

2009-2011



COLLECTIVE
BARGAINING
AGREEMENT

Between

THE STATE OF OREGON
DEPARTMENT OF ADMINISTRATIVE SERVICES

on behalf of

THE DEPARTMENT OF CORRECTIONS
SECURITY EMPLOYEES

and the

AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES

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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 Agency and the Employer and all designated representatives of the Union, Agency and the Employer.

Section 2.

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

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

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

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 51, Grievance and Arbitration.

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

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

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

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

ARTICLE 2 - TERM OF AGREEMENT

Section 1.

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

Section 2.

The Union will notify the Agency of its selected representatives by December 15, 2010. The bargaining team shall consist of one (1) member from each local covered by the terms of this Agreement. The Union may utilize up to one hundred (100) hours leave with pay per designated bargaining team representative for the purpose of actual negotiations. The one hundred (100) hours may be increased by mutual agreement of the employer and union.

Section 3.

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

ARTICLE 3 - UNION SECURITY

Section 1. New Employees.

The 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, to speak to new employees about the Union's exclusive recognition, its benefits, and services available to the membership. This time will not be used for discussion of labor-management disputes.

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

Section 2. Union Access.

Accredited representatives of the Local, Council 75, or International American Federation of State, County and Municipal Employees, AFL-CIO, upon proper introduction and notice, shall have reasonable access to the premises of the 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. With prior approval by management, stewards shall have authority to investigate and resolve grievances, alleged violations of the agreement before a written grievance is filed (Step 1 of the grievance process), and to distribute Union informational material provided that such activity does not interfere with the regular work routine. The investigation and processing of employee grievances and reasonable time to investigate alleged violations of the agreement before a grievance is filed will be permitted during working hours without loss of compensation. If the permitted activities would interfere with either the Steward's or the grievant's duties, management shall, within the next working day, arrange a mutually satisfactory time for the requested activities. Time spent in grievance activities without the proper notification and release by an appropriate supervisor involved will be considered unauthorized leave without pay for both the Steward and the grievant. An employee may request and have present a Shop Steward or Union Representative at any formal discussion on disciplinary actions, or grievance proceedings, or any other matter that might adversely and substantially affect their future employment, pay, or chances for promotion.

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

Section 5. Union Business Leave.

Union Business Leave does not constitute a break in service.

AFSCME shall indemnify and hold the State 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 receipt of specific billing, reimburse the Agency for payment of appropriate salary, benefits, paid leave time, pension, and all other employer-related costs.

a. Short Term

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

Not to exceed a maximum of four (4) employees at any one time, selected by the Union to conduct Union business that takes them away from their employment may, at the employee's option, be granted leave without pay or leave with pay reimbursed by AFSCME Council 75, to the Agency upon receipt of specific billings. Short term leave shall not 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, within thirty (30) days of receipt of billing, the Agency 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. During January of each year, the Agency will provide the Union a report showing the total number of current bargaining unit employees by gender, age and race.

ARTICLE 4 - UNION/MANAGEMENT MEETINGS

Section 1. Purpose.

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

Section 2. Meetings.

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

Section 3. Scope of Authority.

Meetings will be held for purpose of discussion only. This committee will not enter into a binding agreement of any sort. 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

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

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

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

ARTICLE 6 - EFFECT OF LAWS AND RULES

Section 1.

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

Section 2. Liability in Civil Suits.

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

ARTICLE 7 - SEPARABILITY OF PROVISIONS

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

ARTICLE 9 - EQUAL OPPORTUNITY

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. If such a

grievance is not satisfactorily resolved within thirty (30) days of its submission, it may be submitted to the Bureau of Labor and Industries for resolution.

Section 3.

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

Section 4.

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

Section 5.

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

ARTICLE 10 - MANAGEMENT RIGHTS

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

ARTICLE 11 - CONTRACTING OUT

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.

ARTICLE 12 - INSURANCE

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

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

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

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

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

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

ARTICLE 13 - SALARY AND WAGES

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

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

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

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

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

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

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

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

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

Section 4. Salary Adjustments.

Section 5. 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. 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) 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 base 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 monthly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves Agency service before the Agency fully recovers the overpayment, the remaining amount may be deducted from the employee's final check(s).

