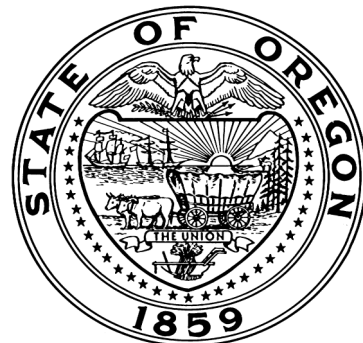


# COLLECTIVE BARGAINING AGREEMENT



*between*

# DAS

DEPARTMENT OF  
ADMINISTRATIVE  
SERVICES

*on behalf of*  
*Oregon Department of Corrections*  
*and*

# AFSCME

LOCAL 2035 & 3743 / COUNCIL 75  
AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES (AFL-CIO)

2013

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2015

# PAROLE & PROBATION OFFICERS

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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 (hereinafter the "Agency"), and the American Federation of State, County, and Municipal Employees Council 75 (AFL-CIO) (hereinafter the "Union"), and is binding upon the Union and the Employer, Agency and all designated representatives of the Union and the Employer and Agency.

**Section 2.** The Agency recognizes 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 strike-prohibited parole and probation classified positions, except temporary, supervisory, confidential, and those positions excludable by ORS 243.650, within the Department of Corrections.

The parties agree that the term "classified employee" does not include temporary employees appointed under the provisions of ORS 240.308 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 Agency 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) The parties agree the Employer's Chief Human Resource Office Personnel Policies and Agency Procedures relating to their implementation are without effect upon the Agency or members of the bargaining units.
- b) Other 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 Agency 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 Agency 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 46, 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.
- f) If the arbitrator's ruling is that the policy, procedure, or rule is unreasonable, the Agency shall immediately withdraw the policy, procedure or rule.
- g) 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.
- h) 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**

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**Section 1.** This Agreement becomes effective on the date of ratification at the local table and expires June 30, 2015. The Union shall send a letter informing the Department of Administrative Services Labor Relations Unit and the affected Agency of the specific ratification date of the Tentative Agreement.

**Section 2.** The Union will notify the Agency of its selected representatives by December 15, 2014. The bargaining team shall consist of not more than five (5) Union Representatives with at least one (1) Representative from each County covered by the terms of this Agreement. The Union may utilize up to eighty (80) hours leave with pay per designated bargaining team representative for the purpose of actual negotiations.

**Section 3.** Negotiations for a successor agreement will commence between January 2, 2015 and February 15, 2015 or sooner upon mutual agreement of the parties.

## **ARTICLE 3 - UNION SECURITY**

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**Section 1. New Employees.** The Agency agrees 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 Agency agrees to allow duly certified Union Representatives thirty (30) minutes, when new employee orientation classes are held, 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 Agency, the representative will be allowed time off without loss of pay to make the presentation.

**Section 2. Union Access.** Accredited representatives of the Local, District 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 Agency during all working hours to conduct Union business (with appropriate observation of the security regulations of the Agency). During periods of bona fide emergency, this provision may be temporarily suspended by the Agency 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. Stewards shall have authority to investigate and resolve grievances and to distribute Union informational material provided that such activity does not interfere with the regular work routine with prior approval of management. The investigation and processing of employee grievances 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.

**Section 5. Union Business Leave.** The parties agree to the primary principle that Union business will be carried out during off-duty hours.

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

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

Union Business Leave does not constitute a break in service.

a) **Short Term**

Upon written request from the Executive Director of AFSCME Council 75 to DAS Labor Relations Unit, members 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, employees elected to Union office or otherwise selected by the Union to conduct Union business that takes them away from their employment may be granted leave without pay or leave with pay reimbursed by the appropriate AFSCME local to the Agency for a reasonable period of time not to exceed seven (7) working 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, one (1) Local Security 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 the Agency, within thirty (30) calendar days of receipt of billing, for required overtime 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 Agency agrees 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.

**Section 6. Communications.**

a) The Agency agrees 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) AFSCME may use the DOC internal mail system to communicate with AFSCME represented employees at no cost to the employer. AFSCME will use its own supplies and equipment. Distribution will be on their own time.

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

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

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

d) Where access to the DOC computer systems exist, the following communications are authorized:

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

**Section 7. Dues Deduction.** The Agency agrees to deduct the monthly membership dues from the pay of those employees who individually request such deductions in writing. The amount to be deducted shall be certified to the Agency by the Treasurer of the Union, and the aggregate deductions shall be remitted monthly together with an itemized statement, to the Treasurer of the Union.

**Section 8. Fair Share.** The terms of the contract have been made for all employees in the bargaining unit, not solely for members of the Union. The parties recognize that it is fair that each employee in the bargaining unit should bear a fair share of the costs incurred by the Union in meeting its responsibilities as a recognized bargaining unit representative.

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

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

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

The Union shall indemnify and save the Agency harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the Agency for the purpose of complying with the provisions of this section.

**Section 9. Employee Statistics.** The Labor Relations Unit and the Agency will, upon request of the Union, provide any regularly produced computer runs containing non-confidential statistics of the Union's bargaining unit members. This will include one (1) printout annually showing names and addresses of all bargaining unit employees and monthly information currently furnished. Any costs incurred in compiling and photocopying these statistical reports under this Agreement shall be billed to the Local Union making the request.

**Section 11. Reports.** Upon request and no more than once a quarter the Agency shall provide to the Union the names of any temporary / Limited duration employees (management / unrepresented / bargaining unit) hired, reason for the hire and expected duration of the appointment.

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

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

**Section 12. Intermittent Union Leave.** When Union officials (officers and stewards) are designated in writing by the Executive Director of Oregon AFSCME to attend AFSCME Council 75 Biennial or AFSCME International Conventions, the following provisions apply:

- a) The Executive Director of Oregon AFSCME shall notify affected agencies in writing of the name of the employee(s) at least thirty (30) days in advance of the date of the AFSCME Convention. For agencies of 100 or fewer bargaining unit members, no more than one bargaining unit member per agency may be designated to attend AFSCME conventions. For agencies of greater than 100 bargaining unit members, no more than



- two bargaining unit members may be designated to attend AFSCME conventions under this provision.
- b) Subject to agency head or designee approval based on the operating needs of the employee's work unit, including staff availability, the employee will be authorized release time with pay.
  - c) The paid release time is limited to attendance at the conference and travel time to the conference if such time occurs during the employee's regularly scheduled working hours up to forty (40) hours per calendar year.
  - d) The release time shall be coded as Union business leave or other identified payroll code as determined by the State.
  - e) The release time shall not be included in the calculation of overtime nor considered as work related for purposes of workers' compensation.
  - f) The employee will continue to accrue leaves and appropriate benefits under the applicable collective bargaining agreement except as limited herein.
  - g) The Union shall, within thirty (30) days of payment to the employee, reimburse the State's affected agency for all Employer related costs associated with the release time, regular base wage and benefits, for attendance at the applicable conference.
  - h) The Union shall indemnify and the Union and employee shall hold the State harmless against any and all claims, damages, suits, or other forms of liability which may arise out of any action taken or not taken by the State for the purpose of complying with these provisions.

#### **ARTICLE 4 – UNION LABOR/MANAGEMENT MEETINGS**

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**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. The Committee may recommend agreements for signature to the parties, which are defined as The Department of Administrative Services and AFSCME Council 75. The Committee discussion may include all manner of local working conditions and non-disciplinary grievance issues.

#### **ARTICLE 5 - LEGISLATIVE ACTION**

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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**

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**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 Agency further agrees to provide written procedures which will outline the proper methods for requesting this legal defense.

