supervisors and eligible employees shall review the position description and differential assessment form. The review will ensure that the duties of the position continue to be eligible for the differential and the appropriate number of points have been awarded. The position description and assessment form will be signed and forwarded to the assigned department human resource consultant who will verify the duties and points. The HRC will send the documents to Personnel Records. A copy of the differential form will be placed in the employee's file.

c. Prior to recruitment, supervisors shall review and update as necessary position descriptions and assessment forms for vacant positions. The documents will be forwarded to the assigned department human resource consultant and the recruitment section.

d. Security differential points shall be reviewed at the employee's request. The employee shall request the employee's current position description and assessment form and then review it with the employee's immediate supervisor. The employee shall receive an official position description and assessment form signed by the supervisor noting agreement or disagreement within fourteen (14) calendar days of submission to the supervisor, or the employee can proceed to the next step without the position description or assessment form. The employee will submit the official, signed position description and assessment form or an unsigned version if the supervisor did not sign it, and a written explanation for the basis of the points change request to the Human Resources Office within thirty (30) days of having given the position description and assessment form to the employee's supervisor. A copy will be mailed to the Union.

e. Any disagreement regarding the number of security differential points awarded to an employee will be resolved by a review of the Local President or designee and the Assistant Director of Human Resources or designee using the criteria set forth by the original security differential committee.

f. Security differential points shall be twelve dollars and seventy cents (\$12.70).

g. Adopt the attached Letter of Agreement on conditions under which an employee who is not currently receiving or occupying a position eligible for security differential points can receive such point.

#### Section 10.

Employees in the classification of Facility Maintenance Specialist (C4012) shall be paid a differential of five percent (5%) above their base rate of pay when duties are assigned in writing which require a Limited Maintenance electrician license.

### **ARTICLE 17 - CALL-BACK TIME**

#### Section 1. Call Back Pay.

Except as modified in Sections 2-4 of this article, an employee who is called back to work outside the employee's regular shift, will receive overtime compensation in accordance with the Overtime Article of this Agreement for hours actually worked; but in no event will the employee be paid less than four (4) hours at the straight time rate of pay.

## Section 2. Exceptions to Call Back Pay.

This provision will not apply when call-back results from employee oversight, (i.e., taking home necessary keys and/or equipment necessary at the Institution). The provision does not prevent the Agencies from calling employees for information not requiring call-back to the work site. The employee would not be required to remain home or available unless on standby.

## Section 3. Telecommuting.

If an employee is called to work and such work is conducted from the employee's home or alternate work site, the employee shall be paid only for the time actually engaged in the Agency's business. If such work results in an overtime situation as described by the employee's telecommuting agreement, the overtime shall be paid at the applicable overtime rate.

## Section 4. Off-Duty Telephone Calls.

An employee who responds to a telephone call outside of his/her schedule hours that is directly from Agency management or authorized by Agency management will be compensated at the appropriate rate of pay for no less than thirty (30) minutes or actual time whichever is greater. However, the employee will not receive additional compensation if the employee receives multiple telephone calls during the same thirty (30) minute period. This subsection shall not apply to overtime which is essentially a continuation of the scheduled work shift. This subsection shall not apply to telephone calls where Agency management directs the employee to report for work. This section shall not apply to employees assigned to on-call or standby duty status.

## **ARTICLE 18 - REPORTING PAY**

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. Work scheduled in this context does not include work hours assigned or volunteered for outside their regular schedule.

## **ARTICLE 19 – STANDBY DUTY/ON-CALL DUTY**

On-call and standby duty will be assigned on an equitable basis among employees who are qualified to do the work. If the work assigned includes the duties of acting supervisor, management will determine who is qualified. When on-call or standby duty is assigned, on-call or standby pay will be in effect. When an on-call or standby duty is assigned the affected employee will be notified of the effective pay status. Assignment will be made in writing unless time and circumstance prevent prior written notice.

### Section 1. Standby Duty.

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

b. Compensation for standby duty shall be at an FLSA-eligible employee's straight time rate of pay or for FLSA-exempt employees hour-for-hour compensatory time off. Overtime hours shall be at the appropriate overtime pay rate pursuant to Article 15.

Section 2. On-Call Duty.

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

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

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

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

Section 3.

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

**ARTICLE 20 - WORK OUT OF CLASSIFICATION**

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

Job Rotation is the performance, by mutual agreement, by an employee, of a different work assignment, on a non-permanent basis, for an agreed-to period of time. A job rotation may trigger work out of class pay if the assignment is to a classification which is in a higher salary range.

**ARTICLE 21 - LEADWORK DIFFERENTIAL**

Section 1.

Leadwork differential shall be defined as a differential for employees who have been formally assigned by their supervisor, in writing, "leadwork" duties over two (2) or more employees in their classification or salary range for ten (10) consecutive calendar days or longer. Leadwork is where, on a recurring daily basis, while performing essentially the same duties as the workers led, the employee has been directed to perform substantially all of the following functions: to orient new employees, if appropriate; assign and reassign tasks to accomplish prescribed work efficiently; give direction to workers concerning work procedures; transmit established standards of performance to workers; review work of employees for conformance to standards; and provide informal assessment of workers' performance to the supervisor.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

- a. The employee shall notify their supervisor and appropriate Personnel Officer, in writing for a review.
- b. The supervisor, on behalf of the Agency, will respond to the employee in writing, within fifteen (15) calendar days from the date of notification.
- c. If it is the Agency's determination that the leadwork duties were assigned, the leadwork differential will be effective the date the employee notified the supervisor.
- d. If the Agency determines that the duties are not leadworker or wishes to remove the duties, the employee will be notified as noted in "b" of this Article.

## **ARTICLE 22 - TRAVEL/MOVING ALLOWANCES**

### **Section 1.**

Travel and Moving Allowances will be reimbursed in accordance with the Department of Administrative Services Accounting Division Policy.

### **Section 2.**

If the per diem rates change, as reflected in the Department of Administrative Services Accounting Division Policy, the rates for the article will likewise be adjusted.

### **Section 3. Reimbursement of Expenses Incurred in Rescinded Transfer.**

An employee who is given a written notice of transfer that is later rescinded shall be compensated by the Agency for all expenses incurred which are under this Article. The employee shall furnish the Agency with normally required receipts of expenses claimed when requesting such compensation. (From Article 52, Section 3)

### **Section 4. Travel Time on Authorized Agency Business.**

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

## **ARTICLE 23 - EMERGENCIES**

### **Section 1.**

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

### **Section 2.**

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

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

## **ARTICLE 25 - WORKING CONDITIONS**

### **Section 1. Workweek.**

a. Workweek Defined. The workweek shall begin at 00:00 a.m. Sunday and end at 12:00 Midnight the following Saturday. All permanent full-time employees in the unit shall be scheduled for five (5) shifts of eight (8) hours with two (2) consecutive days off within each workweek, or four (4) shifts of ten (10) hours with three (3) consecutive days off within each workweek. Saturday and Sunday will be considered as consecutive days off within the workweek.

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

c. Schedule Changes. Employees subject to changes in shift and days off shall be given seven (7) days notice prior to implementing a schedule change.

## Section 2. Working Hours.

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

b. Rest Breaks. Rest periods will consist of two (2), fifteen (15)-minute breaks away from the work area. Rest periods preferably will occur between the second and third hours and the fifth and sixth hours of the employee's shift.

The parties recognize that all staff, however, cannot be guaranteed rest breaks on a regular and recurring basis. Management agrees to make every reasonable effort to allow rest breaks. This paragraph is not intended to change existing practices for non-institution employees.

## Section 3. Meal Periods.

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

b. Where an overtime assignment that is contiguous to an employee's regular work schedule will be four (4) or more consecutive hours, the Agency will schedule a thirty (30) minute meal period for the employee at the end of their regular work schedule.

Employees who are not relieved from their work assignment, and are required to remain in their work area while eating, shall have such time counted as time worked.

In no instance shall an employee be required to use a meal period in excess of one (1) hour.

c. Except as noted in subsection d) and e), employees currently working on an Agency approved work schedule that includes an eight (8) hour or ten (10) hour daily shift without an unpaid meal period may continue to do so unless revoked by the Agency or employee upon seven (7) calendar days prior written notice. If the employee revokes the schedule, the Agency shall not suffer any overtime or other premium pay penalties.

d. Bargaining unit employees desiring to work a schedule without an unpaid meal period for a period of not less than thirty (30) consecutive calendar days shall make the request in writing to the Agency. The Agency shall review the request and approve or deny the request subject to operating needs. The Agency's decision shall not be subject to the grievance procedure. The Agency or employee may revoke the schedule that has an unpaid meal period upon seven (7) calendar days with prior written notice. If the employee revokes the schedule, the Agency shall not suffer any overtime, shift change penalty pay or other premium pay penalties.

e. An employee who occupies a position as a Boiler Operator in all institutions shall be required to work an eight (8) or ten (10) hour shift without an unpaid meal period. Except for Food Service Coordinators employed at CRCI and TRCI, all Food Service Coordinators shall be required to work an eight (8) or ten (10) hour shift without an unpaid meal period.

f. This subsection will not abrogate the work schedule options outlined in Letter of Agreement #5 (OSP-M) which does not include an unpaid meal period.

g. This section shall not apply to Institutional RN's and Health Service Technicians.

#### Section 4. Clean Up Time.

Except in emergencies, employees shall be allowed a reasonable amount of clean up time during duty hours, prior to completion of shift. Abuses of clean up time may be subject to disciplinary action.

#### Section 5. Institution Working Conditions.

Where employees work varying shifts and days, the Agency will meet to discuss the working conditions with representative(s) for the Union.

#### Section 6.

Employees assigned as staff relief will receive a five percent (5%) increase to their base pay in lieu of other penalty pay.

#### Section 7. Time Trades.

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

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

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

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

The notification deadlines and/or the completion period may be extended or reduced at individual functional units by mutual agreement between the local Union and the Functional Unit Manager via the Labor/Management meeting process.

Functional Unit Manager may reduce the minimum notification deadline or extend the completion period at their discretion and with the agreement of the affected employee.

#### Section 8. Local Working Conditions.

##### A. CCCF: Food Services

Coffee Creek Correctional Facility Food Services will bid for shift and days off based on DOC Seniority for all positions within Culinary including the Bakery and Warehouse positions. The Bakery and Warehouse positions will be bid every two years in alternating years.

The bid process for all other assignments will take place every six (6) months with bids taking place in the months of June and December. Staff will be notified of the results of their bid in the months of July and January with the new bid schedules beginning in August and February.

If two or more employees have the same DOC seniority date, the order of seniority will rotate between the individuals every six (6) months. The only way the above process would change is a written agreement between the Union and management.

##### B. Central Distribution: Equipment Operators

The parties agree to the following for the Equipment Operators at Central Distribution Center:

For the purpose of this Letter of Agreement seniority will be determined based on the latest AFSCME Security Plus West Side Layoff list. The seniority dates are computed in accordance with Article 44 – Layoff, Section 4. Service Credits.

Bidding will occur every six (6) months effective the first Sunday in July and January. The Equipment Operators will bid their scheduled days off by seniority starting with the most senior employee. Available shifts and days off are to be posted by Management two (2) weeks prior to bid date.

This schedule will be implemented starting on or about September 14, 2004.

C. OSCI: Food Service Coordinators

The parties agree to the following for the Food Service Coordinators at Oregon State Correctional Institution (OSCI):

For the purpose of this Letter of Agreement seniority will be determined by length of time in class within the Food Service Department at OSCI.

Bidding will occur every six (6) months effective on the first Sunday in July and December. The Food Service Coordinators will bid their scheduled days off by seniority starting with the most senior employee in descending order.

Available shift and days off will be posted two (2) weeks prior to bid date.

All shifts will be included in this process excluding the Inventory Control post. This shift is identified as an exempt position.

This schedule will be implemented starting on or about August 27, 2004.

D. CCCF: Health Services – RN's and Health Services Technicians

Shift and Day's Off Bid process (LPN's and RN's)

For purpose of shift bidding, seniority is defined as total length of DOC represented service. Health Service Techs (LPN's) and Registered nurses (RN's) shall bid combined based upon their Agency seniority for a twelve (12) month period of time. Health Services (CCCF) management will post the shift bid fourteen (14) days prior to the bid. The Shift and Day's Off bid will take place no less than thirty (30) days before the schedule change.

Employees on initial trail service may bid for shift and days off in order of seniority as defined as total length of service. Employees who final to successfully bid, who do not apply to bid, will be assigned at the discretion of the Health Service's Management.

Bids will address only shift and days off. Bidding will occur every twelve (12) months, becoming effective on the last Sunday of January. The Health Services Manager or designee shall post assignment rotation pattern at least thirty (30) calendar days prior to the start of the new bid.

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

1. New Hires – All employees with the same hire date, will have their seniority determined by lottery (i.e., individual employees from each affected new hire grouping will draw a number). This will be their permanent seniority. (Not to be redrawn each bid cycle.)
2. The Agency agrees to post a seniority list. The Agency agrees to update this information as necessary to include new transfers, hires and promotions.
3. The work schedule for bidding and the bidding schedule will be published documents and posted in the nurses station, emailed or mailed to any staff not present because of time off and/or training.
4. All employees shall submit their bids in writing. All phone bids will be validated by union represented member and signed by a manager.

The labor/management team will determine the mechanics of the bidding process. The parties agree to review the mechanics and make necessary changes after each bid. Any agreed changes to the mechanics of the bidding process will be provided to staff no later than thirty (30) days prior to the bid.

#### Distribution of Voluntary Overtime.

Volunteers will be sought by contract with all staff on shift followed by contract of a volunteer list as determined by local labor/management committees. No employee shall be required to work more than sixteen (16) hours of mandatory overtime per week unless there is an emergency or valid cause. If the above factors need to be revisited it shall be done through the labor/management process. Voluntary overtime may be denied for valid cause. Mandatory overtime lists will be posted. Mandatory overtime must be accordance with Article 23 Section 2.

#### Annual Vacation Bidding.

Employees shall bid for their vacation based upon their seniority in Sate service with LPN's and RN's being considered as one (1) classification for this purpose.

During the annual vacation bid process, employees may place a bid for a consecutive block of time based on accrued vacation leave. Following the completion of the first bid, a second bid will take place. Bids may be submitted in writing in advance, if the employee is absent at the time of the bid. Employees who miss their designated bid time will be permitted to bid for any remaining vacation slots.

#### Non Bid Assignments

Non-Bid Assignments (filled by seniority and interest).

The three current positions are:

- (2) Receiving Nurse Positions
- (1) Infection Control Nurse Position

Non-biddable assignments will be included in the annual review of assignments.

#### Daily Post Scheduling and Assignment

The health services management team will make the specific daily work schedules.

Daily assignment will be communicated to all staff.

The process of communicating unexpected changes in daily assignments will be addressed during the Labor/Management meetings.

#### E. SRCI: Food Services Shift Bid

Food Service Coordinators who have completed trial service may bid shifts in order of seniority. For the purposes of this Letter of Agreement, seniority is defined as agency time in class as a Food Service Coordinator. If two (2) or more employees have the same time in class, seniority shall then be determined by alphabetical order of the last name.