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 a 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 the employee does not receive the wages or benefits to which the record/documentation has for all times indicated the employer agreed the employee was entitled, the Agency shall notify the employee in writing of the underpayment. This notification will include information showing that an underpayment exists and the amount of wages and/or benefits to be repaid. The Agency shall correct any such underpayment made within a maximum period of two (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 14 - SALARY ADMINISTRATION

Section 1.

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

Section 2.

Any employee requiring an emergency draw shall be authorized once 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 date of hire. However, 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 promotions, demotions, reemployments, reclassifications or leaves without pay in excess of thirty (30) days except those leaves protected by federal or state law (FMLA, military, workers compensation).

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

Section 4. Salary on Promotion.

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

Section 5. Salary on Demotion.

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

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

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

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

Section 6. Effect of Break in Service.

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

a. Return from Layoff List. When a former employee who was laid off is recalled, the employee will be paid at the step they were at the time of layoff. Employee's previous salary eligibility date adjusted by the amount of break in service shall be restored.

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

ARTICLE 15 - 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.

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

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

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

Section 3. Shift Change Penalty.

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

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

Section 4.

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

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

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

Section 5. Exemptions from Overtime.

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

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

Section 6.

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

Section 7.

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

Section 8.

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

Section 9. Distribution of Voluntary Overtime.

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

ARTICLE 16 - DIFFERENTIALS

Section 1. Shift Differentials.

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

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

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

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

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

Section 3. Institution Staff Deployment (ISD) Differential.

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

Section 4. Bilingual Pay.

An employee shall receive a five percent (5%) differential paid for being officially assigned in writing by Agency management to read, speak, translate and interpret to and from another language to English. Effective six (6) months from the date this agreement is signed, employees officially assigned in writing will be required to pass a standardized test to become eligible for this differential.

Section 5. 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).

Section 6. TERT / Crisis Negotiation Differential

Effective on the first of the month following signing of the agreement, members of the TERT Team shall have a premium of four percent (4%) per month added to their base wages. Staff assigned as Crisis Negotiators will be eligible for the TERT/CNT Team four-percent (4%) premium differential.

Section 7. Field Training Officer Differential

- a. An employee who has been assigned in writing by the Institution and possesses a DPSST certification to perform the authorized, official duties of Field Training Officer shall be eligible for the differential stated in Section 7(b).
- b. An eligible employee shall receive four percent (4%) above the employee's base salary rate.
- c. This differential shall become effective on the first of the month following the date this agreement is signed.

ARTICLE 17 - CALL-BACK TIME

Section 1.

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

Section 2.

This provision will not apply when call back results from employee oversight, i.e., taking home necessary keys, equipment necessary at the Institution, 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.

ARTICLE 18 - REPORTING PAY

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

ARTICLE 19 - ON-CALL

Section 1.

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

Section 2.

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

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

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

Section 3.

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

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

ARTICLE 20 - 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 forty (40) consecutive straight time hours, 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 one (1) step increase, or the first step of the higher range, whichever is greater.

Section 2.

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

Section 3.

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

Section 4.

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

ARTICLE 21 - LEADWORK DIFFERENTIAL

Section 1.

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

ARTICLE 22 - TRAVEL AND MOVING EXPENSE

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 23 - EMERGENCIES

Section 1.

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

Section 2.

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

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

ARTICLE 24 – USE OF ALCOHOL AND DRUGS

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 25 - WORKING CONDITIONS

Section 1. Work Week.

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

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

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

Section 2. Working Hours.

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

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

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

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

Section 3. Meal Periods at Institutions.

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

b. **Overtime.** A reasonable meal period shall be allowed at the conclusion of a regular shift when a security employee works overtime shifts of at least four (4) hours beyond the employee's regular shift. The Agency shall furnish the meal, and the time shall count as time worked. If an employee is called back to work a full four (4)-hour overtime shift with less than two (2) hours notice, the employee's meal will be furnished by the Agency.

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

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

Section 4. Clean-Up Time in Institution.

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

Section 5. Vacation Relief.

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

Section 6. Security Briefings.

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

Section 7. Time Trades.

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

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

Time trade requests may not be changed unless agreed to by the parties through submission of a new request.

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

All time trades shall be completed within a ninety (90) day time period.

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

Assistant Superintendent of Security or designee, may reduce the minimum notification deadline or extend the completion period at their discretion and with the agreement of the affected employee.

Section 8. Seniority.