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

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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 - EQUAL OPPORTUNITY**

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**Section 1.** The Agency 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 Agency 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. The designated appointing authority or designee shall respond within thirty (30) calendar days of its submission. Allegations of unlawful discrimination are not subject to the grievance procedure.

**Section 3.** Complaints alleging unlawful discrimination based on union activity may be submitted directly to the designated appointing authority within thirty (30) calendar days of the date the Union knew of the alleged violations. The designated appointing authority or designee shall respond within thirty (30) calendar days of its submission. If unresolved via that process or if the Union chooses not to submit the complaint to the designated appointing authority, the Employment Relations Board shall be the venue to resolve such complaints.

## **ARTICLE 9 - MANAGEMENT RIGHTS**

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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 46, Grievance and

Arbitration, or seeking a review of the exercise of these rights, when it is alleged such exercise violates provisions of this Agreement.

## **ARTICLE 10 - CONTRACTING OUT**

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

**Section 2. Review of Contracted Work.** Upon request, the Union may view state contracts deemed public records. The Union will contact the Agency manager responsible for procurement and contracts to arrange a time to review the contracts. The Agency will let the Union review any contracts that the Agency itself stores, and are available through public records law. The Union will contact the state archivist for older contracts under the public records law. The Union may submit suggestions to the Agency on Agency initiated contracts as to how bargaining unit members could perform the work more efficiently (at reduced cost) and effectively (improved quality). The Parties may discuss the Union suggestions at their labor/management meetings and determine the most effective and efficient way to accomplish the work in the future for Agency initiated contracts. Decisions around reviewing of contracted work are not subject to the grievance procedure.

## **ARTICLE 11 - INSURANCE**

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**Section 1. Eligibility.** 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.

**Section 2. Plan Years 2013-2015.** For the period of January 1, 2013 through December 31, 2015, the Employer will pay ninety five (95%) percent and full time employees will pay five (5%) percent of the monthly premium for health, dental, vision and basic life insurance.

**Section 3. Exception for Plan Year 2015.** Except as noted in section 2 above, for the period of January 1, 2015 through December 31, 2015, where the full-time employee enrolls in the least expensive PEBB health plan available to them, the Employer shall pay ninety-seven (97%) percent of the monthly premium for health, dental, vision and basic life insurance and the employee shall pay the remaining three (3%) percent. This section of the article shall become operational only when ninety-five (95%) percent of employees statewide have at least two (2) plan options available.

**Section 4.** For full-time employees whose salary is equivalent to or below salary range 21 step 1, the Employer will pay an additional forty (\$40) dollar monthly subsidy.

**Section 5.** For every one and six tenth (1.6%) percent that the 2015 PEBB projected composite rate is below the projected five (5%) percent increase for Plan Year 2015, the two (2%) percent across the board pay increase will be paid one (1) month earlier than December 1, 2014 increase.

## ARTICLE 12 - SALARY AND WAGES

### **Section 1. Salary.**

- a. Salary rates in effect through August 31, 2013 are as follows:

Class Title	Class#	SR	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Adult Parole and Probation Officer	C6787	25	4212	4419	4639	4853	5088	5328	5580	5845

Effective September 1, 2013 all employees will retain their current salary rate I the new range except not employees whose current rate is below the first step of the new range shall be moved to the first step in the new range and a new salary eligibility date will be established.

For an employee whose rate is within the new salary range but not at a corresponding salary step, his/her salary shall be adjusted to the next higher step closest to his/her current salary effective September 1, 2013.

- b. Increase classification by one (1) range to Salary Range 26, effective September 1, 2013 as follows:

Class Title	Class#	SR	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Adult Parole and Probation Officer	C6787	26	4419	4639	4853	5088	5328	5623	5856	6141

- c. Employees will receive one and a half percent (1.5 %) COLA effective December 1, 2013 paid on January 1, 2014. Salary rates in effect from December 1, 2013 through November 30, 2014 are as follows:

Class Title	Class#	SR	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Adult Parole and Probation Officer	C6787	26	4485	4709	4926	5164	5408	5707	5944	6233

Employees will receive a two percent (2%) COLA effective December 1, 2014 paid on January 1, 2015. Salary rates in effect from December 1, 2015 are as follows:

Class Title	Class#	SR	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Adult Parole and Probation Officer	C6787	26	4575	4803	5025	5267	5516	5821	6063	6358

In the event there is a discrepancy between the printed salary amounts in this Section, the DAS payroll system shall prevail.

**Section 2. Cost of Living Adjustment.** Effective December 1, 2013, Compensation Plan salary rates shall be increased by one point five percent (1.5%) to be paid January 1, 2014. Effective December 1, 2014, Compensation Plan salary rates shall be increased by two(2%) to be paid January 1, 2015.

**Section 3. Public Employees Retirement System (“PERS”) Members.** For purposes of this Section 1, “employee” means an employee who is employed by the State on August 28, 2003 and who is eligible to receive benefits under ORS Chapter 238 for service with the State pursuant to Section 2 of Chapter 733, Oregon Laws 2003. Parole and Probation Officers requiring DPSST certification are by statute classified as “Police & Fire”.

**Retirement Contributions.** On behalf of employees, the State will continue to “pick up” the six percent (6%) employee contribution to the Public Employees Retirement Fund through December 31, 2003. Thereafter, the State will continue to “pick up” a six percent (6%) employee contribution, payable as the law requires. 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 4. Oregon Public Service Retirement Plan Pension Program Members.** For purposes of this Section 2, “employee” means an employee who is employed by the State on or after August 29, 2003 and who is not eligible to receive benefits under ORS Chapter 238 for service with the State pursuant to Section 2 of Chapter 733, Oregon Laws 733.

**Contributions to Individual Account Programs.** As of the date that an employee becomes a member of the Individual Account Program established by Section 29 of Chapter 733, Oregon Laws 2003, the State will pay an amount equal to six percent (6%) of the employee’s monthly salary, not to be deducted from the salary, as the employee’s contribution to the employee’s account in that program. The employee’s contributions paid by the State under this Section 2 shall not be considered to be “salary” under Section 1(16)(c) of Chapter 733, Oregon Laws 2003, for the purposes of computing an Oregon Public Service Retirement Plan Pension Program member’s “final average salary” under Section 10 of Chapter 733, Oregon Laws 2003, or “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 5. Effect of Changes in Law (Other than PERS Litigation).** In the event that the State’s payment of a six percent (6%) employee contribution under Section 1 or under Section 2, as applicable, must be discontinued due to a change in law, valid ballot measure, constitutional amendment, or a final, non-appealable judgment from a court of competent jurisdiction (other than in the PERS Litigation), the State shall increase by six percent (6%) the base salary rates for each classification in the salary schedules in lieu of the six percent (6%) pick-up. This transition shall be done in a manner to assure continuous payment of either the six percent (6%) contribution or a six percent (6%) salary increase.