Management will assign work assignments and days off.

Shift Rotations will occur the first Sunday of January, May and September.

Each rotation will have ten (10) work assignments with at least one (1) weekend day off, such as Friday/Saturday, Saturday/Sunday, or Sunday/Monday. If the Food Service Coordinator positions are not fully staffed (less than twenty-three (23) Food Service Coordinators), there is a possibility that there may not be ten (10) weekend day off work assignments available.

Upon completion of trial service, Food Service Coordinators will be eligible for the weekend days off rotation effective at the beginning of the next scheduled shift rotation.

Work hours defined:

The standard workday shall be a period of twenty-four (24) hours containing eight (8) consecutive hours of work interrupted by rest periods. Employees will be expected to remain on duty during their meal period with the exception of an employee's rest periods as provided in Article 25(2)(b). Article 25(3) applies to all employees expected to remain on duty during meal times.

Four (4) work assignments (two (2) in Dry Storage and two (2) in Bakery) are exempt from the four (4) month rotations and are assigned by management.

Provision can be made for extraordinary or extenuating circumstances that require specific days off. Variance from the days off rotation will be allowed after review and mutual agreement by both management and a majority of staff members.

#### F. SRCI: Physical Plant

##### **Work Schedule**

Represented trades and classes within the SRCI Physical Plan (with the exception of SRCI P.E.S.T and Boiler Operators) will work a five (5) day/eight (8) hour schedule. Normal working hours will be 7:15 a.m. until 3:15 p.m. Monday – Friday. To facilitate staff and management schedule needs these working hours may be adjusted by agreement between the affected staff and management with approval by a union representative.

##### **Lunch Breaks**

Employees will be afforded a thirty (30) minute paid lunch break

Nothing in this agreement changes the authority of management as outlined in Article 10 – Management Rights – of the current collective bargaining agreement.

#### G. SRCI: Central Plant Boiler Operation

Plant Maintenance Workers with the working title of Boiler Operator, who are not on trial service shall bid shifts that include days off. This will be done by order of Agency seniority every six (6) months, beginning at the start of the first workweek as defined in Section 1 of Article 25, in the months of January and July of each year. This will take effect in July 1, 2003.

An employee may remain on a specific shift for not more than four (4) consecutive bids. Employees who fail to successfully bid, or do not apply or bid, will be assigned the remaining shifts at the discretion of the institution management, or until the employee is able to make a successful bid.

Employees may request a temporary reassignment from the shift bid to another shift once per bid cycle. These temporary reassignments will be for a period of no more than thirty (30) consecutive days, except for medical emergencies and training purposes. They will require the mutual agreement of the affected employees and the approval of the immediate supervisor.

#### H. EOCI: Physical Plant

The workday will include two (2) fifteen (15)-minute rest periods. Rest periods preferably will occur between the second and third hours and the fifth and sixth hours of the employee's shift.

The meal period shall be scheduled for each employee at approximately the mid period of the workday as work permits.

The Powerhouse staff will rotate shifts every six (6) months.

Employees assigned as staff relief will be compensated per Article 25, Section 6.

I. DRCI: Food Services

The standard workday shall be a period of 24 hours containing 8 consecutive hours of work interrupted by rest periods.

Employee assigned as staff relief will be compensated per Article 25, Section 6.

Food service Coordinators who have completed trial service may bid shifts in order of seniority. For the purpose of this document seniority shall be defined as agency time in class as a Food Service Coordinator. If two or more employees have the same time in class, seniority shall then be determined by a one time number draw.

Management will coordinate work assignments and day off and shall make the information available to the employees prior to the bid. The bid shall take place six (6) weeks prior to the actual changing of shift rotations. Schedule change will be posted four (4) weeks prior to starting.

Shift rotations will occur the first Sunday in the month of February and August.

Food Service Coordinator assignments in the special functions, warehouse, and bakery will not be included in the shift rotations. These positions are assigned by management through a selection process giving deference to specific work experience. These positions are listed on a two (2) year rotation when new consideration shall be given by the manager. Written criteria will be available at the time of rotations to cover the requirements for each position. The potential vacancies shall occur within a six (6) month period establishing separate start times. The vacancies shall be posted and all interested employees shall submit in writing to the manager a request for consideration to fill the post.

Time off requests will be granted by management on a first request basis. If two or more employees request the same period of time and the matter cannot be resolved the matter will be settled through Article 32, Section 10(d).

Provisions can be made for extraordinary or extenuating circumstances that require specific days off. Variances from the days off rotation will be allowed after review and mutual agreement by both management and staff members.

J. EOCI: Food Services

The standard workday shall be a period of twenty-four (24) hours containing eight (8) consecutive hours of work interrupted by rest periods. (Employees shall not receive a paid meal period.)

Employees assigned as staff relief will be compensated per Article 25, Section 6.

The workday will include two (2) fifteen (15) minute rest periods. Rest periods preferably will occur between the second and third hours and the fifth and sixth hours of the employee's shift.

K. SRCI: Recreation Specialist

**Work Schedule Bidding Process:**

Recreation Specialists who have completed trial service shall bid shifts, which include days off in order of seniority. Employees who fail to successfully bid, or do not bid, will be assigned the remaining shifts at the discretion of the institution management.

For the purposes of this Letter of Agreement, seniority is defined as agency time in class as a Recreation Specialist. If two (2) or more employees have the same time in class, seniority shall then be determined by draw.

Bidding will occur every six (6) months, effective the first Sunday of October and April. Bids will address only shift and days off combinations.

The Labor-Management process shall determine the mechanics of the bidding procedure. All bids may be in writing, signed by the bidding employee, or by E-mail (from the employee's DOC E-mail address), numbered by preference when placing more than one (1) bid. Bids must be submitted to the Section Manager. Employees may submit up to three (3) bids. The available shifts and days off combinations will be posted no later than two (2) weeks before the bid date. The new schedule will be posted no less than seven (7) calendar days prior to the effective date.

Employees may be removed from a bid for valid cause. Temporary reassignment from the bid to another shift and/or days off may occur for medical emergencies or for training purposes, upon mutual agreement between the employee and the Section Manager.

The institution's management shall make the specific daily work assignments.

L. PRCF: Flexible Schedules

1. The parties agree to a flexible work schedule for employees, at the discretion of management. Overtime, for purposes of this Agreement, will only be paid for work in excess of forty (40) hours per week. The definition of overtime pursuant to this Agreement is as follows: "Overtime for employees working a flexible work schedule is time in excess of forty (40) hours per workweek."

2. A flexible work schedule is defined as follows: "A flexible work schedule is a schedule which may vary the number of hours worked on a daily basis and the sequencing of these hours, but does not exceed forty (40) hours in a workweek as defined in Article 25, Section 1 and which is agreed upon in advance by the employee and the supervisor."

3. A flexible work schedule applies only if the Agency approves the flexible work schedule request. Requests must be in writing to the employee's immediate supervisor.

4. When a holiday occurs for which the employee would normally be scheduled off, the employee's work schedule will either revert to a five (5) day – eight (8) hour work schedule during the workweek in which the holiday occurs or, with management approval, the employee may utilize accrued vacation leave or adjust their work schedule in order to assure that the regularly scheduled hours for the workweek in which the holiday occurs total no more than thirty-two (32) hours (forty (40) hours including the holiday).

5. Nothing in this Agreement changes the authority or ability of the Agency to change an employee's work schedule to meet Agency operating needs in accordance with applicable provisions of the Collective Bargaining Agreement.

6. This Agreement does not establish any additional obligation on the Employer, Agency or the Union to negotiate different workweek or overtime work definitions for other bargaining unit employees.

M. Community Corrections Division: Flexible Schedules

1. The purpose of this Agreement is to revise Article 25, Section 1, and Article 15, Section 2, as they apply to the Community Corrections Division in the Agency regarding the definition of the workweek and the definition of overtime.

2. The new flexible workweek definition for the Community Corrections Division is as follows: "A flexible work schedule is a work schedule which varies the number of hours worked on a daily basis, but which does not exceed forty (40) hours in a workweek and is agreed upon in advance by the employee and the supervisor."

3. The new overtime work definition for the Community Corrections Division is as follows: "Overtime for employees working a flexible work schedule is time in excess of forty (40) hours per workweek."

4. The new definitions for flexible workweek and overtime work for the Community Corrections Division shall apply only if the employee requests a flexible work schedule in writing and the Agency approves the flexible work schedule request.

5. If an employee does not request a flexible work schedule or the Agency does not approve the request, then Article 25, Section 1, and Article 15, Section 2, as presently written in the Master Agreement shall continue to apply to that particular employee.

6. Nothing in this Agreement changes the authority or ability of the Agency to change an employee's work schedule to meet Agency operating needs in accordance with applicable provisions of the Collective Bargaining Agreement.

7. When a holiday occurs for which the employee would normally be schedule off, the employee's work schedule will revert back to a five (5) day eight (8) work schedule during the calendar week in which the holiday occurs.

8. This Agreement does not establish any additional obligation on the Employer, Agency or the Union to negotiate different workweek or overtime work definitions for other bargaining unit employees.

N. Health Service: RN's

1. In order to insure proper staffing levels and adequate health services within Institutions, the parties have agreed to an alternate work schedule for RN's and Health Service Technicians to include twelve (12) hour shifts. Overtime, for the purposes of this Agreement, shall be paid for work in excess of twelve (12) hours per day or forty (40) hours per workweek. The workweek is Sunday through Saturday, per Article 25, Section 1(a).

2. The new definitions for alternate workweek and overtime work for RN's and Health Service Technicians applies only if the employee requests an alternate work schedule in writing and the Agency approves the alternate work schedule request.

3. If an employee does not request an alternate work schedule or the Agency does not approve the request, Article 25, Section 1 and Article 15, Section 2, as written in the parties' collective bargaining agreement, apply to that particular employee.

4. Nursing staff who work an alternate work schedule will work three (3) twelve (12) hour shifts and one (1) four (4) hour shift to for a total of forty (40) hours per workweek. The parties agree that if a nurse is absent from work a scheduled twelve (12) hour shift, twelve (12) hours of accrued Leave will be required to cover that absence.

5. As written in Article 15, Section 3, shift change penalty pay does not apply to employees working an alternate workweek with regular posted shifts that may include working more than eight (8) hours in a twenty-four (24) hour period.

6. Shift differential pay only applies to shifts where an employee works four (4) or more hours between the hours of 12 midnight and 6:00 a.m. Employees will receive \$1.75 in shift differential pay for the entire shift.

7. When a holiday occurs on a day the employee would normally be scheduled to work but does not, the employee will be allowed to utilize other available paid leave for the balance of the holiday off (eight (8) hours HO and four (4) hours of VA = twelve (12) hours for the shift).

When a holiday occurs on a day the employee would normally be scheduled off, the employee will receive eight (8) hours of Corrections paid holiday (eight (8) hours of pay at the straight time rate).

8. Employees working the holiday shall be compensated as follows:

Holiday occurs on the day an employee is to work twelve (12) hours  
Eight (8) hours of holiday pay (part of the employee's regular salary)  
Four (4) hours of regular pay (part of the employee's regular salary)  
Four (4) hours half (½) time (extra pay (half time (½)))  
Eight (8) hours of holiday pay at time and one-half (1 ½) (extra pay (time and a half (1 ½)))

Holiday occurs on the day employee is scheduled to work four (4) hours  
Four (4) hours of holiday pay (part of the employee's regular salary)  
Four (4) time and a half (1 ½) (extra pay)  
Four (4) Corrections paid holiday (extra pay straight time)

9. Time Trades: Employees who wish to enter into a time trade agreement shall submit an approved form no less than seven (7) days in advance of the trade date.

If a trade is denied, a brief explanation shall be provided on the form that will then be returned to the employee. Approval of time trades will not be withheld without valid cause.

Time trades are voluntary agreements between employees and shall not cause financial liability to the Employer. The employee originally scheduled to work the shift is responsible to insure that the time trade occurs as submitted or he/she shall be charged with leave time. If an employee fails to show up for a trade, he/she will not be allowed to trade for a period of six (6) months.

10. Nothing in this Agreement changes the authority or ability of the Agency to change an employee's work schedule to meet Agency operating needs in accordance with applicable provisions of the Collective Bargaining Agreement.

11. This Agreement does not establish any additional obligation on the Employer, Agency or the Union to negotiate different workweek or overtime work definitions for other bargaining employees.

O. Health Services: RN's and Health Services Technicians

1. To insure proper staffing levels and adequate health services within Institutions, the parties have agreed to an alternate work schedule for both full-time and non-full-time (part-time-percentage) RN's and Health Services Technicians to include twelve (12)-hour shifts.

Overtime, for the purposes of this Agreement, shall be paid as follows:

- a. Full-time and part-time (percentage) employees' hours worked in excess of twelve (12) hours per day will be overtime.
- b. Full-time and non-full-time (part-time-percentage) employees' hours worked in excess of forty (40) hours per week will be overtime.

The workweek is Sunday through Saturday, per Article 25, Section 1(a).

2. The new definitions for alternate workweek and overtime work applies only if the employee requests an alternate work schedule in writing and the Agency approves the alternate work schedule request.

3. Full-time RN's and Health Services Technicians who work an alternate work schedule will work three (3) twelve (12)-hour shifts and one (1) four (4)-hour shift for a total of forty (40) hours per workweek.

Non-full-time (part-time-percentage) RN's and Health Services Technicians may work a combination of shifts to include twelve (12) hour shifts. The parties agree that if a RN or Health Services Technician is absent from work on a scheduled twelve (12)-hour shift, twelve (12) hours of accrued leave will be required to cover that absence.

4. As written in Article 15, Section 3, shift change penalty pay does not apply to employees working an alternate workweek with regular posted shifts that may include working more than eight (8) hours in a twenty-four (24) hour period.

5. Shift differential pay shall be one dollar and thirty-five cents (\$1.35) per hour for all hours of any shift starting between the hours of 12:00 noon and 3:00 a.m. Employees working four (4) or more hours of their regular scheduled shift between the hours of 12 midnight and 6:00 a.m. will receive one dollar and seventy-five cents (\$1.75) in shift differential pay for the entire shift.

6. When a holiday occurs on a day the employee would normally be scheduled to work but does not, the employee will be allowed to utilize other available paid leave for the balance of the holiday off (eight (8) hours HO and four (4) hours of VA = twelve (12) hours for the shift). When a holiday occurs on a day the employee would normally be scheduled off, the employee will receive eight (8) hours of Corrections paid holiday (eight (8) hours of pay at the straight time rate).

Non-full-time employees (part-time percentage) will receive the prorated amount of holidays that fall within the employee's work schedule. (Example: Employee who is sixty-four percent (64%) will receive five and one-tenth (5.1) hours of the holiday either in holiday (HO) or compensatory time straight (earned or paid).