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

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

b. Seniority for bargaining unit employees who experience breaks in service shall be calculated as follows:

Bargaining unit members who leave the bargaining unit and then return, shall be credited with their previous AFSCME bargaining unit seniority in classification upon their return (Subject to the provisions listed below).

- i. Employees who leave Agency service and return within one hundred eighty (180) days, shall be credited with their previous AFSCME in class seniority upon their return or within two (2) years if the separation was a result of lay off.
- ii. Employees who leave Agency service, for a period longer than one hundred eighty (180) days for any reason other than lay off then return, shall lose all seniority for the purpose of bidding.
- iii. Employees who transfer within classification between AFSCME represented bargaining units, shall maintain their classification seniority.
- iv. Employees who promote or demote into represented classifications within the Agency and then return to a previously held classification shall have their previous AFSCME in classification seniority reinstated.
- v. Employees who promote into management classifications within the Agency and then return within five (5) years to a previously held classification shall have their previous AFSCME in classification seniority reinstated. Employees who remain in a management classification more than five (5) years shall lose all previously earned AFSCME in classification time.

c. Institution Specific Bidding Seniority will be determined as follows, except where there is a conflict between Section C and a local Article 25 provision, this section shall prevail.

- i. New Hires – Newly hired employees with the same date of hire will have their seniority determined by lottery drawing with a Union representative present.
- ii. Transfers – When a staff member transfers within the AFSCME Security represented bargaining unit with the same AFSCME classification seniority date of hire as an existing staff member, the existing staff member shall be granted the higher seniority within the classification. On occasions when an employee returns to an institution they were previously employed, they shall be returned to seniority placement originally obtained through lottery bid for employees hired or promoted on the same date providing the AFSCME in classification time remains the same.
- iii. Promotional Hires – When newly promoted staff have the same promotional hire date their seniority will be first determined by total bargaining unit seniority. If bargaining unit seniority is equal, total Agency time in the security series will be utilized to determine the higher seniority. If seniority would still be the same, seniority will be determined by lottery drawing with a union representative present.
- d. Administration of Lists
 - a. Six weeks before a Post or Shift and Days off bid at an institution, the ISDS coordinator will post the current job bidding seniority list.
 - b. If an employee disputes their seniority date, they shall submit the issue in writing to the local institution HR Manager within ten (10) calendar days of the date they became aware of the matter. The HR Manager will forward a copy to the area Council Representative. Disputes regarding an employee’s seniority date shall be resolved through a three (3) person local institution panel. This panel will be composed of two (2) union appointed employees and one (1) employee from Agency management. The Local ISDS Coordinator, AFSCME Council 75 representative and one (1) Central Administration person shall serve as resources to the panel. This panel shall review data provided by the Agency on dates and status changes in the system and information provided by the employee to ensure that it conforms to the definition of seniority in this Article and consistent application statewide. Any disputes shall be resolved within twenty (20) calendar days after the date an issue has been raised. Any decisions will be final and binding on both parties.
 - c. Disputes regarding the computation or adjustment of seniority dates under this process shall not be subject to the grievance procedure.

Section 9. Shift Bidding Procedures by Functional Unit.

TRANSPORT UNIT

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

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

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

A. General Operational Process

- 1. This ISDS Coordinator will develop and maintain a list for the purpose of selecting and assigning staff to cover hospital watches.

2. The area of responsibility for the Salem office will be Salem and Portland Metro area hospitals. The area of responsibility for the Umatilla Office will be Hermiston, Umatilla, Pendleton and Southeast Washington. The area of responsibility for the Ontario Transport Office will be Ontario and Southwest Idaho.

B. Salem Office Operation Process

1. Monday-Friday (dayshifts): Transport will fill and straight time hospital watch positions that are still open and in need of staffing.
2. AFSCME staff on hospital watch will provide updates to the institution OIC on the disposition of the inmate and potential release time. The institution OIC will be responsible for any coordination necessary between these facilities that may result from these updates.
3. If there is need for a specialized vehicle, Transport will be notified and the Transport OIC will coordinate with the institution OIC.
4. If overtime becomes necessary, it will be allocated to staff from where the inmate last housed after all straight time hospital watch positions at both facilities have been utilized.
5. If mandated overtime is needed, the mandated overtime will be the responsibility of the facility from where the inmate was last housed.