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

**Section 6. Recoupment of Wage and Benefit Overpayments/Underpayments.**

a) **Overpayments.** 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 employee with or without Union representation and the Agency shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.
  2. If there is no mutual agreement at the end of the thirty (30) calendar day period the Agency shall implement the repayment schedule stated in subsection 3 below.
  3. If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly basic salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular base salary. If an overpayment is less than five percent (5%) of the employee's regular base salary, it 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.
  4. Subsections 1-3 of this section shall not apply to payroll adjustments necessitated by a discrepancy between actual hours of paid time versus hours projected for payroll purposes from one pay period to another. For example, if an employee utilizes leave without pay near the end of the month but is paid for such time because such leave without pay was not anticipated at the payroll cutoff date for that month, the employee's pay and benefit entitlements may be adjusted on the following month's paycheck.
  5. The Agency shall not attempt to correct any overpayment to employees discovered older than two (2) years from notification.
- b) Underpayments. In the event an employee does not receive the wages or benefits to which the record/documentation has for all times indicated the employer agreed the employee was entitled, the Agency shall notify the employee in writing of the underpayment. This notification will include information showing that an underpayment exists and the amount of wages and/or benefits to be repaid. The Agency shall correct any such underpayment made within a maximum period of two (2) years before the notification.
- c) This provision shall not apply to claims disputing eligibility for payments which result from this agreement. Employees claiming eligibility for such things as leadwork, work out-of- classification pay or reclassification must pursue those claims pursuant to the timelines elsewhere in this Agreement.

## **ARTICLE 13 - 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 46.

**Section 2.** Any employee requiring an emergency draw shall be authorized once 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. Thereafter, an employee's salary eligibility date may only change because of employment actions as a result of reallocations, trial service extensions as provided in Article 41:1, promotions, demotions, reemployments, reclassifications or leaves without pay in excess of thirty (30) days except those leaves protected by federal or state (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 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 salary 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

## **ARTICLE 14 - OVERTIME**

**Section 1.** All time for which an employee is compensated at the regular straight time rate of pay, except on-call time but including holiday time off, compensatory time off, and other paid leave, shall be counted as time worked.

**Section 2.** An employee who works beyond forty (40) hours in a workweek, shall be compensated at a time and one-half (1-1/2x) rate.

**Section 3.** Employees shall receive permission from their supervisor before working overtime. Employees are encouraged to work with their supervisor to flex their work schedules to avoid Agency overtime liability. It is the employee's responsibility to report overtime hours worked to their supervisor.

**Section 4.** Working on an employee's regular scheduled day off will be compensated at their overtime rate, unless it is mutually agreed to be flexed or a mandatory training with at least fourteen (14) calendar days prior notice. Whenever possible, employees shall flex their work schedules to accommodate scheduled court appearances.

**Section 5.**

- a) An employee shall either be paid or given compensatory time off at the discretion of the Agency, at the rate of one and one half (1 ½x) times the regular hourly rate of pay for hours worked in excess of forty (40) hours per week. 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.
- b) If an employee is within twenty (20) hours of the eighty (80) hour cap, the Agency shall notify the employee. The employee shall request time off so as to avoid a monetary payment. If the employee does not request time off or does not take the time off, the Agency shall schedule time off for the employee. If the Agency does not schedule time off for the employee, the Agency shall make a monetary payment to the employee for all hours that exceed eighty (80) hours.
- c) All compensatory time off will be used or paid by July 1 of each biennium. June compensatory time off will be carried over into the next biennium.
- d) No application of this article shall be construed or interpreted to provide for compensation for overtime at a rate exceeding time and one half ( 1/12x) or to effect a 'pyramiding' of overtime, i.e. time and one half (1 ½x).
- e) Overtime shall be voluntary except during periods of emergency or unless management is unable to fill a work assignment by voluntary means.
- f) Employees shall have the option to either flex their schedule or earn compensatory time when they are required to work outside their regular schedule.

**Section 6.** 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.



## ARTICLE 15 - DIFFERENTIALS

**Section 1. Field Training Officer (FTO).** While assigned to perform FTO duties up to three (3) FTOs shall receive a two and one-half percent (2.5%) differential. Payment of this differential will be for up to a maximum of sixteen (16) weeks per trainee, including any preparation time and final documentation of the trainee's performance. This sixteen (16) weeks can be extended at the approval of the local State Director.

### **Section 2. Bilingual Differential.**

- (a) When formally assigned in writing to interpret to or from another language to English will receive a differential of five percent (5%) of base pay. Employees will be required to pass an Agency standardized test to become or remain eligible for this differential.
- (b) The Agency shall pay the cost for the employee taking the initial test. If the employee does not pass the test and the employee wishes to retake the test, the employee will pay for the cost of the test.
- (c) Bilingual assignments will be reviewed in January of each year to determine the Agency's need. Employees can file a memorandum of interest for an assignment and the Agency shall select the employee able to meet the Agency's needs.

**Section 3. Incentive Plan.** Employees who obtain an intermediate certification from DPSST shall have a premium of three percent (3%) per month in addition to their base wages. Employees who obtain an advanced certificate from DPSST shall have a premium of six percent (6%) per month in addition to their base wages (above certificate premiums are non-cumulative). Employees may be required to complete one physical for either the intermediate or advanced certificate, but not both. Employees who currently have the intermediate or advanced certificate will not be subject to the physical.

## ARTICLE 16 - CALL-BACK TIME

**Section 1.** Employees may be subject to call out during their off-duty hours in response to job related duties and emergencies. Employees shall maintain their current telephone number with the Agency.

**Section 2.** An employee who is called back into work outside the employee's basic work schedule will receive time and one-half (1-1/2x) the employee's straight time rate 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 3.** This provision will not apply when call back results from employee oversight, i.e., taking home necessary keys, equipment necessary at the Agency, etc. The provision does not prevent the Agency from calling employees for information not requiring call back. The employee would not be required to remain home or available unless on standby.

**Section 4.** The Agency agrees that when employees are contacted outside of the employee's basic work schedule, the employee will be compensated a minimum of one half (1/2) hour and compensated in one half (1/2) hour increments for all time after the initial one half (1/2) hour. Phone calls on off duty time that require a detainer be faxed will be compensated at least one-half (1/2) hour.

## ARTICLE 17 - WORK OUT OF CLASSIFICATION

**Section 1.** When an employee is assigned in writing for a limited period to perform the duties of a position at a higher level classification for five (5) consecutive calendar 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 the equivalent of a one (1)-step increase, or the first step of the higher range, whichever is greater.

**Section 2.** 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 3.** 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.

## **ARTICLE 18 - LEADWORK DIFFERENTIAL**

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**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 three (3) 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 employee 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 Human Resources Manager, 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 19 - TRAVEL AND MOVING EXPENSE**

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**Section 1.** Travel, mileage and moving expenses shall be reimbursed as per the Department of Administrative Services Accounting Manual rate adjustments.

**Section 2.** If the per diem rates are adjusted upward, the rates of this Article will be adjusted likewise.

**Section 3. Reimbursement of Expenses Incurred in Rescinded Transfer.** An employee who is given written notice of transfer that is later rescinded shall be compensated for all expenses incurred which are reimbursable under Section 1 of this Article. The employee shall furnish the Agency with normally required receipts of expenses claimed when requesting compensation.

## **ARTICLE 20 - EMERGENCIES**

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**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 21 - USE OF ALCOHOL AND DRUGS**

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**Section 1. Policy.** The Department of Corrections and AFSCME agree the purpose of this Agreement on alcohol and drug testing is to help ensure the work place is free from the effects of drug and alcohol abuse, and to do so in a way as to protect each employee's constitutional and statutory rights. The Department of Corrections is committed to assisting regular status employees to overcome drug and alcohol problems through appropriate treatment programs and, if necessary, disciplinary action. The presence or treatment of a substance use problem will not excuse an employee from meeting performance, safety or attendance standards or following other DOC instructions. Trial service employees are not subject to the provisions of this Section.