Employees working the holiday shall be compensated as follows:

- Holiday occurs on the day an employee is to work (12) hours
  - Eight (8) hours of holiday pay (part of the employee's regular salary)
  - Four (4) hours of regular pay (part of the employee's regular salary)
  - Four (4) hours half (1/2) time (extra pay (half-time (1/2)))
  - Eight (8) hours of holiday pay at time and one-half (1 1/2) (extra pay (time and a half 1 1/2))
- Holiday occurs on the day employee is scheduled to work four (4) hours
  - Four (4) hours of holiday pay (part of the employee's regular salary)
  - Four (4) time and a half (1 1/2) (extra pay)
  - Four (4) Corrections paid holiday (extra pay straight time)

Nothing in this Agreement changes the authority or ability of the Agency to change an employee's work schedule to meet Agency operating needs in accordance with applicable provisions of the Collective Bargaining Agreement.

This Agreement does not establish any additional obligations on the Employer, Agency or the Union to negotiate different workweek or overtime work definitions for other bargaining employees.

**P. SRCI: Institutional RN's and LPN's**

1. To insure proper staffing levels and adequate health services within Institutions, the parties have agreed to an alternate work schedule for both full-time and non-full-time (part-time-percentage) RN's and Health Services Technicians to include twelve (12)-hour shifts.

Overtime, for the purposes of this Agreement, shall be paid as follows:

a. Full-time and part-time (percentage) employees' hours worked in excess of twelve (12) hours per day will be overtime.

b. Full-time and non-full-time (part-time-percentage) employees' hours worked in excess of forty (40) hours per week will be overtime.

3. The new definitions for alternate workweek and overtime work applies only if the employee requests an alternate work schedule in writing and the Agency approves the alternate work schedule request. Where an employee has requested to work an alternate workweek of twelve (12) hour shifts and is approved, then later decides to return to eight (8) hour shifts, they must provide management, prior to the post rotation, with a minimum of two (2) months notice. Such change shall only be allowed once per bid cycle. The aforementioned notice provisions shall also apply to employee requests to return from an eight (8) hour shift to a twelve (12) hour shift.

4. For purpose of shift bidding, seniority is defined as total length of Agency service in classification. Bidding will be for six (6) month period of time within each position classification. SRCI management will post the shift bid fourteen (14) days prior to the bid. The bid will take place thirty (30) days before the schedule change. During the time in which shift bidding occurs, union can request and it will be allowed to have a representative staff member with management during shift bidding.

5. For purposes of vacation bidding, seniority is defined as total length of State Service. Employees will bid through a rotation based on seniority, through four (4) complete cycles of all employees eligible to bid for vacation. Each represented staff member will be able to bid for one continuous block of time on each bid cycle or until such time that the vacation calendar is full.

a. During the time in which vacation bidding occurs, union can request and it will be allowed to have a representative staff member with management during vacation bidding.

b. There will be a total of three (3) represented staff members allowed off for vacation purposes per week during the months of June, July and August. This is to accommodate all the staff members' adequate time to ensure usage of their vacation time.

c. During the months of June, July and August each employee will be limited to a maximum of vacation to bid per each bid rotation.

d. If vacation time is returned to the vacation pool, it may be offered to an employee who has previously submitted a leave request form for the same time off on a first come, first served basis. In the event that there has not been an employee previously requested the same time off, then it may be offered in reverse order of seniority to those persons.

e. When an employee requests time off for vacation (outside the normal bidding process), they will be notified in writing of acceptance or denial, by the 20<sup>th</sup> of the month prior to the month of the requested days off.

6. For purposes of "job sharing positions" the two employees whom share the one full-time position, shall be able to split the total monthly time within the bid shift among themselves in any format.

7. Overtime shall be voluntary except during periods of emergency, or unless Management is unable to fill a work assignment by voluntary means. In such a case, management must go through a rotation basis of all employees on each shift before it is to return to the beginning of the list again. However, an employee may not be selected for mandatory

overtime on those day in which are considered their “Friday”. Also, management must keep a posted list and dates in which an employee has been bucketed in an area in which the employees may view at any time.

8. Unlimited trades will be authorized, as long as it is in compliance with Article 25, section 7 of the Collective Bargaining Agreement.

9. Nothing in this Agreement changes the authority of ability of the Agency to change an employee’s work schedule to meet Agency operating needs in accordance with applicable provisions of the Collective Bargaining Agreement.

10. This Agreement does not establish any additional obligations on the Employer, Agency or the Union to negotiate different workweek or overtime work definitions for other bargaining employees.

**Q. SRCI: Institutional RN’s and LPN’s  
Shift and Day’s Off Bid Process**

1. For purpose of shift bidding, seniority is defined as continuous Agency service.

2. Employees on trial service will not be eligible to bid until they have successfully completed their trial service or orientation for those employees transferring to the institution with regular status, whichever is applicable, not to exceed six (6) months, unless trial service has been extended.

3. Bids will address only shift and days off. Bidding will occur every six (6) months, becoming effective on the first Sunday of December and June. The Agency shall establish the work schedules. The Medical Services Manager or designee shall post the work schedule for bidding at least thirty (30) days prior to the start of the new bid. The shift and days off bid will take place no less than thirty (30) days before the schedule change. Bid slots cannot be traded. Employees can bid into the same slot for two (2) consecutive bids and then will be required to bid on a different slot.

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

a. New Hires – all employees with the same hire date, will have their seniority determined by lottery (i.e., individual employees from each affected new hire grouping will draw a number). This will be their permanent seniority. (Not be redrawn each bid cycle).

b. The Agency will post the Agency seniority list. The work schedule for bidding and the bidding schedule will be published documents and posted in the nurses station, emailed or mailed to any staff not present because of time-off and/or training.

c. Bids can be submitted to the manager or union representative in person, by phone or by designee. All phone bids will be validated by a union represented member and signed by a manager. A union representative will be present during the entire bid process.

d. To complete the bid process, each nurse will be assigned a 15-minute block of time to submit a bid. Employees who fail to successfully bid or who chose not to bid, or are hired after the most recent bid, will be assigned at the discretion of the Medical Services Manger.

e. Nothing in this article changes the authority or ability of the agency to change employee work schedules to meet operational needs consistent with the terms of this agreement. Should Agency management decide to redeploy staff, other than flex staff, Agency management will first seek qualified volunteers to

fill the vacancy or long-term absence. If no employee volunteers, Agency management will move the employee(s) with the least seniority to the necessary shift.

R. WCCF: Health Services – RNs

1. Seniority will be determined by continuous time of service within the Agency.
2. Overtime shall be voluntary except during periods of emergency, or unless Management is unable to fill a work assignment by voluntary means. In such a case, management will go through a rotation basis of employees, beginning with the employee with the least amount of seniority working up the seniority list, before returning to the bottom of the seniority list. An employee however, may not be selected for mandatory overtime on their “Friday”. Management will keep a posted list of dates in which an employee has been mandated in an area in which the employees may view.
3. Vacation Leave requests for one work week or longer must be submitted at least two (2) months prior to the posted schedule. Vacation requests will be granted by seniority. Seniority for vacation will be determined by State service time.

S. SCRI: Boiler Plant Operations

Section 1. For the purpose of cross training, operators who are not normally assigned to day shift the following changes will take effect until all night operators have been assigned to day shift for a maximum of one rotation.

Section 2. Once all night operators have been successfully cross trained the bidding system shall return to the language below.

Facility Energy Technician 2 who are not on trial service shall bid shifts that include days off. This will be done by order of Agency seniority every six (6) months, beginning at the start of the first work week as defined in Article 25 (I), in the months of January and July. The shifts shall include one (1) eight (8) hour day shift Monday – Friday. All other shifts will be four (4) ten (10) hour days to cover the twenty four (24), seven (7) day operations.

The person who bids the day shift shall be the vacation relief (flex) operator and be entitled to a five (5%) percent staff relief differential per Article 25, Section 6.

An employee may remain on a specific shift for no more than four (4) consecutive bids. Employees who fail to successfully bid or do not apply to bid will be assigned the remaining shifts at the discretion of the institution management, or until the employee is able to make a successful bid.

Employees may request a temporary reassignment from the shift bid to another shift once per cycle. These temporary reassignments will be for no more than thirty (30) consecutive days, except for medical emergencies. They will require the mutual agreement of the affected employees and the approval of the immediate supervisory..

T. OSPM Food Service

The Food service staff at OSPM will have the opportunity to bid for four shifts as follows:

A.M. Shift: (3:30 A.M. to 1:30 P.M.) with Sunday, Monday and Tuesday off. Except when Food Services staff are on vacation, training, or has other scheduled time off, then five 8 hour days, with Sunday and Monday off.

P.M. Shift: (8:30 A.M. to 6:30 P.M.) with Thursday, Friday and Saturday off. Except when someone is on vacation, training, or has other scheduled time off, then five 8 hour days, with Thursday and Friday off.

Relief Shift: Regular schedule is Sunday, Monday and Tuesday 3:30 A.M. to 1:30 P.M., Wednesday, Thursday and Friday off and Saturday 7:00 A.M. to 5:00 P.M. (varied as needed) 10 hour days except when someone is on vacation, training, or has other scheduled time off.

Vacation Relief Shift: (varied shifts) When no one is on vacation Sunday 5:00 A.M. to 3:00 P.M., Monday, Tuesday and Wednesday off, Thursday, Friday and Saturday 8:30 A.M. to 6:30 P.M. When relieving for vacation, training, or other scheduled leave – eight (8) or ten (10) hour days with varied start times and varied days off. This shift receives 5% differential.

The actual bidding will take place on September 1st (each year) from 1:00 P.M. to 3:00 P.M. with each person getting thirty (30) minutes to bid starting with the most senior person. Each person is allowed to place three bids for shift and days off. Shifts will be awarded based on Institution Seniority. The effective start date of the awarded shift will be the first Sunday of October (each year). It is intended that this schedule will not cause the ODOC extra dollars and will be budget neutral.

The ODOC reserves the right to change this schedule at any time with seven days notice to staff.

U. EOCI: Health Services – RN's

1. For purpose of shift bidding, seniority is defined as continuous Agency service.
2. Employees on trial service will not be eligible to bid until they have successfully completed their trial service or orientation for those employees transferring to the institution with regular status, whichever is applicable, not to exceed six (6) months, unless trial service has been extended.
3. Bids will address only shift and days off. Bidding will occur every six (6) months, becoming effective on the first Sunday of December and June. The Agency shall establish the work schedules. The Medical Services Manager or designee shall post the work schedule for bidding at least thirty (30) days prior to the start of the new bid. The shift and days off bid will take place no less than thirty (30) days before the schedule change. Bid slots cannot be traded. Employees can bid into the same slot for two (2) consecutive bids and then will be required to bid on a different slot.
4. The following definitions and practices are identified for shift and days off bidding.
  - a. New Hires – all employees with the same hire date, will have their seniority determined by lottery (i.e., individual employees from each affected new hire grouping will draw a number). This will be their permanent seniority. (Not to be redrawn each bid cycle.)

b. The Agency will post the Agency seniority list. The work schedule for bidding and the bidding schedule will be published documents and posted in the nurses station, emailed or mailed to any staff not present because of time-off and/or training.

c. Bids can be submitted to the manager or union representative in person, by phone or by designee. All phone bids will be validated by a union represented member and signed by a manager. A union representative will be present during the entire bid process.

d. To complete the bid process, each nurse will be assigned a 15-minute block of time to submit a bid. Employees who fail to successfully bid or who choose not to bid, or are hired after the most recent bid, will be assigned at the discretion of the Medical Services Manager.

5. Nothing in this article changes the authority or ability of the Agency to change employee work schedules to meet operational needs consistent with the terms of this agreement. Should Agency management decide to redeploy staff, other than flex staff, Agency management will first seek qualified volunteers to fill the vacancy or long-term absence. If no employee volunteers, Agency management will move the employee(s) with the least seniority to the necessary shift.

#### V. OISC: Transitional Services Division.

1. The parties agree to a flexible work schedule for employees at the discretion of the management. A flexible work schedule is defined as a schedule which may vary the number of hours worked on a daily basis and the sequencing of these hours, but does not exceed forty (40) hours in a workweek as defined in Article 25 Section 1 of the Agreement.

2. Overtime shall be defined as time worked in excess of forty (40) hours in a workweek. The parties also expressly agree that this specific provision shall supersede the overtime pay provisions contained in Article 15, Section 2 Sentence 1 of the Agreement.

3. A flexible work schedule applies only if the Agency approves the employee's flexible work schedule request. Requests must be in writing to the employee's immediate supervisory on the Agency's request form and must be approved in advance by the employee's immediate supervisor.

4. When a holiday occurs for which the employee would normally be scheduled off, the employee's work schedule will either revert to a five (5) day eight (8) hour work schedule during the workweek in which the holiday occurs, or, with management approval, the employee may utilize accrued vacation leave or adjust their work schedule in order to assure that the regularly scheduled work hours for the workweek in which the holiday occurs total no more than thirty-two (32) hours within a forty (40) hour workweek.

5. Nothing in this agreement changes the authority or the ability of the Agency to change an employee's work schedule to meet Agency operating needs in accordance with applicable provisions of the Agreement.

6. This agreement does not establish any additional obligation on the Employer, Agency or Union to negotiate different workweek or overtime work definitions for other bargaining unit employees.

#### W. TRCI: Health Services.

1. All bargaining unit Registered Nurses are encouraged to develop a schedule and submit that schedule to management.

2. Management will review all schedules submitted by staff to assure that the needs of the institution are met.

3. All Agency approved schedules are then displayed no less than thirty (30) days before the bid.
4. Each nurse will then vote on the six (6) month staff schedule they prefer.
5. The six (6) month staffing schedule that is preferred by the majority of nurses will be used for bidding the next six (6) month work schedule.
6. The bid is done in order of DOC seniority. Each RN will have ten (10) minutes to bid. Staff will be able to place their bid in person or prior to the bid after the schedule is posted. Any RN missing their time slot, will be moved to the bottom of the list and will bid last. A Union Representative and a Manager will be present during the schedule bidding.
7. Rotations will start the first Sunday in January and the first Sunday in July of each year.
8. The following is schedule clarification which is subject to change based on the operation needs:

A = 7:00 a.m. to 3:30 p.m. (8 hours)  
 7 = 7:00 a.m. to 7:30 p.m. (12 hours)  
 P = 3:00 p.m. to 11:30 p.m. (8 hours)  
 n = 12:00 p.m. to 12:30 a.m. (12 hours)  
 N = 7:00 p.m. to 7:30 a.m. (12 hours)

Or

11:00 p.m. to 7:30 a.m. (If an eight (8) hour post)

X. DRCI: RN's.

1. Work Schedule. Management shall determine the work schedules that are required to over the necessary work. Upon successful conditions of hire and upon satisfactory completion of trial service, the parties have agreed to the following method of filling open work schedule positions are added or vacated:

- Employees shall be notified of the open or added positions by posting openings on the employee bulletin board in the Health Services employee break room.
- Interested employees will need to contact Health Services Management in writing within ten (10) days of the posted positions. Identifying in priority the position(s) of interest.
- Positions shall be awarded according to union seniority.
- Management retains the right to fill these positions as stated in Article ten (10) of the collective bargaining agreement.

2. Overtime.

- Overtime shall be voluntary except during periods of emergency or when management is unable to fill a work assignment through voluntary means.
- In such cases, management will designate mandatory overtime on a rotation basis to all employees on each shift based on the union seniority list initially by inverse order. Once an employee has successfully completed orientation as determined by the Agency, that employee shall be placed on the list based on seniority.
- Movement to the bottom of the list requires an employee to work a minimum of two (2) hours of a designated mandatory overtime shift.