Coffee Creek Correctional Facility

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

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

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

1. Lateral Transfer – All employees that laterally transfer to CCCF from another State agency will have their seniority determined in accordance with Article 25, Section 8 of the 2009-2011 collective bargaining agreement. When an employee transfers into CCCF with the same hire date as an existing staff member, the existing staff member shall be granted the higher seniority within the classification.
2. New Hires – All employees with the same hire date, will have their seniority determined by lottery with a labor representative present (i.e., individual employees from each affected new hire grouping will draw a number).
3. Promotional Hires – All employees with the same hire date will have their seniority determined by their total Agency security service. (Agency non-security time will not count toward seniority for the purpose of bidding shift and days off.)
4. Upon completion of the three (3) prior elements, the Agency agrees to provide the Union with a seniority list. The Agency agrees to update this information as necessary to include new transfers, hires and promotions.
5. The Tool and Key Control Sergeant is designated as an exempt post. No employee may fill that assignment for more than two (2) consecutive years. To fill/backfill this post, Management will seek memos from interested sergeants and an interview process will be conducted by a labor/management team. The sergeant backfilling this post will train with the current Tool and Key Control Sergeant as staffing allows and will become the new Tool and Key Control Sergeant when the current individual's assignment is concluded.
6. The Group Living Officer is designated as an exempt post. To fill/backfill this post, Management will seek memos from interested officers and make a selection. The

selected officer will fill the post for one (1) year. At least thirty (30) days prior to the end of that year, Management will again seek memos of interest for the position. If there are no memos of interest submitted by other officers, the current Group Living Officer may remain in that post for another year.

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

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

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

Distribution of Voluntary and Mandatory Overtime

1. The Bucket – Overtime will first be offered to the first three (3) employees at the top of the bucket list, in order of one (1) to three (3). The bucket will be set up in reverse seniority order. Once an employee has been mandatoried for overtime, he or she has fulfilled their bucket obligation and his or her name will be moved to the bottom of the bucket list regardless of the amount of time worked prior to being relieved. In the event that an individual is mandatoried and is able to find another employee to work the entire overtime shift, the mandatoried employee will be moved to the bottom of the bucket list. Employees on the bucket list who volunteer to work on overtime shift in order to remove their name from the bucket list must work a minimum 3.5 hours to have their name removed. Employee who volunteer to work an overtime shift in order to meet their bucket obligation may not volunteer prior to the official activation of the bucket list at the start of each shift (i.e. you may not volunteer 24 hours in advance of the bucket list being activated and ask that your bucket obligation be met). Employees returning to work after an approved vacation or approved trades in conjunction with their vacation will not be in the bucket on their Monday.
2. Voluntary Overtime – If the first three (3) employees in the bucket do not want the overtime, the OIC will activate the voluntary overtime list and attempt to fill the vacant post from the list, in seniority order. The vacant post will be filled based on the classification normally required to fill that post. Once the OIC has exhausted the voluntary overtime list for a specified classification needed for a vacant post, Management has the right to go up or down one classification in order to fill the post. Management maintains the right to manipulate the daily rosters.
3. If activation of the voluntary overtime list fails to produce a relief for the vacant post, the OIC will notify all staff on duty that overtime is available via a radio call.
4. If the voluntary overtime list and the radio call fail to produce relief for the vacant post, the OIC will go to the top name on the bucket list and it will be mandatory for that employee to cover the vacant post.
5. Mandatory overtime will not be required on the employee's Friday. An employee's Friday includes the employee's regularly scheduled Friday, or the day prior to an approved absence, such as a trade, scheduled sick day or scheduled vacation.
6. Hiring of overtime for open/vacated posts can be done up to 24 hours in advance of the shift at the OIC's discretion. Employees on the bucket list will not bump staff who have already accepted an open overtime post.
7. The employee who has been bucketed is allowed to split the overtime. If the bucketed employee chooses to split overtime it is the employee's responsibility to find another person to split it with and the bucketed employee is responsible for coverage of the complete shift (i.e. if the staff with whom the overtime is split does not come in, the bucketed staff person needs to finish the shift themselves or find someone else to come in).

8. If the need for overtime no longer exists, the order in which employees are sent home will be in the reverse order in which the overtime was hired (i.e. bucketed employees, then voluntary overtime employees in order of last hired, first sent home).
9. Employees working in the 5% Flex Sergeant and Corporal assignments will not be included in the bucket.