**Section 2. Prohibited Conduct.** The following conduct is prohibited:

- a) The buying, selling, or providing, or possession for the purpose of buying, selling, or providing controlled substances including marijuana while on Agency property or in Agency vehicles or equipment, or during work hours, including paid rest and meal periods.
- b) Being under the influence of alcoholic intoxicants, or consuming alcoholic intoxicants while in Agency vehicles or equipment at any time, or on Agency property, including rest and meal periods.
- c) Being at work with a blood alcohol content that reaches or exceeds .02% by volume/weight of alcohol in the blood.
- d) Possession of any controlled substance including marijuana while on Agency property or in Agency vehicles or equipment at any time, including rest and meal periods. However, this excludes substances that have been legally prescribed for an employee's own use.

- e) Being at work under the influence of any controlled substance, including marijuana, or having such substances present in the body while on Agency property or in Agency vehicles or equipment at any time, including rest and meal periods. An employee has controlled substance present in the body when the employee tests positive in blood or urine tests administered by the Agency for drug and alcohol testing. An employee shall be deemed to test positive for cannabinoids (marijuana or hashish) if his or her urine test indicates fifty (50) or more nanograms THC metabolites/ml. However, this excludes substances that have been prescribed for an employee's own use.
- f) Abusing any substance which is lawfully prescribed by regularly taking it in excessive quantities or by unlawfully obtaining it for purposes of abuse.
- g) For purposes of this Agreement, the term controlled substance shall be defined in accordance with ORS 475.005(6).

**Section 3. Under the Influence.** The term under the influence of controlled substances including marijuana or alcoholic intoxicants covers not only all the well-known and easily recognized conditions and degrees of impairment and intoxication, but any perceptible abnormal mental or physical condition which is the result of indulging to any degree in controlled substances, marijuana or alcoholic intoxicants which perceptibly tend to deprive the use of that clearness of intellect and control the employee would otherwise possess.

**Section 4. Discipline and Other Action.** Prohibited conduct described in Sections 2a and 2d above shall result in termination. Prohibited conduct described in Sections 2b, 2c, 2e and 2f shall result in actions specified in Section 6 below.

**Section 5. Reasonable Suspicion Testing.**

- a) Where the Agency has a reasonable suspicion that an employee is under the influence of any alcoholic intoxicants or controlled substances, including marijuana, or has a controlled substance, including marijuana, present in the body, the Agency may require that the employee immediately consent and submit to field and impairment tests and sampling (blood, urine or Breathalyzer test) at an approved laboratory. The Agency shall pay for the costs of the tests. A refusal to consent and submit to any of these tests shall be deemed the same as a positive test result.
- b) When the employee is notified he or she is required to consent and submit to such test, or to searches as described in Section 8 of this Article, he or she may request the presence of a Union representative to witness the tests or searches. The tests or searches may not be unduly delayed in order to wait for a representative. The absence of a representative shall not be grounds for the employee to refuse to consent and submit to such tests or searches, however the Agency shall make every reasonable effort to provide a Union representative. The presence of a representative shall not disrupt or interfere with the tests or searches.
- c) Before a supervisor, acting on behalf of the Agency under this policy, may require an employee to consent and submit to any test(s) specified in this section, the supervisor must first obtain concurrence from the supervisor's department head or his designee that the information available to the Agency about the subject employee is sufficient to determine reasonable suspicion that prohibited conduct will be established as a result of such test(s).
- d) The employee shall give consent to a blood, urine or Breathalyzer test by signing a consent form. The form shall contain the following information:
  1. Employees consent to release test results to the Agency;
  2. The procedure for confirming an initial positive test result for a controlled substance, including marijuana;
  3. The consequences of a confirmed positive test result for a controlled substance, including marijuana;

4. The consequences of a positive test for alcohol, including one at or above .02% by volume/weight of alcohol in the blood;
  5. A listing provided by the employee of legally prescribed and over-the-counter medications which may be in the employee's body. At the employee's option, this information may be submitted in a sealed envelope to be opened only by the Medical Review Officer if the test result is positive;
  6. The right to explain a confirmed positive test result for a controlled substance, including marijuana, or a positive test for alcohol to the Medical Review Officer;
  7. The right to have a Union representative present during the preliminary interview and any follow-up investigation;
  8. The consequences of refusing to consent to the blood, urine, or Breathalyzer test.
- e) The drug testing process shall be one that is scientifically proven to be at least as accurate and valid as urinalysis using an immunoassay screening test, with all positive screening results being confirmed utilizing gas chromatography/mass spectrometry before a sample is considered positive. The alcohol testing process shall be one that is scientifically proven to be at least as accurate and valid as (1) urinalysis using an enzymatic assay screening test, with the positive screening results being confirmed using gas chromatography before a sample is considered positive, or (2) breath sample testing using breath analyzing instruments which meet NIDA/SAMSHA testing standards.
- f) If a blood or urine test is confirmed as positive, the Agency will instruct the laboratory to retain the blood or urine sample for a period of not less than thirty (30) calendar days from the date the test results are communicated to the employee for the purpose of allowing the employee to conduct an independent test of the sample at his or her own expense at a laboratory approved by the State of Oregon.
- g) The procedure followed under this Agreement to obtain, handle and store blood and urine samples and to conduct laboratory tests shall be documented to establish procedural integrity and chain of evidence. Such procedures shall be administered with due regard for the employee's privacy and the need to maintain confidentiality of test results to an extent which is not inconsistent with the needs of this policy. The employee shall be notified of the results of all tests conducted pursuant to this policy. Additionally, all facts and circumstances upon which the reasonable suspicion testing is based, shall be documented and given to the employee when he or she is notified of the test results.

**Section 6. Consequences of Test Results.**

- a) Test results which do not positively establish the employee has engaged in prohibited conduct as described in Sections 2b, 2c, 2e or 2f of this Article shall result in no further action against the employee related to an alleged violation of those sections. The employee shall be informed of such test results in writing. Persons who do not test positive shall not have any record of the test placed in his or her official personnel file. Working files may contain records of the observations which led to the reasonable suspicion testing but not records of the test itself. If the employee subsequently demonstrates similar behaviors, these records may be relied upon by the employer in disciplinary proceedings.
- b) If an employee who tests positive and has not previously committed prohibited conduct specified in Sections 2b, 2c, 2e or 2f of this Article, the employee shall immediately submit to a medical evaluation by a doctor selected and paid for by the Agency. The evaluation will determine the extent of the employee's use of, and dependence on, the applicable substance(s) and, if necessary, recommend an appropriate program of treatment, including but not limited to rehabilitation and counseling to prevent future use.

If a program of treatment is recommended by the doctor, the employee shall enroll in it immediately. Failure by the employee to enroll in the recommended program or to complete it successfully shall result in his or her termination from employment. The cost of such treatment shall be at the employee's expense except as it may be covered by insurance. The employee may take paid leave or leave without pay for the period of treatment.

- c) The first instance of an alcohol test result of .02% to .039% shall not be considered a positive test result for alcohol for the purpose of requiring a medical evaluation by a doctor. An employee may use vacation and/or sick leave benefits for this time period. It will, however, require that the employee be removed from duty until their next scheduled shift. An alcohol test result of a .04% or greater will subject the employee to all provisions of this Agreement.
- d) If an employee who tests positive and has previously committed prohibited conduct specified in Sections 2b, 2c, 2e or 2f, and subsequently is found to have committed such prohibited conduct a second time within three (3) years, he or she shall be subject to discipline up to and including termination. The level of discipline imposed for subsequent instances of such prohibited conduct beyond three (3) years may be termination but shall be determined on a case-by-case basis.