3. Vacation Bidding.

- Annual vacation bidding will be done during the third week of November for the following calendar year.
- A representative from the union will be present during the bidding process.
- Employees can bid for one continuous block of time in each of the two (2) rounds of vacation bidding.
- Employee can only bid for the amount of accrued vacation time they will have for the time requested.
- To complete the bidding process, each nurse will be designated a fifteen (15) minute block of time, in order of state seniority, to complete their bid. Bids can be submitted in person or by telephone. In prearranged circumstances, submission by e-mail to management and a designated union representative prior to the bidding time will be accepted.
- If vacation time is returned to the vacation pool it can be made available at the managers discretion on a first come first serve basis.
- If the employee does not have enough hours accrued for the hours of vacation requested, the vacation will be cancelled or reduced to match the employee's accrued hours following discussion with the employee.
- Vacation requests outside the normal bidding process need to be submitted by the 10<sup>th</sup> of the month prior to the requested time off. Approval or denial of the submitted request will be made no later than the 20<sup>th</sup> of the month prior to the requested days.

**ARTICLE 26 - UNIFORMS AND PROTECTIVE CLOTHING**

Section 1. Institutional Uniforms.

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

Section 2. Damage to Personal Clothing.

Employees suffering damage to personal clothing and all employees who suffer damage to personal property in the performance of their official duties will be reimbursed as subject to Department of Administrative Services Rules 125-7-101 (DAS Risk management policy) and any subsequent amendments thereto.

Section 3.

For employees not required to wear a uniform, the Agency shall make available appropriate rain jackets for employees whose duties require exposure to inclement weather.

**ARTICLE 27 - EMPLOYEE FACILITIES**

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.

## **ARTICLE 28 - INCLEMENT CONDITIONS**

### **Section 1.**

When, in the judgment of the Agency Head/Functional Unit Manager or designee, weather conditions require the closing or curtailing of State offices and institutions within the employees regularly scheduled workday and the employees are ordered home, the employees will be paid for the remainder of their regularly scheduled shift.

### **Section 2.**

The Agency Head/Functional Unit Manager or designee may direct employees to remain at home prior to the beginning of the work shift because of inclement weather or hazardous conditions. If announcement is provided by telephone, television, or radio prior to the FLSA non-exempt employee leaving home, the employee will be authorized the optional use of accrued vacation, compensatory time, or leave without pay during the period in which the employee's work is curtailed due to the inclement or hazardous condition. If announcement is provided by telephone, television, or radio prior to the FLSA-exempt employee leaving home, and the employee is not otherwise approved to be on pre-scheduled leave or authorized to report to work at another location, the employee shall be paid for the work shift. However, an exempt employee may be required to use paid leave where the closure applies to that employee for one (1) or more full workweek(s).

### **Section 3.**

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

## **ARTICLE 29 - SAFETY AND HEALTH**

### **Section 1.**

The Agency agrees to abide by and maintain in its facilities and work operations standards of safety and health in accordance with the Oregon Safe Employment Act (ORS 654.001 to 654.991). Oregon Occupational Safety and Health Division (OR-OSHA) and the Department's Safety and Health policy shall be made available to all Safety committees. The minutes of Safety committee meetings shall be posted in the work site.

### **Section 2.**

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

### **Section 3.**

a. If an employee claims that an assigned job or equipment is unsafe or might unduly endanger the employee's health, the employee shall immediately give a specific issue to the supervisor. The supervisor may correct the situation immediately or the employee and/or the supervisor shall refer the issue to the local Safety manager and Safety committee for resolution. If the job poses an imminent threat to the employee, the employee may refuse to do the job. The employee shall immediately give specific reasons to the supervisor. The supervisor shall request an immediate determination by the Agency Safety Representative or, if none is available, a

safety representative of the OR-OSHA, as to whether the job or equipment is safe or unsafe. At the discretion of the Union, a Union staff member and/or authorized Union Representative shall accompany the agency OR-OSHA representative conducting the safety inspection.

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

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

#### Section 4.

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

#### Section 5.

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

### **ARTICLE 30 – BEREAVEMENT LEAVE**

#### Section 1.

Notwithstanding the Hardship or Sick Leave eligibility requirements criteria, employees shall be eligible to use a maximum of twenty four (24) hours paid bereavement leave per occurrence prorated for part-time employees in order to discharge the customary obligations arising from the death in the immediate family or the employee's spouse. The employee may provide documentation to the Agency. If additional earned leave is needed, an employee may request to use earned sick leave or leave without pay at the option of the employee.

#### Section 2.

Employees may, with prior authorization, use accrued vacation leave or compensatory time off. Regular status and trial service employees may be eligible to receive up to forty (40) hours of donated leave to be used consecutively. The employee must have exhausted all available accumulated leave and qualify for hardship leave.

#### Section 3.

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

## ARTICLE 31 - HOLIDAYS

### Section 1.

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

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

To be eligible for Holiday Pay, an employee must be on paid status at least one half (1/2) of the last scheduled workday before the Holiday and at least one half (1/2) of the first scheduled workday after the Holiday except for FMLA/OFLA qualifying events.

### Section 2.

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

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

### Section 3.

Employees who are required to work on days recognized as holidays which fall within their regular work schedules shall be entitled, in addition to their regular salary, to compensatory time off for the time worked or to be paid in cash for time worked at the discretion of the Agency. Compensatory time off or cash paid for all time worked shall be at the rate of time and one-half (1-1/2). The additional compensation which an employee shall be paid for working on a holiday shall not exceed the rate of time and one-half (1-1/2) of the employee's straight time pay. Any compensatory time earned may be converted to cash payment by the Agency. Holiday benefits shall be prorated for part-time employees.

### Section 4.

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

Section 5.

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

**ARTICLE 32 - VACATION LEAVE**

Section 1.

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

Section 2.

Effective July 1, 1987, after having served in the State service for six (6) full calendar months, full-time employees shall be credited with six (6) days of vacation leave and thereafter vacation leave shall be accumulated as follows:

After six (6) months through 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 through 25th 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)

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

Service with a jury shall be considered time worked.

#### Section 7.

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

#### Section 8.

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

#### Section 9.

Vacation hours may accumulate to a maximum of three hundred (300) hours. A maximum of two hundred fifty (250) hours may be cashed out upon termination of employment.

#### Section 10.

Vacation leave accrual is based on the number of hours worked in the current month and is available for use on the first of the following month. Upon reasonable notice to and approval of the Agency, employees shall be permitted to use any portion of, or all of the employees' accrued vacation credits in any segment, except:

- a. That employees shall have their vacation time paid in full when the employees are laid off, terminated, or take educational leave without pay in excess of thirty (30) days;
- b. As provided for set-off of damages or misappropriation of State property or equipment on termination;
- c. To avoid losing vacation, the Agency may schedule the employee who has accrued three hundred (300) hours to take vacation by mutual agreement or make a cash payment in lieu of scheduling not to exceed forty (40) hours at the straight time rate of pay;
- d. If two (2) or more employees request the same period of time and the matter cannot be resolved by agreement of the parties concerned, the employee having the greatest length of State service shall be granted the time; however, seniority may be exercised only once in any calendar year.

#### Section 11.

Employees that transfer from one AFSCME bargaining unit to another AFSCME bargaining unit shall be allowed to transfer up to eighty (80) hours of accrued vacation credit. The balance of vacation credits shall be paid for at the time of transfer.

#### Section 12.

Employee vacations will start on the first day following the employee's regularly scheduled two (2) days off when approved by the Agency.

#### Section 13. Reimbursement for Cancelled Vacation.

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

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

Sick leave, with pay, shall be determined as follows:

### **Section 1.**

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

### **Section 2.**

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

### **Section 3.**

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

### **Section 4.**

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

### **Section 5.**

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

### **Section 6.**

Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease, attendance upon members of the employee, spouse or domestic partner immediate family (parents, wife, husband, children, brother, sister, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, or another member of the immediate household, including the PEBB definition of domestic partners) where employee's presence is required because of illness or death, in the immediate family of the employee, the employee's spouse, or domestic partner. The Agency has the duty to require that the employee make other arrangements, within a reasonable period of time, for the attendance upon children or other persons in the employee's care. Certification of an attending physician or practitioner may be required by the Agency to support the employee's claim for sick leave, if the employee is absent in excess of seven (7) days, or if the Agency has evidence that the employee is abusing sick leave privileges. The Agency may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the Agency has reason to believe that the employee's

return to work would be a health hazard to either the employee or to others. Any cost associated with the supplying of a certificate concerning a job-incurred injury or illness that is not covered by Workers' Compensation benefits shall be borne by the Agency.

#### Section 7.

If an employee's sick leave accrual should become exhausted, the employee may, at the employee's option, with management's approval, utilize any vacation, holiday, personal leave, or compensatory time they have accrued.

An employee may use accrued vacation or compensatory time upon expiration of sick leave credits unless the employee is on a written notice involving attendance problems.

Employees on approved FMLA/OFLA leave would continue to be able to use accrued vacation or compensatory time.

#### Section 8.

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

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

Staff Assaults. An employee who is off duty and on approved workers compensation time lost because of an inmate committing a staff assault shall:

1. Continue vacation and sick leave accrual while on time loss. Accrued vacation leave shall not exceed three hundred (300) hours.

2. Where the employee is off work due to a serious physical injury directly inflicted by an inmate and the employee's attending physician certifies that the employee cannot perform his/her regular duties or modified work, the DOC Director or designee, shall approve the employee to receive supplemental pay in addition to the employee's workers compensation benefit which shall be equal to the regular salary rate (i.e. the step in the salary range at which the employee is paid) for the first thirty (30) days of such leave. The DOC Director or designee, at his/her discretion, may continue approving the employee to receive supplemental pay in addition to the employee's workers compensation benefit which shall be equal to the regular salary rate (i.e. the step in the salary range at which the employee is paid) for the next one hundred and fifty (15) days. After the first one hundred and eighty (180) calendar days of such time loss is any rolling twelve month period, the supplemental pay shall end and the employee shall have the option of sick leave proration used as noted in section 8. To be approved for this supplemental pay benefit, the employee must have been acting within the course and scope of his/her assignment when assaulted. Time loss resulting from stress related disabilities shall not be eligible for this supplemental benefit. Where the time loss exceeds thirty (30) calendar days, the department may require the employee be evaluated by the Department's independent medical examiner to assess the ongoing need for the time off.

### Section 9. Hardship Leave.

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

- a. The donor must be a regular employees of the Agency.
- b. The Agency shall not assume any tax liabilities that would otherwise accrue to the employee.
- c. Use of donated leave shall be consistent with the other Sections of this Article.
- d. Applications for hardship leave shall be in writing and sent to the Agency's Human Resources Section and accompanied by the treating physician's written statement certifying the illness or injury. Donated leave may be used intermittently.
- e. Accumulated leave includes, but is not limited to, sick, vacation, and compensatory leave accruals.
- f. Donations shall be credited at the recipient's current regular hourly rate of pay. Donations shall be in amounts of no less than two (2) hours. Donations shall be used to reimburse the Agency for such costs as are incurred for insurance contributions unless health insurance contributions are mandated under the Family Medical Leave Act (FMLA). In FMLA situations, the Agency will continue to pay for employee's health insurance contribution until the employee's qualifying FMLA period ends. Donees will be allowed to keep forty (40) hours of donated leave for future use after they return to work. All other unused donated leave will be returned to donors per Agency policy.
- g. Employees otherwise eligible for or receiving workers compensation or on parental leaves will not be considered eligible to receive donations under this Agreement.
- h. Time spent by the recipient on donated hardship leave shall not count toward completion of his/her trial service period, nor toward salary eligibility dates for a step pay increase. When the recipient is released to return to duty, the end of trial service date and salary eligibility date will be adjusted by the period of the donated hardship leave taken.

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

### Section 1.

After earned sick leave has been exhausted, the Appointing Authority shall grant sick leave without pay for any job-incurred injury or illness for a period which shall terminate upon demand by the employee for reinstatement accompanied by a certificate issued by the duly licensed attending physician that the employee is physically and/or mentally able to perform the duties of the position. After earned sick leave has been exhausted, the Appointing Authority shall grant sick leave without pay for any non-job-incurred injury or illness to any employee upon request for a period up to one (1) year provided such leave will not seriously handicap the work of the Agency. Extensions of sick leave without pay for any non-job-incurred injury or illness beyond one (1) year must be approved by the Appointing Authority. The Appointing Authority may require that the employee submit a certificate from the attending physician or practitioner in verification of disability resulting from job-incurred or non-job-incurred injury or illness. Any cost associated with the supplying of a certificate concerning a job-incurred injury or illness that is not covered by Workers' Compensation benefits shall be borne by the Agency.

The Employer may require medical certification from the attending physician every six (6) weeks. Employees requesting leave without pay shall be offered alternate work in a

reasonable and consistent manner if it is available and appropriate. Such work shall be assigned consistent with Workers' Compensation rules.

Section 2.

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

**ARTICLE 35 - FAMILY LEAVE**

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 Leave Act (OFLA) (ORS 659A.150-186).

**ARTICLE 36 - LEAVES WITH PAY**

Section 1.

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

- a. Service with a jury. The employee may keep any money paid by the court for serving on jury.
- b. Appearances before a court, legislative committee, or judicial body as a witness in response to a subpoena or other direction by proper authority for matters relating to the employee's officially assigned duties. The employee may keep any money paid in connection with the appearance.
- c. Taking part without pay in a search and rescue operation at the specific request of any law enforcement agency, the Administrator of the Board of Aeronautics, the United States Forest Service, or any local organization of civil defense, for a period of no more than five (5) working days.
- d. Other authorized duties in connection with State business.
- e. An employee who has been employed in State service for six (6) months or more, and who is a member of the National Guard or any reserve components of the armed forces of the United States, is entitled to leave of absence from the employee's duties for a period not to exceed fifteen (15) calendar days or eleven (11) working days in any federal fiscal year (October through September).
- f. An employee may be granted educational leave in which the Agency may defray a part or all of the cost, either through allotment or payment of salary. Such leave shall be granted only when the benefits to be realized by the State will outweigh the cost and inconvenience to the State. Each request for leave must be approved by the Agency Head or designee, who normally shall not approve such leave for more than one (1) year. Vacation leave shall not accrue during an educational leave with pay, the duration of which exceeds fifteen (15) calendar days.
- g. Leave with pay for job interviewing and testing for employment opportunities in state government may be granted by the supervisor, who will also determine the amount

Section 2. Personal Leave Day.

a. All full-time employees shall be entitled to eight (8) hours of personal leave. Part time employees shall be granted such leave in a prorated amount of eight (8) hours based on the same percentages or fractions of month they are hired to work.

b. The eight (8) hours for full time employees or pro-ration of the eight (8) hours for part time employees shall accrue each July 1 for employees on the active payroll on that date.

c. Personal leave shall not be cumulative from year to year and it shall not be compensable for any unused leave still on the employee's leave balance.

d. Personal leave may be used by an employee for any purposes he/she desires and may be taken at times mutually agreeable to the Agency and the employee.

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

Section 1.

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

Section 2.