Trades

The following practices are identified regarding time trades:

1. Time trade request will be in writing and signed by the affected employees and shall contain specific dates of the trade. Supervisors shall not withhold approval of time trades without valid cause.
2. Time trade requests may not be changed unless mutually agreed to by the parties through submission of a new request or cancellation of the original request.
3. All time trades must be completed within the shift/days off bid in which they are initiated.
4. The Assistant Superintendent of Security or designee may extend the completion period at their discretion and with the agreement of the affected employee(s).

Columbia River Correctional Institution

a. Bidding Process. Employees who have completed initial trial service may bid shifts and days off in order of seniority as defined in Section 8 of this Article. Employees whose trail service will be completed prior to the effective date of the shift and days off change (first Sunday of April and October) shall be allowed to participate in the shift and days off bidding process. Employees who fail to successfully bid, or who do not apply or bid, will be assigned at the discretion of the institution's management.

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

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

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

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

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

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

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

Deer Ridge Correctional Institution

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

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

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

1. Lateral Transfers are calculated according to Article 25 Section 8 and credited with AFSCME Security bargaining unit time in class for the purposes of their seniority placement..
2. Employees with time in class with AOCE Security shall not be granted such time for the purposes of their seniority in accordance with Article 25 Section 8 but will be placed ahead of new hires hired on the same date without any ODOC experience..
3. Promotional Hires will have seniority determined first by effective date of promotion. If groups of employees are promoted on the same date, the initial tie breaker will be total AFSCME Security bargaining unit time. If that does not resolve the tie, then those employees' seniority will be determined by a one time lottery drawing (i.e., individual employees from each affected new hire grouping will draw a number).
4. New employees hired on the same date will have their seniority determined by a one time lottery drawing.
5. When an employee transfers into DRCI with the same AFSCME Classification seniority as a current DRCI employee, the current DRCI employee shall be granted the higher seniority.
6. The Tool and Key Control Sergeant shall be designated as an exempt post. No employee may fill that assignment for more than two (2) consecutive years without a six month break between assignments.

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

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

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

Eastern Oregon Correctional Institution

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

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

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

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

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

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

e. Should the institution wish to remove a security post from the bid list or wish to establish a post outside the bid list, notice will be given to the Union. If the Union believes the specified removal 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 the Institution meet to discuss the issue. Failure to reach agreement on the disputed post shall allow the Union to proceed to arbitration under the provisions of Article 1, Section 5. Timelines established in Article 1, Section 5 shall apply to meetings and appeals under this section.

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

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

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

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

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

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

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

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

OSP Minimum Facility

1. Bidding Procedure.

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

Bids will be for posts, shifts and days off. Bidding will occur every six (6) months, becoming effective with the first Sunday of April and October. The Facility Manager shall post work schedules forty-five (45) calendar days before the rotation date. Bidding will commence in order of seniority by appointment approximately thirty (30) calendar days prior to rotation date. Staff may bid in person, by

telephone, or they may submit up to three (3) bids in order of preference in writing. The new schedule will be posted no less than seven (7) calendar days prior to the rotation date. Facility Management may make specific daily assignment changes base upon operational needs and may remove or deny an employee from a bid for valid cause.

The following posts are exempted from job bidding:

- Tool and Key
- Up to three (3) shift and day off assignments may be designated on each bid cycle for training.
- At the time the bid schedule is posted, management will give notice of exempt and training post selection and assignments.

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

3. Scheduled and Unscheduled Overtime

a. When management determines that overtime is needed, the OIC will offer the overtime to the first two people on the bucket list with the number one person on the bucket list having first choice. If neither employee chooses to accept the OIC will attempt to contact employees on the voluntary overtime call list beginning with the most senior staff person on the list. For the purpose of overtime, Sergeants, Corporals, and Correctional Officers shall be considered on classification and can work any post.

b. One attempt per employee will be made utilizing the contact phone number(s) until an employee accepts the voluntary overtime assignment.

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

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

e. Once the voluntary overtime call list has been exhausted and the overtime assignment has not been filled, the OIC will notify staff on duty via the institutional radio system that there is overtime available. If there are interested parties, the overtime will be issued to the first staff member to respond to the OIC's request. If there are no interested parties on shift, then the OIC will notify the designated bucket person on the shift prior to the overtime assignment that he/she will be required to work a mandatory overtime assignment.

f. In the event a vacancy is not known until the end of a shift and time does not permit the initiation of the Voluntary Overtime List prior to the end of the shift, the bucket employee will be required to remain on duty until such time the voluntary overtime distribution process may be completed if time allows for the OIC.

g. The completed Voluntary Overtime Call List Log shall be attached to the Security Series Attendance Roster and maintained in accordance with the Department's rotation schedule.