### **Section 7. Voluntary Rehabilitation.**

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

**Section 8. Searches.** The Agency reserves the right to conduct searches for any reason of Agency equipment or facilities generally, and may search anything or area in which the employee has an expectation of privacy (i.e., desk, locker, outer garment clothing or personal property) to the extent permitted by law. Refusal by the employee to submit to a lawful search shall result in termination.

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

**Section 9. Consequences of Search Results.**

- a) Reasonable suspicion searches which do not reveal the presence of alcohol or controlled substances, including marijuana (but excluding any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse), shall result in no further action against the employee related to an alleged violation of Section 2d. The employee shall be informed of such search results in writing.
- b) Searches which reveal the presence of alcohol or controlled substances, including marijuana (but excluding any substance prescribed for the employee's use which has not been obtained for the purpose of abuse), shall result in those consequences specified in Section 4 as though a positive blood or confirmed urine test had been administered.

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

**Section 11. Emergencies.** In the event of emergency the Agency wishes to call out an employee to perform additional duties and the employee has consumed intoxicants, the employee will notify his or her supervisor that he or she has consumed intoxicants and is impaired and therefore is unable to report for duty.

**ARTICLE 22 - WORK WEEK AND WORK SCHEDULING**

**Section 1. Workweek Definition.** The workweek shall begin at 12:01 a.m. Sunday and end at 12:00 Midnight the following Saturday.

**Section 2. Flexible Scheduling.** By the nature of their position, employees are required to work an irregular forty (40) hours per week work schedule.

- a) Employees shall submit a basic work schedule to their immediate supervisor.
- b) If an employee desires to make permanent changes to his/her basic work schedule, the employee shall submit a request to their immediate supervisor for approval at least fourteen (14) calendar days in advance of the desired implementation date. The immediate supervisor shall approve or not approve the requested change in schedule.
- c) Flex schedules are allowed to provide employees the ability to flex work hours outside of the basic work schedule during the forty (40) hour work schedule.
- d) If an employee desires to flex his/her work hours outside of his/her basic work schedule, the employee shall notify his/her immediate supervisor.
- e) Employees may be required to flex their schedules for mandatory training if the employee is given written notice at least fourteen (14) calendar days in advance. Otherwise, the employee may elect to flex their schedule or earn overtime as outlined in Article 14, Section 4 of the agreement.
- f) When an employee requests training, he/she will be required to flex their work schedule, whenever possible.

**Section 3. Filling Open Case Loads/Geographic Assignment.** In the event a Case Load/Geographic Assignment is open in a functional unit, the Agency will notify employees and consider employee requests prior to assigning.

## **ARTICLE 23 - REIMBURSEMENT FOR PERSONAL PROPERTY DAMAGED OR DESTROYED**

**Section 1. Damage to Personal Clothing.** Any employee who suffers a loss through damage, destruction or theft of personal property usually and ordinarily on his/her person while on the job, in the performance of their job duties, may file a written claim within thirty (30) calendar days of the date of the incident to the County Director which shall include:

- a) A complete, written report of the circumstances;
- b) A notarized statement that the loss is not because of fault, intent or negligence on the part of the employee;
- c) Copies of all written receipts or substantiated estimates reflecting the cost of the property; and,
- d) A notarized statement that replacement or repair of the property is not reimbursable through either public or private insurance coverage.

**Section 2.** The claim shall be investigated by the County Director or designee to substantiate or disprove the facts indicated on the claim. The County Director or designee shall approve or disapprove the claim and instruct the business office to make or not make the payment based on the investigation conducted. The County Director or designee shall notify the employee of the results of the investigation. When a claim is denied, the reasons for the denial shall be provided to the employee.

Payments shall be limited to the actual property cost as substantiated by receipts for replacement or repair of the damage.

**Section 3.** No claim for loss shall be accepted by the Agency for special or unusual equipment, property or clothing which was not previously approved for use by the Agency in writing, including but not limited to radios, clocks, pictures or paintings which might be used by the employee to decorate his/her office.

**Section 4.** In cases of theft of personal property of employees for reasons other than specified in Section 1 of this Article, the Agency shall notify the appropriate law enforcement agency.

## **ARTICLE 24 - INCLEMENT CONDITIONS**

**Section 1.** When, in the judgment of the Agency Head or designee, weather conditions require the curtailing operations within the employees regularly scheduled work day and the employees are ordered home, the employees will be paid for the remainder of their regularly scheduled shift.

**Section 2.** The Agency Head 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 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.

**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 25 - 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).

**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 and, for that reason refuses to do the job, the employee shall immediately give specific reason(s) 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 Oregon Occupational Safety and Health Division (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.** Employees may report specific problems, in writing, regarding safety and health in working with this new equipment to their supervisors. The Agency will investigate such complaints, and where this investigation reveals that legitimate problems exist, the Agency will take steps to remedy these problems. Upon written request to the Agency Head or designee, where concern remains, the Agency is willing to meet with a Union Representative for further clarification and discussion of the specific safety or health concern.

**Section 5.** 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 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 6.** 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 26 - HOLIDAYS**

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**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.

**Section 2.** To be eligible for this pay, such employees must be in pay 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.

**Section 3.** 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.

**Section 4.** 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 5.** Holidays which occur during vacation or sick leave shall not be charged against such leave.

## **ARTICLE 27 - VACATION LEAVE**

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**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.** 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 15 <sup>th</sup> year through 20 <sup>th</sup> year	24 workdays for each 12 full calendar months of service (16 hours per month)
After 20th year through 25 <sup>th</sup> year	27 workdays for each 12 full calendar months of service (18 hours per month)
After 25 <sup>th</sup> year	30 workdays each 12 full calendar months of service (20 hours per month)

Eight (8) hours of vacation leave shall be accrued by each full time employee if the employee is employed as of July 1 of each year. Trial service employees will not be eligible to use this leave until the employee completes trial service.

**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 fifty (350) hours. However, in the vent of layoff, resignation, retirement or termination, any unused vacation up to two hundred fifty (250) hours of vacation will be paid to the employee..

**Section 10.** 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 fifty (350) hours to take vacation or make a cash payment in lieu of scheduling. Employees who have participated in the annual bidding process by bidding a minimum of one hundred twenty (120) hours and whose vacation accrual will exceed three hundred fifty (350) hours shall have the hours exceeding three hundred fifty (30) scheduled by mutual agreement or paid out at management's option.
- d) An appointing authority may authorize cash payment of forty (40) hours, upon determining that granting of vacation leave is not appropriate. The designated supervisor must document the denial of the vacation leave request. Cash payout for accrued vacation leave must not be granted more than once (1) in each fiscal year.
- e) When an employee notifies the Agency they plan to separate from Agency service within the next two (2) calendar months, and the employee has at the time of such notice more than two hundred fifty (250) hours of accrued vacation hours, the Agency and employee will work together to find a mutually agreeable time for the employee to take time off to reduce accrued vacation hours down to the two hundred fifty (250) hours.
- f) 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 within the Agency shall be allowed to transfer all accrued vacation credits.

**Section 12. Reimbursement for Cancelled Vacation.** Vacation that has been scheduled and approved may not be cancelled by the Agency 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 28 - SICK LEAVE WITH PAY**

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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's immediate family (employee's 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, 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.

**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, if elected to be used by the employee, 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.

**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 employee 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 Personnel 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 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 the 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 leave 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 the employee's initial trial service period, nor towards salary eligibility dates for a step increase. When the recipient is released to return to duty, the end of the initial trial service and salary eligibility date will be adjusted by the period of the donated hardship leave taken.