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

Section 3.

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

Section 4. Military Leave.

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

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

At any time after reaching forty-five (45) years of age or within five (5) years of the employee's eligible retirement date, each employee shall be granted up to three and one-half (3-1/2) days leave with pay to pursue bona fide pre-retirement counseling programs. Employees shall request the use of leave provided in this Article at least fourteen (14) days prior to the intended date of use.

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

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

## **ARTICLE 39 - ELECTION DAYS**

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

## **ARTICLE 40 - PROMOTIONS/ADVANCEMENT**

### **Section 1.**

a. Subject to the requirements of Affirmative Action and Equal Employment Opportunity, all bargaining units' employees may apply and be considered for all vacancies in the bargaining units covered by the terms of this Agreement and for which, in the judgment of the Agencies, the employee is qualified. The Agencies will determine the method of selection and determine the individuals to fill a vacancy. The Agency will consider transfer requests in conjunction with other lists used to fill a vacant position.

b. The Agency shall notify an employee in writing or by verbal communication if the employee is not selected for the vacancy for which they were a candidate.

c. Within ten (10) working days after notification, the employee may request to receive feedback from the Agency's Interview Panel Chair for the purpose of future advancement opportunities which shall be provided within ten (10) working days unless the parties mutually agree to extend the time frames.

d. If the employee requests feedback, the Agency shall not suffer any financial obligation including but not limited to travel time, meals, lodging, mileage or overtime.

### **Section 2.**

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

### **Section 3.**

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

### **Section 4.**

Employees wishing to transfer to a position which the employer intends to fill shall submit a request in writing. For purposes of this section, Board of Parole and DOC shall allow transfers between bargaining units.

## **ARTICLE 41 - TRIAL SERVICE**

### **Section 1. Initial Trial Service.**

Except for employees employed as Prison Term Analysts (PTA), each employee appointed to a position in the bargaining unit by initial appointment to the Agency or promotion shall, with each appointment work an equivalent of six (6) full calendar months before achieving regular status. The time period, known as initial trial service, is an extension of the hiring process.

An employee who has been on cumulative leave without pay for fifteen (15) days or more during initial trial service, or who has used donated hardship leave during initial trial service, will have the trial service completion date adjusted until the employee has worked an equivalent of six (6) full calendar months. The initial trial service completion date will be adjusted only by the number of days the employee was on leave without pay or using donated hardship leave.

At management's discretion and after evaluation, an employee's initial trial service complete date may be extended in three (3) month blocks, up to a total of twelve (12) months of initial trial service. Notice of such extension shall be given to the affected employee and the Union. During this trial service extension, the employee will receive continued feedback.

### Section 2. Promotional Trial Service.

a. Promotional trial service shall not exceed six (6) full calendar months after the effective date of the promotion. An employee who is removed from the promotional position during promotional trial service shall be reinstated to the employee's former position at their former straight time pay rate and SED providing the employee was a regular employee in another position in the AFSCME bargaining unit immediately prior to the appointment, and provided the employee has not been charged under ORS 240.555.

An employee who has been on cumulative leave without pay for fifteen (15) days or more, or has used donated hardship leave during promotional trial service will have the trial service completion date adjusted until the employee has worked six (6) full calendar months. The promotional trial service completion date will be adjusted only by the number of days the employee was on leave without pay or using donated hardship leave.

b. This subsection shall apply to an employee who, before being promoted, was regular status with the Agency and promotes to another functional unit that is fifty (50) miles or more away from their previous position. If the employee is removed from promotional trial service, the employee may request reinstatement into a position at the current work location in their former classification. At the Appointing Authority's discretion, the Appointing Authority may reinstate the regular status employee to a vacant position in their former classification at their former straight time pay rate and salary eligibility date.

If the regular status employee is reinstated, employee waives any rights to their former position and classification in their former institution/functional unit.

The process and decision regarding implementation of this subsection shall not be subject to the grievance procedure.

### Section 3.

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

### Section 4.

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

### Section 5.

Trial service shall not be extended nor shall an employee be removed from trial service unless the employee has been given written notice and opportunity to correct behavior.

Egregious misconduct by a trial service employee may result in immediate removal. This is simple notice not a “just cause” standard for removal, nor does it affect the employer's rights under Section 3.

#### Section 6.

Employees hired into the Offender Information and Sentence Computation Unit as Prison Term Analysts (PTA) shall serve a trial service period of up to an equivalent of nine (9) months or until completion of the job coaching manual and testing, whichever comes first. An employee who has been on cumulative leave without pay for fifteen (15) days or more during initial or promotional trial service or who has used donated hardship leave during initial or promotional trial service will have trial service completion date adjusted until the employee has worked six (6) full calendar months. The initial or promotional trial service date will be adjusted only for the number days the employee was on leave without pay or using donated leave.

### **ARTICLE 42 - TRAINING/EDUCATION**

#### Section 1. Training.

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

#### Section 2. Developmental Opportunities.

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

#### Section 3.

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

#### Section 4. Licensing Requirements.

a. If the nature of the work performed by employees within a classification changes, the Agency will make a good faith effort to ensure that current employees will be given suitable training and opportunities to acquire skills and licenses to meet the Agency’s changing needs. In circumstances where additional licenses are required, the Agency will make a good faith effort to ensure that current employees will not be harmed.

b. Renewal of required trades licenses for maintenance classification only.

The Agency agrees to pay for the maintenance of the license for employees whose class specification or position requires a trade license as a condition of employment.

## **ARTICLE 43 - JOB SHARING**

### **Section 1.**

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

### **Section 2.**

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

### **Section 3.**

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

### **Section 4.**

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

### **Section 5.**

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

### **Section 6.**

If a vacancy exists and if the Functional Unit Manager determines that job sharing is not appropriate for the position or if the Functional Unit Manager is unable to recruit qualified employees for the job share position, the remaining employee shall have the right to assume the position on a full-time basis. Upon approval of the Functional Unit Manager, the remaining employee may elect to transfer to a vacant part-time position in the same classification or to voluntarily demote. If the above conditions are not available or acceptable, the employee agrees to resign.

## **ARTICLE 44 - LAYOFF PROCEDURE**

When the Agency declares that a lack of funds will necessitate a layoff, the parties will meet, if requested by either the Agency or the Union, to consider such alternatives to layoffs such as: voluntary reductions in hours; voluntary unpaid leaves of absence; other voluntary

programs and/or temporary interruptions of employment. Such alternatives shall be subject to mutual agreement by the Union and the Agency. In the absence of such mutual agreement, the Agency may implement layoff procedures consistent with this Agreement. The parties agree that any and all discussions that take place under this Section shall not be subject to Article 1, Section 4, Complete Agreement, of this Agreement or constitute interim negotiations under PECBA. In addition, the parties will not be required to use the dispute resolution processes contained in PECBA nor under Article 51, Grievance Procedure.

#### Section 1. Definition.

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

#### Section 2. Layoff Categories.

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

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

#### Section 3.

Layoff shall be by classification as defined in Section 11. The classification, geographic area, and functional unit and worksite as defined in Appendix A of this agreement to be affected by any particular layoff shall be identified by the Agency at the time the layoff is declared. Order

of layoff within the designated classification, functional unit, and geographic area and work unit shall be determined by the lowest service credit.

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

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

#### Section 4. Service Credit.

Seniority is defined as total length of continuous Agency service. Leave without pay is not considered a break in service. One (1) point shall be allowed for each full month of unbroken service. An employee's seniority shall be computed from the date of the employee's employment by the Agency in any capacity within the Division/ Department, except that a new employee shall be on trial service for the appropriate period. A new employee shall be placed

on the seniority list and given seniority ratings as of the first day the employee was hired by the Agency. If an employee is laid off because their position is eliminated due to contracting out the employee shall continue to accrue service credits, up to a maximum of twenty-four (24) months, subject to recall or reemployment within bargaining unit.

Seniority shall be forfeited if an employee terminates employment from the Agency of more than one hundred eighty (180) calendar days, other than layoff, or fails to respond within five (5) consecutive workdays after receiving notice by registered letter mailed to the last address on the Agency's records, unless prevented from responding by conditions beyond the employee's control. An employee who has a break in service (separation) from the Agency of less than one hundred and eighty (180) days and returns to the Agency shall retain the previously accrued seniority, minus the time the employee was not an employee of the Agency.

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

#### Section 5. Options in Lieu of Layoff.

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

a. Any employee notified of layoff may opt to displace the least service credit person in the work site in the same classification provided the employee can perform the specific requirements of the position within approximately two (2) weeks.

ii. (Greater Salem Area Only) When an employee cannot displace the least service credit person in the worksite in the same classification, the employee may displace the least service credit employee within the greater Salem area as defined in Appendix A. The employee must be able to perform the specific requirement of the position within approximately two (2) weeks.

b. Any employee notified of layoff may opt to displace the least service credit person in the geographic area in the same classification provided the employee can perform the specific requirements of the position within approximately two (2) weeks.

c. Any employee notified of layoff may elect to demote within the functional unit to a lower classification for which the employee is qualified provided the employee can perform the requirements of the position within approximately two (2) weeks, if a position exists which is not protected from layoff and where the incumbent has the least seniority.

d. If no such option exists within the functional unit, the employee may elect to displace the least senior undesignated person in the geographic area in a lower classification for which the employee is qualified, provided the employee can perform the requirements of the position within approximately two (2) weeks.

A Department of Corrections/Board of Parole employee may elect to be placed into any vacancy in the employee's same or lower classification which the agency intends to fill (the Department regularly holds positions vacant with no intent to fill, a monthly list of these positions will be made available to the Union upon its request) where the employee meets the qualifications for the position and can perform the specific requirements of the position within approximately two (2) weeks.

## Section 6.

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

## Section 7. Moving Expenses.

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

## Section 8. Layoff List.

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

## Section 9.

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

## Section 10. Cross Bumping Between Unions.

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

## Section 11. Geographic Area and Functional Unit.

For the purposes of this Article:

- a. Board of Parole and Post Prison Supervision. Geographic area shall be the location where the Parole Board operates its office.
- b. Department of Corrections. The two (2) geographic areas are defined as the area west of Cascade Mountain Range and the area east of the Cascade Mountain Range.
- c. Functional Unit. Functional unit is defined as the worksite in Appendix A.

## Section 12. Secondary Recall Rights.

a. Application. These rights apply to all employees in bargaining units represented by AFSCME at Central Table negotiations as well as the Department of Corrections and Board of Parole except employees who are laid off during initial trial service.

b. Definitions.

1. Geographic areas, for the purpose of secondary recall, are each location for which an employee may indicate his/her willingness to relocate on the state's PD100.

2. Agency Layoff Lists are intra-agency layoff lists, as defined in each AFSCME Central Table Agency and/or Department of Corrections and Board of Parole bargaining unit Contract.

3. Secondary Recall List is an inter-agency layoff list, which consists of regular status employees who have been separated by layoff from Union-represented positions in AFSCME Central Table Agencies and/or Department of Corrections and Board of Parole and who have elected to be placed on such list, consistent with the definitions of geographic areas defined above.

c. Coordination with Filling of Vacancy and Layoff Articles. The recall options provided herein shall be consistent with the priority of recall to positions from layoff within an Agency, as specified within each Agency's contract, except that recall from Agency Layoff Lists shall take precedence over recall from the Secondary Recall List.

d. Procedures.

1. Placement on the Secondary Recall List.

(A) Regular status employees who are separated from the service of the State in good standing (meaning no record of economic disciplinary sanctions in his/her personnel file) by layoff or transferred outside state government due to intergovernmental transfer shall, in addition to their right to be placed on the Agency Layoff List, be given the option of electing placement on the Secondary Recall List by geographic area for other AFSCME-represented bargaining units which utilize the same or successor classification from which they were laid off. The term of eligibility of candidates placed on the list shall be two (2) years from the date of layoff. When an employee is prohibited from participating in the secondary recall process due to the presence of an economic disciplinary sanction in his/her personnel file, that employee may request and shall be placed on the secondary recall list for the remainder of the two years eligibility following layoff once the discipline has remained in the file for the length of time required by the agency's contract.

(B) Employees who elect to be placed on the Secondary Recall List shall specify in writing the AFSCME Central Table and/or Department of Corrections and Board of Parole bargaining units and geographic areas to which they are willing to be recalled.

2. Use of the Secondary Recall List.

(A) After the exhaustion of the Agency Layoff List for a specific classification within a geographic area, the Secondary Recall List shall be used to fill all positions within a specific classification and geographic area consistent with Section (c) above, until such secondary list is exhausted.

(B) To be eligible for appointment from the Secondary Recall List, a laid off employee on such list must meet the minimum qualifications for the classification and any special qualifications for the position.

(C) Agencies shall utilize the Secondary Recall List to fill positions by calling for certifications from the list of the five (5) most senior employees who meet the minimum qualifications for the classification and any special qualifications for the position to be filled by selecting one of the five (5) so certified. Seniority for this purpose shall be computed as described per the layoff article of each Agency's contract.

(D) Where fewer than five (5) eligible employees remain on the Secondary Recall List, the Agency shall select one (1) of these employees who meets the minimum qualifications for the class and any special qualifications for the position.

3. Appointments/Refusals of Appointments from the Secondary Recall List.

(A) A laid off employee on the Secondary Recall List who is offered an appointment from the list and refuses to accept the appointment shall have his/her name

removed from the Secondary Recall List; however, an agency will not remove an employee's name from the Secondary Recall List where that individual had been a day shift employee and subsequently refuses the offer of a position with swing shift or night shift hours.

(B) Employees appointed to positions from the Secondary Recall List shall have their names removed from their Agency Layoff List(s) and the Secondary Recall List.

(C) Employees appointed to positions from the Secondary Recall List shall serve a trial service period not to exceed three (3) full months, except that employees hired into the Offender Information and Sentence Unit as Prison Term Analysts (PTA) shall serve a trial service period consistent with the Department of Corrections agreement. Administration of the trial service period shall be consistent with the hiring Agency's contract. However, employees who fail to successfully complete this trial service period shall have their names restored to the Agency Layoff List(s) on which they previously had standing. Restoration to the Agency Layoff List(s) shall be for the remaining period of eligibility that existed at the time of appointment from the Secondary Recall List. An employee may also petition the DAS-Labor Relations Unit to also be restored to the Secondary Recall List for the remainder of the initial twenty-four (24)-month recall period where the trial service removal was not related to potential misconduct warranting an economic or dismissal sanction. In no instance shall the DAS-Labor Relations Unit's decision be grievable.

(D) Employees appointed to positions from the Secondary Recall List shall not be entitled to moving expenses.

### Section 13. 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.

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

### Section 1.

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

### Section 2.

The parties shall negotiate the salary range for new and materially revised classifications. Negotiations for the establishment of new salary ranges for such new or revised classification

shall commence no later than thirty (30) days after the initial receipt by the Union of the new or revised class specifications and consistent with the requirements of ORS 243.698 et. seq.

Section 3.

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

Section 4.

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

**ARTICLE 46 - RECLASSIFICATION PROCEDURE**

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

Section 1.

The Agency shall furnish class specifications at the request of the Union or employee.

Section 2.