4. Mandatory Overtime List (the Bucket):

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

b. The order of the names of the employees on the bucket list will be organized by date of last worked overtime. Whoever has not worked OT in the longest time will be listed first.

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

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

e. The OIC will notify the employee's designated as the number one and number two bucket employee at the beginning of their shift.

f. OIC's will log and complete the Mandatory Overtime List when the Employee has worked one (1) hour or more of mandatory overtime or three (3) hours or more of voluntary overtime. Any employee that has worked the one (1) hour or more of mandatory or three (3) hours or more of voluntary will be moved to the bottom on the mandatory list.

5. Voluntary overtime call list.

a. Voluntary overtime will be assigned based upon seniority. The voluntary overtime list will be put out for employees to sign up on the first Tuesday of every month at the beginning of second shift. It will be placed in the OTC's office for three days and then posted. A copy will be maintained in the ISDS office, the Union president and the officer-in-charge. Staff have to sign up physically themselves. At no time will other staff be allowed to sign up other staff on the list. Employees may delete their names from the voluntary overtime list at anytime. The employee will be required to notify the OIC in writing when withdrawing their name from the voluntary overtime list. Employees on the Voluntary overtime call list will be listed in DOC seniority order with the most senior person being listed first.

b. Employees may provide the employer with no more than two (2) accurate contract phone numbers. The employee will provide the contact phone numbers. The employee will provide the contact numbers to the OIC in writing. Each phone number listed for the employee will be attempted before continuing down the overtime list. A message may be left, but the OIC will continue calling staff for the overtime assignment.

Powder River Correctional Facility

a. Work Schedule Bidding.

1. Employees may submit their bid for a shift and days off work schedule following the posting of the work schedule by the Agency. The Agency will post the work schedule for bidding twenty-five (25) calendar days prior to the rotation date. Following the posting of the work schedule for each bid rotation period, the process for bidding will commence on the Monday following the posting as specified in this Article. The Agency will post a list of times and dates for each staff member to bid. The new work schedule for each bid period shall be posted no less than seven (7) calendar days prior to the rotation date. Employees will submit their bid to the Institution Staff Deployment Coordinator (ISDC) or designee in seniority order each fifteen (15) minutes until all employees have the opportunity to bid. Employees may submit their bid for a shift and days off work schedule prior to their scheduled time, however, once submitted their bid will be noted as received and will not be changed. The parties shall meet to review the mechanics of the bidding procedure.

2. Bids will address start and stop times for all shifts and days off work schedules. Employees shall submit a bid for one shift and days off work schedule the employee is eligible to bid. Employees may bid in person, by telephone, or by proxy. Employees shall secure a shift and days off work schedule in order of seniority as defined in Section 8 of this Article along with the exceptions as noted in subsection b of this Article. All work schedules will be interrupted only by rest periods as defined in Article 25-Section 2b.

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

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

b. Inmate Work Crew Supervisors.

1. Employees assigned as full time inmate work crew supervisors may volunteer to alternate between the following work schedules: a five (5) shifts of eight (8) hours and two (2) consecutive days off within each workweek and a four (4) shifts of ten (10) hours and three (3) consecutive days off within each work week.

2. Employees assigned as full time inmate work crew supervisors may volunteer to flex their bid work schedule. A flex work schedule for the purpose of this section is defined as follows: "A flex schedule for a full time inmate work crew supervisor is a schedule which may vary the number

of hours worked on a daily basis, but do not exceed ten (10) hours per day and do not exceed forty (40) hours in the employee's work week."

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

c. Breaking Ties in Seniority.

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

1. New Hires - Newly hired employees with the same date of hire shall have their seniority established by a one-time lottery drawing (i.e., draw a number from a hat) with a local union officer present.

2. Transfers – When an employee transfers into PRCF with the same date of hire as a current PRCF employee, the current PRCF employee shall be granted the higher seniority within the classification.

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

d. Security of Personal Property.