## **ARTICLE 29 - SICK LEAVE WITHOUT PAY**

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**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 may grant sick leave without pay for any non-job-incurred injury or illness to any employee upon request for a period up to six (6) months provided such leave will not seriously handicap the work of the County operations. Extensions of sick leave without pay for any non-job-incurred injury or illness beyond six (6) months but not exceeding a total of one (1) year from the date of the original approval for sick leave without pay must be approved by the Appointing Authority.

The Appointing Authority shall 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 for each request made.

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 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 30 - FAMILY LEAVE**

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

## **ARTICLE 31 - LEAVES WITH PAY**

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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.

## **ARTICLE 32 - LEAVE OF ABSENCE WITHOUT PAY**

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**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 33 - PRE-RETIREMENT COUNSELING LEAVE**

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At any time after reaching forty-five (45) years of age and within five (5) years of the employee's chosen 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 seven (7) 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 35 - PROMOTIONS/ADVANCEMENT**

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**Section 1.** The Agency desires to give all the bargaining unit employees an opportunity to fill bargaining unit vacancies. To that end, the Agency intends to ensure, subject to the requirements of Affirmative Action and Equal Employment Opportunity, that all bargaining unit 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 Agency, the employee is qualified. The Agency will determine the method of selection and determine the individuals to fill a vacancy.

**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 unit vacancies covered by the terms of this Agreement, which the Agency intends to fill by posting a list of such vacancies on designated bulletin boards as agreed to by the Agency 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. Transfers.** Voluntary transfers between counties will be handled in a manner consistent with the Department of Corrections policies.

## **ARTICLE 36 - TRIAL SERVICE**

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**Section 1.** Each employee appointed to a position in the bargaining unit shall serve a trial service period. Trial service may be extended only in instances where a trial service employee has been on cumulative leave without pay for fifteen (15) days or more. Time spent on donated hardship leave shall not count toward completion of trial service. The trial service date will be adjusted only by the number of days the employee was on such leave, except as modified under Section 2 of this Article.

**Section 2. Trial Service Time.** The trial service period is recognized as an extension of the selection process and is the time immediately following appointment to a position in the bargaining unit and shall not exceed twelve (12) full calendar months.

**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.



## **ARTICLE 37 - TRAINING/EDUCATION**

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### **Section 1. Training.**

- (a) The Agency will pay incurred tuition/registration and allowable travel, per diem, and salary when the Agency directs employees to attend training.
- (b) 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.
- (c) Employees wishing to attend a job related training opportunity not offered by the Agency which directly relates to his/her assigned duties/caseload must submit a timely written request to his/her immediate supervisor. The request will identify the specific training opportunity, costs, time being requested if any and explain how the training is related to his/her assigned duties/caseload. The supervisor will review the request and approve or deny the request subject to available budget constraints, operating needs, training priorities or any combination of thereof.

**Section 2. Developmental Opportunities.** The Agency may provide developmental assignments and job rotation assignments by written agreement with and employees who volunteer, with notification to the union. 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.

## **ARTICLE 38 - JOB SHARING**

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**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 pro rate 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 pro rate 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 39 - LAYOFF PROCEDURE**

**Section 1.** 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.** 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.** The classification and functional unit 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 and functional 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 service as an Adult Parole and Probation Officer within the Functional Unit. For the purposes of this article Functional unit is defined as a County within the State of Oregon. One (1) service point shall be allowed for each full month of unbroken service. 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.

Seniority shall be forfeited if an employee has a break in service from the Agency of more than one hundred eighty (180) calendar days, other than layoff, or fails to respond within five (5) consecutive work days 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. A break in service is a separation or interruption of employment without pay of more than one hundred eighty (180) calendar days.

Seniority lists shall be prepared by the Agency, during January, updated periodically, and posted on bulletin boards in the Agency.

**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) work days 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 functional unit in the same classification provided the employee can perform the specific requirements of the position within approximately two (2) weeks. Time may be extended by mutual agreement.
- b) If an opening exists within another functional unit, an employee may accept that, provided the employee can perform the specific requirements of the position within approximately two (2) weeks. Time may be extended by mutual agreement.

**Section 6. Layoff List.** A layoff list shall be a list of employees by classification and functional unit who are laid off. Such lists are maintained in inverse order of layoff for the functional unit. Recall shall be from the list, one (1) name at a time, to the vacancy in the classification and within the functional unit 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 any county 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 7.** 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 8.** If the Agency is willing to allow cross bumping between unions, discussion with affected union representatives will be initiated. If the parties agree, cross bumping will be allowed both ways.

**Section 9. Functional Unit.** Functional unit is defined as:

- a) Douglas County
- b) Linn County

**Section 10. 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 40 - 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.

**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.

**Section 5.** 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 should describe the individual or group, including the names of affected employees, identify the proposed placement, and the current signed position descriptions. Because the old classifications are to be abolished, correct placement cannot be back to a 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 and other relevant evidence of duties assigned by the Agency. This decision shall be made within thirty (30) calendar days of receipt of the appeal and provided to the affected employees in writing and with a summary of the classification analysis.

**Section 6.** 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 charges with 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 recourse 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 7.** 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 8.** 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 9.** 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 position appeals is completed and where the Agency indicates that no changes in duties is anticipated prior to refilling the position.

**Section 10.** This process terminates upon completion of the allocation process.

#### **ARTICLE 41 - RECLASSIFICATION PROCEDURE**

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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 and written explanation for a 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 thirty (30) days after receipt of reclassification request the Agency shall notify the Union of its decision. The Union shall have an opportunity, before the thirty (30) 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 5, 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.

**Section 10. Denied Reclassification/Involuntary Reclassification Appeal Process.**

**Agency Appeal:** If an employee's requested reclassification is denied or the Agency reclassifies an employee's position, the Union may appeal the decision in writing to the Agency Head or designee within fifteen (15) calendar days after receipt of the Agency's decision. The appeal must identify the reason(s) the Agency's decision is incorrect. The Agency shall respond to the appeal in writing within fifteen (15) calendar days from receipt of the Union's appeal.

**Committee Appeal:** If the Agency denies an employee's reclassification request or if the Agency reclassifies an employee's position, the Union may appeal the decision to the Employer/Union Classification Appeal Committee. The appeal must be in writing and submitted within fifteen (15) calendar days from the date the Agency's final decision. All appeals must be supported with copies of documents originally provided to the Agency for the reclassification request, including written explanation of the request and all relevant documentation. No new documentation or information will be considered by the Committee unless mutually agreed upon. Upon request, the Union and employee shall have one (1) opportunity to address the committee.

**Employer/Union Classification Appeal Committee:** The committee shall be composed of one (1) Employer representative and one (1) Union staff representative. The Committee's sole mission will be to consider appeals pursuant to this section of the article and make decisions which maintain the integrity of the classification system by correctly applying the classification specifications. Each representative shall have experience making classification decisions.

**Appeal Decision Process:** The Committee will attempt to resolve the appeal by jointly determining whether the current or another classification more accurately depicts the overall assigned duties, authorities and responsibilities of the position. In this process each of the designees may identify one (1) alternate class that he/she determines most accurately depicts the purpose of the job and overall assigned duties. The Committee will prepare an initial written decision to the Agency and Union within thirty (30) calendar days of receipt which will include the reasons for the decision. Agency management retains the right to modify duties to ensure consistency with the Agency's work, goals and objectives. If the finding of the committee determines the assigned duties are appropriately classified at a higher salary range and the Agency subsequently removes the higher level duties, the employee will receive a lump sum payment for the difference

between the current salary rate including work out of classification pay already paid, if any, the appropriate salary rate for the classification pay already paid if any, and the appropriate salary rate for the classification as determined by the committee. This payment shall be for the time period beginning the date in which the request was received by the Agency to the date the duties are removed.