The employee will submit a completed official Position Description Form signed by the appointing Authority and a written explanation for the proposed reclassification request to the Agency Personnel Officer and a copy mailed to the Union.

Section 3.

The Agency shall conduct a classification audit and review the merits of the request. Within sixty (60) days after receipt of reclassification request the Agency shall notify the Union of its decision. The Union shall have an opportunity, before the sixty (60) days decision date, to meet with the Agency to present arguments and recommendations where there are objections to the proposed reclassification. The parties may extend the time limits by mutual, written agreement in those instances where the review process or other extenuating circumstances require additional time for analysis.

Section 4.

Any employee who is involuntarily reclassified or any employee whose reclassification request is denied may take the matter up as a grievance under Article 51, Grievance and Arbitration, of this Agreement.

Section 5.

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

Section 6.

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

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.

**ARTICLE 47 - EMPLOYEE RIGHTS**

Section 1.

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

Section 2.

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

- a. The employee shall not be deprived of any of the employee's constitutional or civil rights guaranteed by the federal and State Constitutions and Laws.
- b. The employee shall be provided no less than twenty four (24) hours advance notice before any Agency investigatory interview. The notice shall include the nature of the complaint or charges before the employee is required to respond to questions concerning the complaint or charges where the Agency may suspend, reduce pay or dismiss the employee. This requirement shall not apply when: 1) the employee is under investigation for violations of the Controlled Substances Act, or, 2) where the employee under investigation for violations which are punishable as felonies or misdemeanors under Oregon law, 3) notification to the employee will jeopardize either the criminal or administrative investigation, or, 4) the parties waive the notice requirements by mutual agreement. Such interview shall normally occur during employee paid time.
- c. If the employee is required to respond to a formal complaint or charge, the employee shall have the right to counsel and/or Union representation prior to and/or during the interview.

- d. The employee shall not be required to take or be subjected to any lie detector device as a condition of continued employment.
- e. Formal complaints or charges made to an employee which are not verified or proven shall not be recorded and placed in the employee's personnel file or used in any subsequent performance evaluation.
- f. The employee shall be notified verbally or in writing of the outcome of a formal investigation within fourteen (14) days after the completion of the investigatory process.

## **ARTICLE 48 - LIMITED DURATION APPOINTMENT**

### **Section 1.**

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

### **Section 2.**

- a. No newly hired person on a limited duration appointment shall be entitled to rights under the layoff procedure and shall be so notified.
- b. A person appointed from AFSCME regular status within the bargaining unit to a limited duration appointment shall be entitled to rights under the layoff procedure within their Agency.

### **Section 3.**

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

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

## **ARTICLE 49 - PERSONNEL FILES**

### **Section 1.**

- a. An employee shall be provided with a copy of any report, correspondence or document of an adverse nature entered into the employee's official personnel file and supervisory working file. An employee's signature on any adverse report, correspondence or document shall not be construed to mean that the employee agrees with the content.
- b. An employee shall be entitled to prepare a written explanation regarding adverse materials placed in the employee's official personnel file. The employee's official personnel file. The employee's explanation shall be attached as part of the employee's official personnel record so long as the adverse materials remain in the file.

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

### Section 2.

Any file maintained by the agency regarding an employee except files pertaining to an investigation may be inspected by the employee, or any other employee with the written permission of the affected employee. No material of an adverse nature may be used against an employee unless the employee has viewed and signed the material or where the employee has refused to sign, the material has been annotated or witnessed that the employee refused to sign.

### Section 3.

If any material reflecting critically on an employee is proven to be incorrect, it shall be removed from the employee's official personnel file and supervisory working file. Written reprimands will have no effect after two (2) years provided no incident of a similar nature has reoccurred in the intervening time. Other disciplinary actions will have no effect after three (3) years unless incidents of a similar nature have reoccurred in the intervening time. Early removal will be permitted when requested by the employee and approved by the Appointing Authority or designee.

## **ARTICLE 50 - DISCIPLINE AND DISCHARGE**

### Section 1.

The principles of progressive discipline shall be used when appropriate. No employee who has completed the initial trial service period shall be disciplined or dismissed without just cause.

### Section 2.

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

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

### Section 3.

In the event of reduction in pay, dismissal, suspension, or demotion, a written statement shall be given to the employee at the time action is taken. In the event it is necessary to immediately remove the employee from the premises, the written statement shall be provided within forty-eight (48) hours of the removal. The written statement shall include the complaint against the employee and the facts upon which the Agency relies in support of the complaint. The officer of the local Union and Council Representative will also receive copies of issued written reprimands.

Management will provide written notification to an officer of the Local Union and the Union business agent of disciplinary action (suspension, demotion or dismissal) against an employee.

#### Section 4.

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

#### 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.

### **ARTICLE 51 - GRIEVANCE AND ARBITRATION**

#### Section 1.

Grievances are defined as acts, omissions, applications of interpretations alleged to be violations of the terms and conditions of this Agreement. Employees shall meet with the immediate supervisor informally. If such problems cannot be resolved, the employee may avail themselves of the following procedure. A grievance shall not be expanded upon after the grievance has been filed with Step 3 of the grievance procedure.

#### Section 2.

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

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

Step 2. If the issue is unresolved, the Union will submit a written grievance containing the date of occurrence, the act or omission that created the grievance, the Section

violated, and the remedy desired within thirty (30) days of the alleged occurrence. The designated appointing authority's response shall be due in writing within twenty-one (21) calendar days of receipt of the grievance.

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

Step 4. If the grievance is not resolved by the Agency at Step 3, the Union shall notify the Labor Relations Unit of the Department of Administrative Services in writing within fifteen (15) calendar days of receipt of the designated appointing authority's response that such response is not acceptable. A meeting will be held between the parties to mutually share information about the grievance. The Labor Relations Unit shall respond in writing to the grievance within twenty-one (21) calendar days of receipt of the grievance.

Step 5. If the grievance is not resolved at the Labor Relations Unit within twenty-one (21) calendar days of the Step 4 notice or as otherwise mutually agreed to in writing, the Union shall notify the Department of Administrative Services in writing that it desires arbitration of the grievance. The parties shall discuss their respective positions known at the time and shall discuss potential settlements.

### Section 3. Arbitrations.

a. Arbitrations shall be heard by one of the following arbitrators on the panel. The parties may elect to reopen this section of the article to modify the list of arbitrators by mutual agreement.

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

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

### Section 4.

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

### Section 5.

The arbitrator's fees and expenses shall be paid by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such fees and expenses shall

be divided as in the arbitrator's judgment is equitable. All other expenses, shall be borne exclusively by the party requiring the service or item for which payment is to be made.

#### Section 6.

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

#### 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 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 of the award.

## **ARTICLE 52 - GENERAL PROVISIONS**

#### Section 1. Transfers.

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

In other instances, where, for the good of the service, a position needs to be transferred to another institution/work area, the Agency shall first seek volunteers from that affected work area. If an employee volunteers for such a transfer, then that employee will be transferred. If more than one employee volunteers for the transfer, then the most senior employee within that classification within that work area will be selected. If no employee volunteers, the least senior employee within that classification within that work area will be the employee transferred. The employee shall be transferred to another AFSCME bargaining unit, if possible.

For purposes of this section, seniority shall be defined as continuous bargaining unit time in the employee's classification.

#### Section 2. Withdrawal of Resignation.

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

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

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

#### Section 1.

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

#### Section 2.

Such leave shall be charged against any accumulated time the employee has earned; however, where an employee is receiving compensation through Workers' Compensation or other victim compensation relief, such charges will be on a pro rata basis not to exceed the employee's regular salary.

#### Section 3.

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

### **ARTICLE 54 - TELECOMMUTING**

Telecommuting within the bargaining unit will be consistent with Department and Agency policy. Telecommuting will be by mutual agreement. Telecommuting may require a flexible schedule as defined in Article 25. There shall be a written agreement between the parties outlining the parameters of the telecommuting assignment. Either party may terminate

the telecommuting agreement with seven (7) days notice. Neither party shall waive their contractual rights or obligations under the collective bargaining agreement as the result of the telecommuting agreement.

## **ARTICLE 55 – APPEALS PROCESS FOR NEW CLASSIFICATIONS**

### **Section 1.**

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

The Agency shall conduct a review of the allocation using the following criteria:

- a. The purpose of the position shall be determined by the statement of purpose and assigned duties of the position description and other relevant evidence of duties assigned by the Agency,
- b. The concept of the proposed classification shall be determined by the general description and distinguishing features of its class specifications, and,
- c. The overall duties, authority and responsibilities of the position shall be determined by the position description signed by the appointing authority and other relevant evidence of duties assigned by the Agency. This decision shall be made within thirty (30) calendar days of receipt of the appeal and provided to the affected employees

### **Section 2.**

If denied, the Union may appeal the Agency's decision in writing to the Department of Administrative Services Labor Relations Unit within fifteen (15) calendar days of receipt of the written denial. The appeal will be considered by the Employer designee (or an alternate) and the Union designee (or an alternate) who shall form the committee charged with the responsibility to consider appeals and make decisions which maintain the integrity of the classification system by correctly applying the classification specifications. Additionally, the committee may utilize two resources persons, one designated by each party, to provide technical expertise concerning a specific series. The committee will attempt to resolve the matter jointly determining whether the current or proposed classification more accurately depicts the overall assigned duties, authorities and responsibilities of the position using the criteria specified above.

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

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

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

### Section 3.

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

### Section 4.

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

### Section 5.

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

### Section 6.

This process terminates upon completion of the allocation process.

## **ARTICLE 56 – POSITION DESCRIPTIONS AND PERFORMANCE EVALUATIONS**

### Section 1. Position Descriptions.

Individual position descriptions shall be reduced to writing and delineate the duties currently assigned to an employee's position. A dated copy of the position description shall be given to the employee upon assuming the position and when the position description is amended. The individual position description shall be reviewed at the time of the performance evaluation. Nothing contained herein shall compromise the right or the responsibility of the Agency to assign work consistent with the classification specifications.

### Section 2. Performance Evaluations.

When a performance evaluation is completed on an employee the supervisor shall discuss the performance evaluation with the employee. The employee shall sign the evaluation and that signature shall only indicate the employee has read the evaluation. The employee shall have the opportunity to provide their comments to be attached to the performance evaluation. A copy of the evaluation shall be given to the employee. Performance evaluations shall be conducted in a confidential setting. The performance evaluation and the employee comments if any, will be maintained in the employee's official personnel file. An employee may request a performance evaluation to be completed. No more than one (1) evaluation will be completed per year.

### Section 3. Grievance Procedure.

The intent of performance evaluations shall not be subject to the grievance and arbitration procedure in this agreement. The performance evaluation shall not be used for the purpose of disciplinary action.

## **LETTER OF AGREEMENT #1**

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

The purpose of this agreement is to outline the conditions under which an employee who is not currently receiving or occupying a position eligible for security differential points can receive such points.

This agreement covers eligible employees from the Union's Security Plus bargaining unit inside the Agency.

The parties agree to the following:

1. This agreement shall only apply to employees who do not receive points or occupy a bargaining unit position that is eligible for security differential points but are assigned the duties of such a position by the Agency.
2. An employee who is assigned by the Agency the duties of a position that is eligible for security differential point must work at least five (5) consecutive workdays performing the duties of the position in order to be eligible for the security differential points.
3. The employee shall be eligible to receive the security differential points for the position on a prorated basis for the workdays the employee actual works. The employee will be eligible to receive the security differential points associated with the position they are covering.
4. This agreement shall become effective on the date of the last signature below.
5. This agreement shall not create a precedent in the resolution of any current or future bargaining issues inside the Security Plus Agreement or trigger any duty to bargain on any other subject that is related to the subject of the agreement.

## **LETTER OF AGREEMENT #2**

### **Article 16: Differentials**

This Agreement is between the State of Oregon acting through its Department of Administrative Services (Employer), on behalf of the Department of Corrections (Agency), and American Federation of State, County, and Municipal Employees, Local 2376 (Union), and is binding upon the Employer, Agency and Union and all designated representatives.

The purpose of this agreement is renew the ten percent (10%) Information Service Team Leader Differential where the Agency assigns such duties to bargaining unit employees under the following conditions:

#### 1. General Conditions for Eligibility

- (a) Bargaining unit employees occupying positions that are classified as Information Specialist 1-8 will be eligible for the differential in accordance with section 1(e) of the agreement.
- (b) The differential shall be ten percent (10%) beginning from the first day the duties are formally assigned in writing.
- (c) Bargaining unit employees shall not be eligible for any work out of class pay, leadwork differentials or any other premium pay except for overtime and penalty payments as compensation for team leader duties. If an employee receives more than one (1) differential (except overtime as mandated by FLSA), the differentials will be calculated on the base so that no 'pyramiding' occurs (i.e. if an employee is receiving the team leader differential and out of class differential, the two (2) differentials would be calculated separately and then added onto the base pay).
- (d) The differential shall be ten percent (10%) above the employee's base salary rate.
- (e) For a bargaining unit employee to be eligible for the differential, the Agency must formally assign the employee in writing to perform team lead duties, the employee leads a team of employees and performs substantially all of the following duties under supervisory direction:
  1. Plans for short and long term needs of team, including such areas as technology to be used, user requirements, resources required, training necessary, methods to accomplish work, multiple project timelines and competing priorities.
  2. Establishes and coordinates multiple interrelated project schedules for all projects on which the team is working.
  3. Works directly with multiple users to identify broad user needs and requested timelines when projects are submitted for the team.
  4. Provides technical/operation guidance to contractors and monitors quality assurance.
  5. Develops technical standards and monitors team members' work for compliance.
  6. Performs leadwork duties on a recurring daily basis as stated in Article 21, Section 1, of the State of Oregon/AFSCME Agreement covering the Security Plus bargaining unit. Those duties include orienting new employees, if appropriate, assign and reassign tasks to accomplish prescribed work efficiently, give direction to workers concerning work procedures, transmit established standards of performance to workers,

review work of employees for conformance to standards and provide informal assessment of workers' performance to the supervisor.

2. Voluntary Developmental Training Assignment Exemption

Bargaining unit employees shall not be eligible for the differential if they are on a voluntary developmental training assignment.

3. Expedited Appeal Procedure

- (a) An employee believes that he/she is performing the duties that meet the criteria stated in section 1(e), but the duties have not been formally assigned in writing, the employee may notify the Assistant Director for Human Resources or his/her designee in writing. The Agency will review the duties within fifteen (15) calendar days of the notification. If the Agency determines that Information Services Team Leader duties were in fact assigned and are appropriate, the differential will be effective beginning with the day the employee notifies the Assistant Director for Human Resources or his/her designee of the issue.
- (b) If the Agency determines that the duties were in fact assigned but should not be continued, the Agency may remove the duties during the fifteen (15) day review period with no penalty.
- (c) If the Agency concludes that the duties are not Information Services Team Leader duties, the Agency shall notify the employee's notification to the Assistant Director for Human Resources or his/her designee.

4. No Precedent Established

This agreement does not establish any precedent in the negotiation of any other pay differentials during the term of the 2009-2011 agreement. This agreement also does not create any obligation on the Employer to negotiate any new or revised pay differentials during the term of the 2009-2011 agreement.