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

Distribution of Voluntary and Mandatory Overtime:

1. Scheduled and Unscheduled Overtime:

a. When it is determined that overtime is needed the Officer in Charge (OIC) will attempt to contact employees on the appropriate Voluntary Overtime Call List beginning with the next employee below the last employee contacted and worked the previous overtime opportunity.

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

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

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

e. Employees who accept an overtime assignment may contact other employees to cover any portion or all of the overtime assignment.

f. Once the Voluntary Overtime Call List has been exhausted and the overtime assignment has not been filled, the OIC will notify the designated bucket person on the shift prior to the overtime assignment that he/she will be required to work a mandatory overtime assignment.

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

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

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

2. Mandatory Overtime List (The Bucket):

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

b. The OIC will notify the employee designated as the bucket employee being on shift/duty.

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

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

3. Voluntary Overtime Call List

a. Employees may add or delete their names from the identified Voluntary Overtime Call List at anytime. The employee will be required to make such notifications in writing to the OIC.

b. The employer shall maintain three (3) voluntary overtime call lists, one for each shift.

c. The Voluntary Overtime Call List will be updated each Shift and Days Off Rotation Period. Employees shall be required to notify the employer as to which overtime list(s) they wish to have their name added to in writing.

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

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

4. Definitions.

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

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

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

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

Santiam Correctional Institution

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

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

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

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

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

Overtime Assignment

a. Employees are encouraged to sign up for voluntary overtime in advance of its occurrence to facilitate planning. The Agency will maintain voluntary overtime lists upon which employees may designate their eligibility in writing. Thirty days of overtime list will be made available to employees at muster for each shift and then in the Lieutenant's office. Employees will indicate if they are available to volunteer for overtime during the period(s) covered by the voluntary overtime list(s). Employees may also indicate which days and shifts they will be available to work during the period(s) covered by the voluntary overtime list(s). The Agency may begin assigning people from the

voluntary list two (2) workdays prior to the shift being assigned. Employees may continue to sign up for overtime after this time, but may not displace an assignment once it is made. If the Agency determines there is a need for overtime less than twelve (12) hours in advance of the overtime opportunity, the overtime will be first offered to the employee who is on duty and whose assignment will be vacant at the conclusion of the shift. If that employee is not interested in the overtime, or if there is a valid reason for denial of the opportunity to that employee, then the Agency will make the overtime opportunity available to other post qualified employees who signed the voluntary overtime list, at the time the overtime is being assigned, beginning with those in the same classification by seniority, and then in seniority order to others on the voluntary overtime list who are outside the classification but are qualified to do the work. For the purpose of the sentence Correctional Officer overtime will be offered first to Correctional Officers, and if no volunteers then to Corporals and if no volunteers then to Sergeants; Corporal overtime first to Corporals and if no volunteers then to Correctional Officers, and if no volunteers then to Sergeants; Sergeant overtime first to Sergeants, and if not volunteers then to Corporals, and if no volunteers then to Correctional Officers.

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

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

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

e. A list of staff that may be willing to work a split shift in the event another staff member is held for mandatory overtime shall be established. This will be an ongoing list and need not be signed everyday. The list will be kept on the end of the voluntary overtime board. It will be the responsibility of the staff wishing to split a shift to add or remove their name to the list. When they sign the list they will indicate the half shift(s) they are willing to work. When a staff member is held for mandatory overtime, they can, at their choice ask the OIC for the names of the staff on the voluntary overtime split list. It is then their responsibility to contact the control center at an appropriate time and have them contact the employee. Control center will then forward the call to the on duty staff. If a staff member is found for the split the OIC will be notified immediately and he or she will make the change to the roster. If the second staff member does not report for the part of the shift they are to work, the staff member on mandatory overtime will be required to finish the shift.

Shutter Creek Correctional Institution

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

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

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

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

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

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

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

h. The Employer agrees that as long as final ERB order on Remand for UP-33-03 issued July 23, 2009 is settled case law, the Employer will bargain, upon demand, changes to eight (8) or ten (10) hour start/stop times for shifts.

Snake River Correctional Institution

Section 1.

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

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

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

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

Section 2. Critical Incident Trauma Management Assignments.

If an assignment becomes available, the institution will be post the opportunity for no less than five (5) calendar days. The agency will determine the method of selection and determine the individuals to fill the assignment.