Arbitration: If there is no resolution, the Union may request arbitration in writing within fifteen (15) calendar days from the date of receipt of the Committee's final written decision. The Union's request must be sent to the Department of Administrative Services Labor Relations Unit and shall include the reasons why the Agency's decision is incorrect.

The Parties agree to the appointment of a panel of three (3) arbitrators to hear all appeals under this article. Arbitrators shall be assigned on a rotational basis. The arbitrators shall have experience resolving classification issues. An arbitrator may be removed from the panel by mutual agreement of the Parties. However, each Party retains the right to initiate a change in that arbitrator's appointment upon notice to the other party. If this occurs, the Parties agree to select another qualified arbitrator. The change in assigned arbitrator shall be effective for any case not yet scheduled for arbitration. 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 by the Party requiring the service or item for which payment is to be made.

The arbitrator shall allow the Agency's decision to stand unless he/she concludes that the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities using the criteria specified below. In the event the arbitrator finds in favor of the proposed or alternate classification, Agency management may elect to remove/modify duties at any point during the process. However, if the agency removes the higher level duties, the employee will receive a lump sum payment for the difference between the current salary rate including work out of classification pay already paid if any, and the appropriate salary rate for the classification as determined by the committee. This payment shall be for the time period beginning the date in which the request was received by the Agency to the date the duties are removed.

Classification Criteria: For purposes of this section, a reclassification must be based on findings that the purpose of the position is consistent with the concept of the proposed classification and that the class specifications for the proposed classification more accurately depicts the overall assigned duties, authority and responsibilities of the position.

Terms used above shall be defined as follows:

- 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 and other relevant evidence of duties assigned by the Agency.

This Section supersedes any provisions contained in the Agency's grievance procedure.

## **ARTICLE 42 - 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 informed of the nature of the complaint or charges before the employee is required to respond to questions concerning the complaint or charges. 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 investigation.

## **ARTICLE 43 - 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 44 - PERSONNEL FILES

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**Section 1.** An employee shall be provided with a copy of any report, correspondence or document of an adverse nature entered into the employee's agency personnel 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.

**Section 2.** Any agency file maintained by the Agency regarding an employee 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 or adversely on an employee is proven to be materially incorrect, it shall be removed from the personnel file. Any reports, correspondence or documents of an adverse nature, three (3) years after the date they were written, may not be used against the employee, provided no incident of a similar nature occurred in the intervening time.

## ARTICLE 45 - DISCIPLINE AND DISCHARGE

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**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 for binding arbitration. 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, demotion, or written reprimand, a written statement shall be given to the employee at the time action is taken and a copy sent to the Local Union Council Representative within seven (7) days of issuance to the employee. 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.

**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 46 - GRIEVANCE AND ARBITRATION**

**Section 1.** Grievances are defined as acts, omissions, applications or interpretations alleged to be violations of the terms and conditions of this Agreement. Grievances shall be reduced to writing and submitted on the AFSCME Grievance Form and Fact Sheet. 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 Step 3 of the grievance procedure.

**Section 2.** Disputes arising from dismissal are subject to the grievance and arbitration procedure pursuant to the expedited procedures described in Article 45, Discipline and Discharge. All other disciplinary actions and refusal/withholding of merit step increases shall follow the steps outlined in this article.

- **Step 1.** Employee, with or without Union representation will file a written grievance within thirty (30) calendar days from the date of the alleged violation of the agreement with their Functional Unit Manager (Local State Director). The Functional Unit Manager shall respond in writing within thirty (30) calendar days from the date of the grievance being received.
- **Step 2.** If the grievance is not resolved at Step 1, the Union shall appeal the grievance in writing to the designated appointing authority or designee within fifteen (15) calendar days from the date of receipt of the Step 1 response. The appointing authority or designee shall respond in writing within thirty (30) calendar days from the date of receipt of the grievance.
- **Step 3.** If the grievance is not resolved at Step 2, the Union shall appeal the grievance in writing to the Department of Corrections Human Resources Division within fifteen (15) calendar days of receipt of the appointing authority's response that such response is not acceptable. The Assistant Director of the Human Resources Division or designee shall respond in writing within twenty-one (21) calendar days of receipt of the appeal.
- **Step 4.** If the grievance is not resolved at Step 3, the Union shall appeal the grievance in writing to the Department of Administrative Services Labor Relations Unit within fifteen (15) calendar days from the date of receipt of the Step 3 response. The Labor Relations Unit shall respond in writing within thirty (30) calendar days from the date of receipt of the appeal.
- **Step 5.**
  - a) If the grievance is not resolved at Step 4, the Union will, within fifteen (15) calendar days from receipt of the Step 4 response, request from the Employment Relations Board the names of five (5) qualified arbitrators. Such notice to the Board shall identify the specific grievance by employee name(s), work location, bargaining unit and date the grievance was filed, and a statement that, "This shall serve as official notice of the Union's intent to arbitrate this

grievance.” A copy of this notice shall be sent to the Department of Administrative Services Labor Relations Unit.

- b) The parties shall alternately strike names with the moving party striking first, from the Employment Relations Board list, one (1) name at a time until only one (1) name remains on the list. The name remaining on the list shall be accepted by the parties as the arbitrator, and arbitration hearings shall commence at such time and place mutually agreed to by the parties.

**Section 3.** 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 4.** 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 expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

**Section 5.** 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 6.**

- a) Group grievances filed by the Union that covers two (2) or more bargaining unit employees in a specific county shall be filed at Step 1 of the grievance procedure.
- b) Group grievances filed by the Union that cover all bargaining unit employees shall be filed at Step 3 of the grievance procedure.

**ARTICLE 47 - GENERAL PROVISIONS**

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**Section 1. 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 48 - STRESS/CAREER COUNSELING**

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**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 (except staff assaults as defined in Article 28, Section 8).

**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 49 - EQUIPMENT**

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**Section 1.** The Agency shall issue the following equipment to all employees:

- a) Rechargeable flashlights
- b) Latex gloves and glove holder
- c) Chemical agent and carrying case
- d) Body Armor
- e) Badge and clip on badge holder
- f) Badge and wallet badge holder
- g) Two (2) pair of handcuffs and carrying cases
- h) Portable radio with microphone and holder
- i) Duty belt
- j) Cell phone, holder and battery charger where applicable.

**Section 2.** The Agency shall issue the following equipment to State vehicles:

- a) Two-way radio for field cars
- b) First Aid supplies
- c) Belly chains and leg iron restraints
- d) Sharps containers
- e) Cell phones, battery car chargers, and phone holder (unless issued to individual PO's as provided in Section 1)
- f) Cages if requested by employee(s) assigned to vehicle
- g) Digital camera with batteries

**Section 3. Firearms.** When requested by an employee and approved by the Agency, the Agency shall provide the employee with the following:

- a) One (1) Agency approved firearm
- b) Firearm holster
- c) Magazines and magazine holders
- d) Duty ammunition
- e) Training ammunition for Agency sponsored training

**Section 4. Electronic Immobilizing Device (TASER).** When requested by an employee and approved by the Agency, the Agency shall provide the employee with the following:

- a) One (1) Agency approved TASER
- b) One (1) TASER holster
- c) Duty Cartridges
- d) Training Cartridges for Agency sponsored training

**Section 5.** Where provided, Agency equipment will be used. Employees shall maintain Agency provided equipment in good working order. If the Agency provided equipment is lost or damaged, the employee shall prepare a written report that includes the full explanation for the damage or loss of the equipment. Such report shall be submitted as soon as is reasonably possible from when the employee became aware of the loss or damage to the equipment.