## **LETTER OF AGREEMENT #3**

### **Article 25: SCRI: RN's**

1. The committee shall be composed of equal numbers of members (5 or 6 members) from the Department of Corrections management and union representatives. Each side will select their own members. One union representative will be from AFSCME Council 75. One management representative will be from DOC Labor Relations.
2. Committee shall meet monthly or as often as necessary.
3. The purpose of the group will be to examine work schedule systems for Register nurses.
4. Off-duty employees participating in such meetings must do so on their own time.
5. The Agency will not be responsible for overtime, mileage, per diem, or shift change penalty pay if an employee's schedule is changed in order to enable the employee to attend the meeting. Members will be relieved from their posts to attend meetings.
6. The committee will complete its work within six (6) months from the date of the first meeting. Upon mutual agreement, the parties may agree to additional three (3) month extensions. Any agreements that are reached as a result of the committee's work shall be codified into a Letter of Agreement.
7. By this Agreement, the parties agree to return to the current language of the agreement (2007/2009 Agreement, Article 25, Section 8, P). The Agency agrees that the Mental Health Institution Nurses will remain separate for both the scheduling and vacation scheduling.
8. The Employment Relations Board shall serve as the facilitator of the committee. The parties will ask the Board to recommend a process to use for this committee work. The parties shall split the costs of any necessary training.

**LETTER OF AGREEMENT #4**  
**INTENT NOTE ON TRAINING/EDUCATION (42)**

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

The parties agree to clarify that Article 42, Section 2, sentence #1, will not apply when the Agency uses a competitive process to fill developmental and job rotation assignments.

This agreement becomes effective on the 2009-2011 State of Oregon/AFSCME Security Plus Unit Agreement.

**LETTER OF AGREEMENT #5**  
**ARTICLE 44, CONTRACTING OUT**  
**FEASIBILITY STUDY**

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

When the provisions of Article 44, Section 5, require a feasibility study, the following will apply:

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

This Agreement is effective through June 30, 2011.

**LETTER OF AGREEMENT #6**  
**INTENT NOTE**  
**DIFFERENTIALS – ARTICLE 16 – SECTION 7**

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

The parties agree that the percentage earned for serving on the TERT/CNT Teams will be the same percentage for the Security and Security Plus Units.

This agreement becomes effective on the date the State of Oregon/AFSCME Security Plus Unit Agreement.

**LETTER OF AGREEMENT #7**  
**AGENCY PAYMENT FOR DOCTOR'S CERTIFICATE**

This agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and AFSCME Council 75 (Union).

The parties agree to the following:

If an employee is on a written notice for attendance issues, and where the Agency requires the employee to provide a doctor's medical certification, the Agency will pay for the employee's insurance co-payment.

This agreement becomes effective on the date the 2009-2011 agreement becomes effective.

**LETTER OF AGREEMENT #8**  
**2009-2011 INSURANCE**  
**PART TIME EMPLOYEES HEALTH INSURANCE SUBSIDY**

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

The Parties agree to the following:

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

**Through December 31, 2009**

- Employee Only (EE) - \$206.94
- Employee and Family (EF) - \$268.05
- Employee and Spouse (ES) - \$264.11
- Employee and Children (EC) - \$235.47

**Through December 31, 2010**

- Employee Only (EE) - \$227.30
- Employee & Family (EF) - \$294.42
- Employee & Spouse (ES) - \$290.10
- Employee & Children (EC) - \$258.63

For Plan Year 2011, the subsidy will be paid at an amount so that employees will continue to pay the same out-of-pocket premium costs that were in effect for Plan Year 2009. If an employee changes from one tier to another or changes plan pursuant to PEBB rules, his/her out-of-pocket premium costs will be adjusted to reflect the appropriate plan year's out-of-pocket premium cost for his/her new tier.

**LETTER OF AGREEMENT #9**  
**2009-2011 INSURANCE**  
**PROVIDER TAX ASSESSMENT**

The parties recognize that, pursuant to HB 2116, the State of Oregon has levied an assessment on PEBB claims.

Should PEBB increase the rates it charges to the Employer based on this assessment, the Employer will pay for the portion of the rate increase that is attributable to the assessment. These payments will be in addition to the up to five (5%) percent increase in premium costs provided under the insurance article of the agreement and shall be made without petitioning PEBB to use reserves.

**LETTER OF AGREEMENT #10**  
**2009-2011 INSURANCE**  
**PEBB RESERVE REIMBURSEMENT**

1. The Legislature allocated thirty-two (\$32,000,000) million General Fund in the 2009-2011 budget for increases in public employee health insurance costs (up to five (5%) percent per plan year) during the life of the 2009-2011 Collective Bargaining Agreement between the parties.
2. If the State does not expend the entire thirty-two (\$32,000,000) million General Fund allocation, per Section 1 above, the State will request the Legislature, or the Emergency Board if the Legislature is not in session, to replace any unspent portion of the thirty-two (\$32,000,000) million General Fund (and corresponding other funds). The purpose of requesting release of the remaining funds is to reimburse the PEBB for expenditures PEBB may agree to make from the Stabilization Fund (SF) reserves to offset premium increases in excess of the budgeted five (5%) percent during the 2010 and/or 2011 benefit plan years.
3. Prior to July 1, 2010 the State shall request the Legislature or Emergency Board, whichever is in session, to release all of the appropriate funds as noted above.
4. The Union will receive prior notification of submission of the request to the Legislature or Emergency Board.

**LETTER OF AGREEMENT #11**  
**2009-2011 INSURANCE**  
**PREMIUM INCREASES**

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

Increases in premium costs above five (5%) percent, but less than ten (10%) percent, in plan years 2010 and 2011, will be paid by the Employer for the non-General fund share of such costs.

The parties shall jointly petition the Public Employees' Benefit Board (PEBB) to pay for the General Fund share of increase above five (5%) percent, but less than ten (10%) in plan years 2010 and 2011 out of PEBB reserves. Should this become necessary, the parties shall jointly request that PEBB first access PEBB Stabilization Fund Reserves and only draw on money in the standard Demutualization Account in the event that there is not enough money in the Stabilization Fund to pay for the increase without jeopardizing PEBB's ability to self-insure.

**LETTER OF AGREEMENT #12**  
**FLEX TIME**

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

The purpose of this agreement is to codify the use of flex time in work scheduling.

This agreement covers the Union's Security Plus bargaining unit and specifically supersedes Articles 15 Section 2 and 25 Sections 1(a) of the agreement when a flexible work schedule is implemented for an employee. This agreement shall only apply to non-post positions and excludes RN's, Food Service Coordinators, Boiler Operator and other Physical Plant employees.

The parties agree to the following:

1. The parties agree to a flexible work schedule for employees at the discretion of management. Overtime, for purposes of this agreement, will only be paid for work in excess of forty (40) hours per week. The definition of overtime pursuant to this agreement is as follows: 'overtime for employees working a flexible work schedule is time I excess of forty (40) hours per workweek.'
2. A flexible work schedule is defined as follows: 'A flexible work schedule is a schedule which may vary the number of hours worked on a daily basis and the sequencing of these hours but does not exceed forty (40) hours in a workweek as defined in Article 25 Section 1 and which is agreed upon in advance by the employee and the supervisor. The flexing of an employee work schedule shall take place within the same workweek.'
3. Use of the flexible work schedule shall be limited to infrequent, irregular use of special occasions and not as a fixed schedule.
4. A flexible work schedule applies only if the Agency approves the flexible work schedule request. Request must be in writing to the employee's immediate supervisor.
5. Nothing in the agreement changes the authority of ability of the Agency to change an employee's work schedule to meet Agency operating needs in accordance with applicable provisions of the collective bargaining agreement.
6. This agreement does not establish any additional obligations on the Employer, Agency or the Union to negotiate different workweek or overtime work definitions for other bargaining unit employees.
7. This agreement becomes effective upon the signing of the 2009-2011 agreement and expires June 30, 2009 except if the parties agree to extend these provisions.

**LETTER OF AGREEMENT #13**  
**STEP ADVANCEMENT FREEZE/ ADD/DROP STEPS**

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

This agreement covers the Union's Security Plus bargaining Unit inside of the Department of Corrections.

The Parties agree to the following:

1. This agreement supersedes all provisions in the State of Oregon/AFSCME Security Plus Unit agreement pertaining to step advancement upon the affected employees' salary eligibility date (SED).
2. Effective November 1, 2009, the Letter of Agreement dated December 13, 2007 to added and drop steps for each salary range in all classifications in the bargaining unit shall be suspended.
3. Effective November 1, 2009, the following shall also apply:
  - a. Employees advancing to the new top step of their classification on or after July 1, 2009 through October 31, 2009 as a result of the December 13, 2007 Letter of Agreement will have their pay reduced to the prior top step. Employees advancing to a higher first step by virtue of the first step being dropped shall not have their pay reduced.
  - b. Employees advancing on the pay scale within their classification's salary range on or after July 1, 2009 through October 31, 2009 will be restored to their former step in effect prior to implementation of the December 13, 2007 Letter of Agreement.
4. For purposes of step advancement under the applicable provision of the agreement, employees having steps remaining in their classification after June 30, 2009 shall not receive step advancements during the freeze period.
5. This agreement does not affect the initial increase upon promotion or reclassification upward, but does affect any subsequent step advancement in the new classification. However, promotions or reclassifications to the new top step shall be subject to subsection 3(a) above.
6. For purposes of promotion, the salary eligibility date (SED) shall be set pursuant to the State of Oregon/AFSCME Security Plus agreement.
7. The step advancement freeze becomes effective November 1, 2009 and shall continue for twelve (12) months through October 31, 2010.

8. When the step freeze is lifted, an employee receiving a merit step or advanced to the new top step in July through October of 2009 will be restored on November 1, 2010 to the higher rate that was in effect through October 31, 2009. All other employees will commence receiving step increases on their salary eligibility date (SED) effective November 1, 2010.

**LETTER OF AGREEMENT #14**  
**UNPAID FURLOUGHS**

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

This agreement covers the Union's Security Plus bargaining unit in the Department of Corrections. To the extent this agreement conflicts with any provisions of the State of Oregon/AFSCME Security Plus Unit agreement, this agreement shall prevail.

The parties agree to the following:

1. This agreement becomes effective September 1, 2009 and sunsets June 30, 2011 unless the parties agree to extend or amend its provisions.
2. The Employer will implement mandatory unpaid furloughs for affected employees as follows:

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

3. The number of hours of mandatory unpaid furlough time off for less than full time employee shall be prorated based on the employee's regularly scheduled hours within the applicable month.
4. Temporary and floater RN employees will be unscheduled for furlough time off.
5. (a) The Agency will decide whether to designate if the Agency will close its operations. If the Agency chooses to close its operations, the Agency will close for the number of days identified in section 5(b) of this agreement.

(b) Except as noted in Section 21 of this agreement, where the Agency chooses to close its operations, the following dates shall be designated as closure days:

Friday, October 16, 2009	Friday, August 20, 2010
Friday, November 27, 2009	Friday, September 17, 2010
Friday, March 19, 2010	Friday, November 26, 2010
Friday, April 16, 2010	Friday, March 18, 2011
Friday, June 18, 2010	Friday, May 20, 2011

(c) Employees taking 'float days' will schedule unpaid furlough time off with their immediate supervisor using the following procedures:

- i. In an effort to ensure that the scheduling of mandatory unpaid furlough time off is distributed throughout the term of the agreement, such unpaid time off will be

scheduled quarterly unless there is mutual agreement between the Agency and employee to schedule more days in some quarters and fewer in others. In no case will an employee take more than two (2) days or sixteen (16) hours in a month.

- ii. Employees will have their choice of days off subject to Agency operating requirements. Employees will submit a mandatory unpaid furlough time off request form to their supervisor at least thirty (30) calendar days before the start of each quarter and supervisors will respond within fifteen (15) calendar days before the start of each quarter.
  - iii. If the mandatory unpaid furlough time off is not scheduled or taken within the applicable quarter, then the Agency reserves the right to ensure the time off is rescheduled and taken within the next quarter (except for the last quarter in the biennium, during which the Agency may reschedule such time during the same quarter).
  - iv. The Agency shall not incur any penalty or overtime payment for adjustments to an employee's schedule. However, the Agency head or designee may require the employee to work beyond the thirty-two (32) hour work week if necessary to meet operating needs.
6. Employees not taking mandatory unpaid furlough time off when their specific program/division/unit is closed shall change their work schedule by adjusting their schedule for that workweek subject to prior Agency approval. The Agency shall not suffer any penalty or overtime payments as a result of the employee's schedule changes.
7. (a) For all non-posted positions during the week in which there is an Agency closure day, or the employee takes a float day, where an employee regularly works any alternative full-time schedule [other than a five (5) eight (8) work schedule], subject to prior Agency approval, the employee's work schedule shall revert to a five (5) eight (8) work schedule for the furlough work week with the closure day being their furlough day.  
  
(b) For all posted positions where the employee regularly works a full-time alternative schedule [other than a five (5) eight (8) work schedule] and takes a float day, the employee, subject to prior Agency approval, will adjust his or her schedule to use accrued vacation leave, accrued comp time, leave without pay, personal business leave or will work those additional hours that total their regular scheduled shift hours. Regardless, the employee's schedule will not exceed a thirty-two (32) hour work week except there the Agency head or designee may require the employee to work beyond the thirty-two (32) hour work week, if necessary, to meet operating needs. The Agency shall not incur any penalty or overtime payment for adjusting the employee's schedule.
8. Employee mandated to take a greater number of unpaid furlough time off than closure days based on the tiers, will take the remaining unpaid mandatory furlough time off as float days under the following conditions:
  - i. In an effort to ensure the scheduling of mandatory unpaid furlough time off is distributed throughout the term of this agreement, such unpaid time off will be

scheduled quarterly unless there is mutual agreement between the Agency and employee to schedule more days in some quarters and fewer in others. In no case will an employee take more than two (2) days (sixteen (16) hours) in a month.

- ii. Employees will have their choice of days off subject to Agency operating requirements. Employees will submit a mandatory unpaid furlough time off request form to their supervisors at least thirty (30) calendar days before the start of each quarter and supervisors will respond within fifteen (15) calendar days before the start of each quarter.
  - iii. If the mandatory unpaid furlough time off is not scheduled or taken within the applicable quarter, then the Agency reserves the right to ensure the time off is rescheduled and taken within the next quarter (except for the last quarter in the biennium, during which the Agency may reschedule such time during the same quarter).
  - iv. The Agency shall not incur any penalty or overtime payment for adjustments to an employee's schedule. However, the Agency head or designee may require the employee to work beyond the thirty-two (32) hour work week if necessary to meet operating needs.
9. No employee will be required to take mandatory unpaid furlough time off on a recognized holiday unless the employee and supervisor agree otherwise.
  10. Mandatory unpaid furlough time off will not count as a break-in-service and shall not effect seniority.
  11. Mandatory unpaid furlough time off shall not add to the length of an employee's trial service period.
  12. Deductions from pay of a FLSA exempt employee for absences due to a budget required mandatory unpaid furlough time off shall not disqualify the employee from being paid on a salary basis except in the workweek in which the mandatory unpaid furlough time off occurs and for which the employee's pay is accordingly reduced.
  13. If a FLSA exempt employee is permitted to work in excess of forty (40) hours in a workweek in which the employee takes mandatory unpaid furlough time off then such employee shall be eligible for pay at the rate of time and one half (1 ½) for hours in excess of forty (40) hours that workweek.
  14. Mandatory unpaid furlough time off shall only be considered time worked for: 1) holiday pay computations, and, 2) vacation, sick leave and personal accrual.
  15. Subject to PEBB eligibility rules, mandatory unpaid furlough time off shall be considered as time worked for purposes of computing the Employer's insurance contribution.
  16. Unless required by law, no employee shall be authorized to substitute other types of unpaid absences or paid leave to replace mandatory unpaid furlough time off.