**Section 6.** Equipment provided by the Agency shall remain the property of the Agency and shall be returned to the Agency upon termination of employment. A retiring officer with at least fifteen (15) years of service with the bargaining unit may purchase their duty firearm at an Agency determined fair market value.

## **ARTICLE 50 - BEREAVEMENT LEAVE**

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**Section 1.** Notwithstanding the Hardship Leave 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 Agency may require documentation. 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 include the employee's or the employee's spouse's parent, wife, husband, child, brother, sister, grandmother, grandfather, grandchild, or the equivalent of each for domestic partners, or another member of the immediate household. Up to eight (8) hours of paid bereavement leave may be taken for aunt, uncle, niece or nephew.

## **ARTICLE 51 – MAINTENANCE OF MEMBERSHIP**

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All members of the bargaining unit who are members of the Union as of the effective date of the Agreement or who subsequently voluntarily become members of the Union shall continue to pay dues, or the equivalent, to the Union during the term of this Agreement. This section shall not apply during the 30-day period prior to the expiration of this Agreement for those employees who, by written notice sent to the Union and the Employer, indicate their desire to withdraw their membership from the Union.

## **LETTER OF AGREEMENT #1 - Duration of Layoff Lists**

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

The parties agree to the following:

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

For recall purposes under Article 27 (Layoff), the terms of eligibility for candidates placed on the Agency Layoff List and Secondary Recall List shall be three (3) years from the date of placement on the Agency Layoff List and Secondary Recall List. The third year extension for recall shall not affect timelines or other terms and conditions of the agreement except the following conditions shall apply for any candidate who is recalled after the two (2) years, but before the end of the third year:

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

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

This agreement shall sunset on June 30, 2015. However, an employee laid off shall remain on the Agency Layoff List and Secondary Recall List pursuant to the terms of this agreement, if not removed from the list.

## **LETTER OF AGREEMENT #2 – Alternatives to Layoff**

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

The parties agree to the following:

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

Practices) in the Oregon Liquor control Commission/AFSCME Agreement; and Article 9 (Complete Agreement/Past Practice) in the Construction Contractors Board/AFSCME Agreement.

3. This agreement becomes effective on the first of the month following the date the Agency agreement is signed and automatically ends June 30, 2015 unless the parties agree to amend or extend its terms.

### **LETTER OF AGREEMENT #3 - Step Slide**

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

AFSCME represented employees hired between July 1, 2009 and June 30, 2010 received a step increase on their eligibility date after August 30, 2010, while those hired previously who were on the first step (1<sup>st</sup>) step in their respective salary scale on June 30, 2009 did not receive the corresponding step increase in the same biennium. In effect, employees with less seniority are paid one (1) step higher than their more senior co-workers. In order to rectify the 'step slide' that happened during 2009, the affected employees will receive a one (1) step increase effective July 1, 2013 without a change in their current salary eligibility date provided the following conditions apply:

- The employee has continuously been a member of an AFSCME bargaining unit from July 1, 2009 through implementation of the 2013-2015 AFSCME local table agreements.
- The employee has received no 'make up' step or received an extra meritorious step increase since July 1, 2009.

### **LETTER OF AGREEMENT #4 - PEBB Member Advisory Committee**

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

The Employer and Union share a commitment to PEBB achieving its vision of better health, better care and affordable costs. Both Parties recognize that the structure of PEBB is authorized in Oregon Revised Statutes, and is also designed to provide the input and perspective of members in PEBB decisions. In addition, the Employer and Union representatives share governance and decision making within the authorized structure of PEBB. The Employer and the Union share an interest in further informing the PEBB decision making process through an additional layer of direct member engagement in health and wellness.

Therefore, the Parties agree to the following:

1. PEBB is directed to create and staff a PEBB Member Advisory Committee (PMAC).
2. The PMAC will be comprised of PEBB members, including both management and labor, with up to four (4) members appointed by AFSCME. Appointment to the PMAC will be for a two (2) year period. Management will select the one management co-chair and Labor will select their co-chair.
3. The PMAC will meet at least once per calendar quarter.
4. The PMAC will provide advice on:
  - a. Member engagement
  - b. Health and Welfare strategies including the Health Engagement Model
  - c. Educating and engaging members as active leaders in their health.
5. PEBB is required to present updates to the PMAC about the progress towards its vision of better health, better care and affordable costs.

6. Participants on the committee will be on paid status and shall be reimbursed as per state travel policy. Agencies will not incur any overtime liability as a result of committee meetings or travel.

This Agreement will sunset on June 30, 2015.

### **LETTER OF AGREEMENT #5 – Pay/Benefits Market Study**

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

1. The Employer will conduct/update the market study for the classifications listed below and provide the results to the Union no later than November 1 of the year preceding the expiration of this Agreement.
2. The Employer and Union will negotiate salary ranges and implementation procedures during the 2013-2015 successor negotiations. If the Employer does not conduct/update the market study for the classifications listed below, then during the 2013-2015 successor negotiations, all of the below classifications will be moved from their current salary range to a salary range two (2) ranges higher.
3. The following classifications shall be reviewed:

Office Assistant 1	Information System Specialist 1-8
Office Assistant 2	Public Service Representative 1
Office Specialist 1	Public Service Representative 2
Office Specialist 2	Public Service Representative 3
Administrative Specialist 1	Public Service Representative 4
Administrative Specialist 2	Office Coordinator
Executive Support Specialist 1	Program Analyst 1
Executive Support Specialist 2	Program Analyst 2
Compliance Specialist 1	Program Analyst 3
Compliance Specialist 2	Program Analyst 4
Compliance Specialist 3	





2013-2015 Signature Page

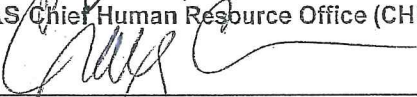
Signed this 13<sup>th</sup> day of August, 2013, at Salem, Oregon.





FOR THE  
STATE OF  
OREGON


  
Michael Jordan, Director  
Department of Administrative Services (DAS)

  
Clyde Sakai, Chief HR Officer  
DAS Chief Human Resource Office (CHRO)

  
Craig Cowan, DAS Labor Relations Manager

  
Pam Murdock, DOC Labor Relations

  
Maureen Robb, DOC Linn County Manager

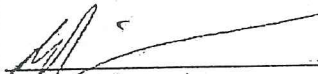
  
Jeremiah Stromberg, Director Community  
Correction


  
Pam Nass, DOC HR Manager

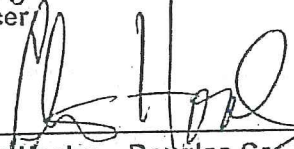
  
Allen Boice, DOC Douglas County Manager

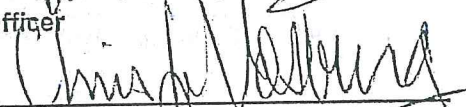


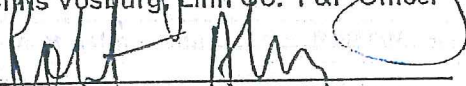
FOR THE AMERICAN  
FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES

  
Randy Ridderbusch, AFSCME Council  
75

  
Jennifer Cameron, Linn Co. P&P  
Officer

  
Chris Hooley, Douglas Co. P&P  
Officer

  
Chris Voshurg, Linn Co. P&P Officer

  
Robert Ashby, Douglas Co. P&P  
Officer

  
Neil Daniels, Douglas Co. P&P Officer