17. Full-time employees shall take mandatory unpaid furlough time off in eight (8) hour blocks.
18. Part-time employees shall take mandatory unpaid furlough time off in blocks equal to their actual scheduled work day.
19. No employee shall be authorized to use any paid leave time or time accrued to replace mandatory unpaid furlough time off.
20. An employee shall not work on a date designated as mandatory unpaid furlough time off. However, the Agency Head or designee, for operational needs, may require the employee to work and reschedule the mandatory unpaid furlough time off.
  - (a) If the alternate workday is not scheduled or taken within the applicable quarter, then the Agency reserves the right to ensure the mandatory unpaid furlough time off is scheduled and taken within the following quarter (except for the last quarter in the biennium during which the Agency may reschedule such time during the same quarter).
  - (b) The Agency shall not incur any penalty or overtime payment for adjustments to employee work schedules. However, the employee shall not be scheduled beyond thirty-two (32) hour work week. However, the Agency head or designee may require the employee to work beyond the thirty-two (32) hour work week if necessary to meet operating needs.
21. (a) AFSME Security Plus staff working in Dental Services shall take the same ten (10) Agency closure days as the Dentists covered by the AFSCME Central Table agreement. Staff required to take more days than the designated Agency closure days shall take such days as “float days” pursuant to the conditions outlined in this agreement.
  - (b) AFSCME Security Plus staff working in Parole and Probation offices will take the same Agency closure dates as the AFSCME Parole and Probation bargaining unit.
22. For payroll purposes, mandatory unpaid furlough time off shall be assigned a specific payroll code.
23. This agreement shall serve as meeting the seven (7) day notice requirement under Article 25, (1), (c) of a schedule change for Agency closure dates.

**LETTER OF AGREEMENT #15**  
**AMENDMENT TO LOA #13 UNPAID FURLOUGH**

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

This agreement shall only cover the Union's Security Plus Unit in the Agency. This agreement updates or revises the Letter of Agreement on Unpaid Furlough Days only on the specific section noted. All other provisions of the Letter of Agreement on Unpaid Furlough Days shall continue to apply without change.

The parties agree to the following:

1. Except for the Agency's General Services Division, Distribution Services staff, Section 5(b) of the Letter of Agreement on Unpaid Furlough Days is changed to delete October 16, 2009 as a closure date that date is replaced with December 28, 2009 as a Mandatory unpaid furlough closure day. For General Services Division, Distribution Services staff, the alternate unpaid furlough closure day for October 16, 2009 shall be January 29, 2010.
2. If the Union ratifies the September 1, 2009 tentative agreement, employees may take 'float' unpaid furlough days between the dates of October 27-31, 2009 provided it is prior approved by his/her supervisor. However, if the Union does not ratify the September 1, 2009 tentative agreement, the above noted tentatively approved unpaid furlough days during October 27-31, 2009 are automatically canceled without penalty and those employees will be expected to report to work their normal shifts during that time period.
3. This agreement becomes effective on October 12, 2009.

**LETTER OF AGREEMENT #16**  
**AMENDMENT TO LOA #13 UNPAID FURLOUGH**

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

Sections 7 (b), 8(iv) and 20 (ii) of the Furlough LOA provide the Agency will not incur any penalty or overtime payment for adjustments to an employee's work schedule. Situations in which no penalty or overtime payments will be made include, but are not limited to:

- The Agency moves an employee to a work schedule so as to meet the 32 hour furlough days work week;
- The Agency reschedules an employee's furlough day;
- The employee initiates a request for a work schedule change that is approved by the Agency;
- The Agency returns an employee to any work schedule on a non-furlough work week.

The Furlough LOA does not circumvent Articles 17 (Call Back) or 15 (Overtime).

## APPENDIX A

For purposes of implementation of the Layoff (44) article in this agreement, the following definitions shall apply:

1. Definition of Work Site. The worksite is defined as the location where the employee works. For clarification purposes, institution worksites shall include all buildings on the facility reservation.

2. Definition of Greater Salem Area. The greater Salem area is defined to include the following:

MCCF/SCI  
OSP  
OSCI  
Central Health Services  
Central Distribution  
Brentwood Building  
Dome Building  
Professional Development Unit  
Office of Population Management

## COMPENSATION PLAN

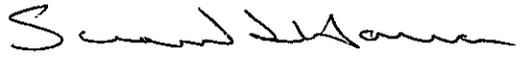
<b>CODE</b>	<b>TITLE</b>	<b>RANGE</b>
0015	Medical Records Specialist	18
0102	Office Assistant 2	09
0103	Office Specialist 1	11
0104	Office Specialist 2	15
0107	Administrative Specialist 1	17
0108	Administrative Specialist 2	19
0118	Executive Support Specialist 1	17
0119	Executive Support Specialist 2	19
0150	Student Prof/Tech Worker	11
0210	Accounting Technician 1	13
0211	Accounting Technician 2	17
0212	Accounting Technician 3	19
0321	Public Service Rep 1	09
0322	Public Service Rep 2	11
0323	Public Service Rep 3	15
0324	Public Service Rep 4	19
0405	Mail Services Assistant	10
0435	Procurement & Contract Asst	19
0436	Procurement & Contract Spec 1	23
0437	Procurement & Contract Spec 2	27
0438	Procurement & Contract Spec 3	29
0530	Word Processing Technician 1	11
0531	Word Processing Technician 2	13
0532	Word Processing Technician 3	15
0758	Supply Specialist 1	14
0759	Supply Specialist 2	20
0801	Office Coordinator	15
0813	Program Technician 2	27
0817	Program Representative 2	26
0854	Project Manager 1	26
0855	Project Manager 2	29
0860	Program Analyst 1	23
0861	Program Analyst 2	27
0870	Operations and Policy Analyst 1	23
0871	Operations and Policy Analyst 2	27
0872	Operations and Policy Analyst 3	30
1115	Research Analyst 1	19
1116	Research Analyst 2	22
1117	Research Analyst 3	26
1118	Research Analyst 4	30
1215	Accountant 1	21
1216	Accountant 2	23
1217	Accountant 3	27
1218	Accountant 4	30

1243	Fiscal Analyst 1	23
1244	Fiscal Analyst 2	27
1245	Fiscal Analyst 3	30
1338	Training & Development Spec 1	23
1339	Training & Development Spec 2	27
1345	Safety Specialist 1	23
1346	Safety Specialist 2	27
1481	Info Systems Specialist 1	15I
1482	Info Systems Specialist 2	18I
1483	Info Systems Specialist 3	21I
1484	Info Systems Specialist 4	23I
1485	Info Systems Specialist 5	26I
1486	Info Systems Specialist 6	28I
1487	Info Systems Specialist 7	31I
1488	Info Systems Specialist 8	33I
1519	Correctional Hearings Officer	28
1530	Hearings Officer 1	25A
2167	Communications Sys Analyst 1	22
2168	Communications Sys Analyst 2	24
2169	Communications Sys Analyst 3	25
2219	Correction Library Coordinator	17
2350	Diagnostician	22
3265	Construction Inspector	27
3267	Construction Project Manager 1	27
3268	Construction Project Manager 2	30
4001	Painter	22
4003	Carpenter	22
4005	Plumber	24
4007	Electrician 1	22
4008	Electrician 2	26
4009	Electrician 3	28
4012	Facility Maintenance Spec	18
4015	Facility Operations Spec 2	26
4020	Welder 1	20
4021	Welder 2	24
4033	Facility Energy Technician 2	20
4034	Facility Energy Technician 3	24
4039	Physical/Electronic Security Tech 3	24
4101	Custodian	09
4103	Custodial Services Coordinator	13
4107	Corrections Landscaper	15
4109	Grounds Maintenance Worker 1	14
4110	Grounds Maintenance Worker 2	17
4248	Electrical & Control Systems Tech	25
4401	Truck Driver 1	17
4402	Truck Driver 2	20
4409	General Maintenance Mechanic	19
4412	Corrections Auto Mechanic	17

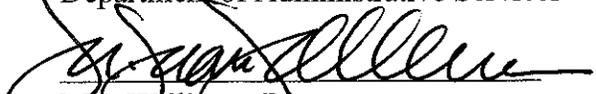
4417	Automotive Service Technician	11
4418	Automotive Technician 1	17
4419	Automotive Technician 2	21
5231	Investigator 1	19
5232	Investigator 2	21
5233	Investigator 3	25
5237	Dept/Corrections Inspector 1	21
5238	Dept/Corrections Inspector 2	25
6138	Health Services Technician	17
6214	Institution Registered Nurse	28N
6255	Nurse Practitioner	33
6257	Physician's Assistant	27
6260	Pharmacist	37
6268	Clinical Dietician	23
6293	Behavioral Specialist	23
6298	Test Coordinator	16
6348	Radiologic Technologist 2	18
6385	Pharmacy Technician 1	12
6391	Dental Assistant	15
6393	Dental Technician	15
6396	Dental Hygienist	26
6518	Corrections Recreation Spec 1	17
6519	Corrections Recreation Spec 2	19
6531	Mental Health Specialist	23
6606	Human Services Assistant 2	14
6680	Chaplain	23
6781	Correctional Counselor/Entry	19
6783	Correctional Counselor	25
9120	Corrections Food Serv Coord	18

DATED this 6<sup>th</sup> day of November, 2009.

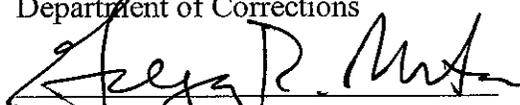
FOR THE STATE OF OREGON

  
\_\_\_\_\_  
Scott L. Harra, Director  
Department of Administrative Services

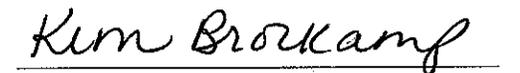
  
\_\_\_\_\_  
Diana L. Foster, Administrator  
Human Resource Services Division

  
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Max Williams, Director  
Department of Corrections

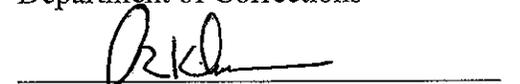
  
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Craig Cowan, Labor Relations Manager  
Human Resource Services Division

  
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Greg Morton, Labor Relations Admin.  
Department of Corrections

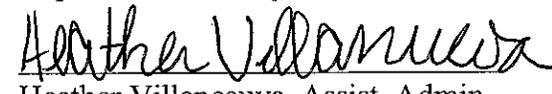
  
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Christine Popoff, Assist. Superintendent. CCF  
Department of Corrections

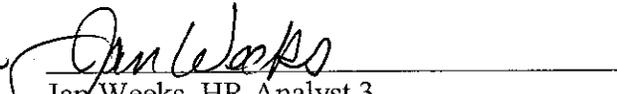
  
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Kim Brockamp, Director of HR  
Department of Corrections

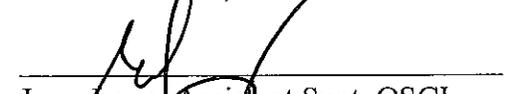
  
\_\_\_\_\_  
Lavelle Braun, Physical Plant Manager SRCI  
Department of Corrections

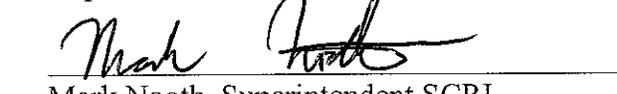
  
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Gary Kilmer, Superintendent OSCI  
Department of Corrections

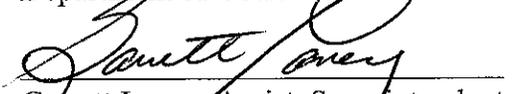
  
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Rob Persson, Administrator, OISC  
Department of Corrections

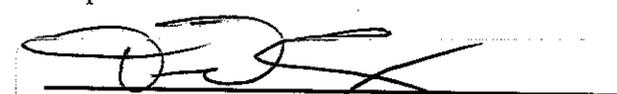
  
\_\_\_\_\_  
Heather Villaneauva, Assist. Admin  
Health Services, DOC

  
\_\_\_\_\_  
Jan Weeks, HR Analyst 3  
Department of Corrections

  
\_\_\_\_\_  
Jerry Long, Assistant Supt. OSCI  
Department of Corrections

  
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Mark Nooth, Superintendent SCRI  
Department of Corrections

  
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Garrett Laney, Assist. Superintendent  
TRCI, Department of Corrections

  
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David Conway, Operations Manager, CRCI/SFFC  
Department of Corrections

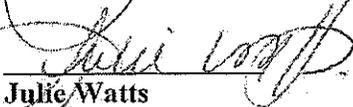
AFSCME Security Plus  
2009 – 2011 Contract Signature Page



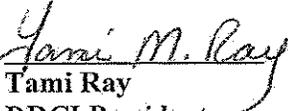
Ron Thompson  
Statewide President



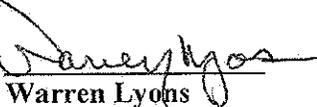
Bill Jewell  
Eastside Vice President



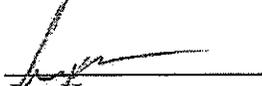
Julie Watts  
SRCI President



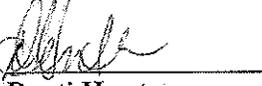
Tami Ray  
DRCI President



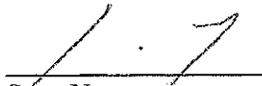
Warren Lyons  
SCCI President



Jon Hansen  
CCCF President



Dusti Hunter  
TRCI President



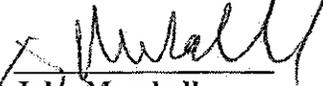
Sam Nagy  
CRCI President



Tim Woolery  
Council 75 Representative



Judy Rocque  
Westside Vice President

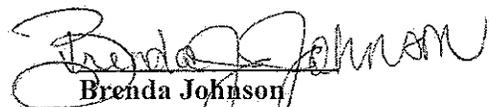


John Marshall  
OSCI President

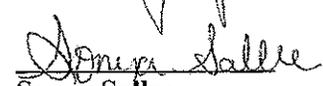


Mary Freelove  
Central President

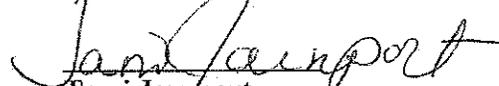
Rob Hillmick  
EOCI President



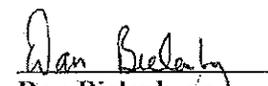
Brenda Johnson  
WCCF President



Sonya Sallee  
Statewide Treasurer/Scribe



Fami Jarroport  
Parole Board President



Dan Bielenberg  
SCI President