Section 3. Fire Crew Assignments.

a. Crew members assigned during the prior fire season will be assigned to work a subsequent new fire season except when: 1) staffing requirements are substantially different from the prior fire season; 2) budgeted funds are not available; 3) the employee separates from the SRCI Security local or Agency service; 4) where the employee has identified performance deficiencies/misconduct; 5) the employee chooses not to work the fire assignment; 6) the employee is unable to carry out assigned responsibility due to an injury; 7) employees returning from approved leaves (Military/FMLA/OFLA) will be reviewed on a case-by-case basis by Management to determine eligibility for the current season. Once these employees are identified to work fire assignments, the parties will determine the distribution of the fire assignments and review the training/testing requirements.

b. Filling vacant positions. If there is a need to assign new or different staff, the Agency will publicize the assignment opportunity for at least ten (10) calendar days. After consulting with the Union, the Agency will determine the examination process to follow and select the employees for the assignments.

Transport

a. Duty Station. The Transport Unit maintains offices throughout the State of Oregon. The employee's assigned office will be determined at the time of hire.

b. Overnight Travel. For the purpose of escorting inmates to and from the state of Oregon the agency will first seek volunteers using the out-of-state list. If no employee volunteers the employee at the top of the out-of-state list will be assigned the trip. Assigned staff may be flexed to accommodate flight schedules.

When assigned duties requiring overnight travel, there will be no out of pocket expenses incurred by employees. Covered expenses will be in accordance with the Department of Administrative Services travel policy and distributed by cash advance. Unforeseen covered expenses will be processed for reimbursement at the completion of the duty assignment.

If return travel plans are delayed due to circumstances beyond the control of the agency, the employee will be considered on-call. There will be an eight (8) hour break between the end of one (1) days and the beginning of the next workday except in emergencies, or unforeseen circumstances. This will be in accordance with the restrictions of Article 19 of this collective bargaining agreement. The employee has the option of receiving compensatory time equal to their regularly scheduled shift in lieu of the on-call pay.

c. Schedule Bidding. Due to variable start times and operational needs of the separate offices, each office retains the right to operate with or without a bid system. Employees assigned to Transportation can bid their regular start time and days off in order of seniority. Seniority, for the purpose of bidding will be calculated by time in classification and with the Department of Corrections. The Agency will post start time and day off schedules thirty (30) calendar days before the rotation date. Employees will have ten (10) working days following the posting of the work schedules to submit their bids. Selections will be submitted in priority order. Employees who do not submit a bid will be assigned by the agency.

Schedule bidding and rotations will occur every six (6) months effective on the first Sunday in July and January.

d. Exempt Posts. The following positions are exempted from bidding and rotation:

- Transfer Coordinator
- ISDS Representative

e. Flexible Work Schedule. Staff may work a flexible work schedule. A flexible work schedule is a work schedule which may vary the start and stop times up to two (2) hours on a daily basis, and four (4) hours for night armed post qualification, but does not exceed the number of total normal duty hours previously scheduled for that day.

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

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

Salem Only:

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

Two Rivers Correctional Institution

Bidding Process. Each security staff member who has completed trial service may bid shifts and days off in order of seniority. Seniority is defined in Section 9 of this Article. Employees who fail

to successfully bid or who do not apply to bid, will be assigned at the discretion of the institution's management.

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

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

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

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

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

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

- Segregation – Indefinite (all shifts and all posts)

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

Warner Creek Correctional Facility

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

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

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

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

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

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

Promotional Hires – When newly promoted employees have the same promotional hire date, their seniority shall be determined by total bargaining unit seniority. If the affected employees have the same promotional hire date and the same total bargaining unit seniority, the employee who will have

higher seniority will be established by lottery drawing (i.e., draw a number from a hat with a local union officer present).

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

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

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

ARTICLE 26 - UNIFORMS AND PROTECTIVE CLOTHING

Section 1. Institutional Uniforms.

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

Section 2. Damage to Personal Clothing.

Employees suffering damage to personal property in the performance of their official duties will be reimbursed as subject to Department of Administrative Services Rules 125-7-101 and any subsequent amendments thereto.

ARTICLE 27 - EMPLOYEE FACILITIES

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

ARTICLE 28 - INCLEMENT CONDITIONS

Section 1.

When, in the judgment of the Agency Head/Functional Unit Manager or designee, weather conditions require the curtailing of institutions 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/Functional Unit Manager or designee may direct employees to remain at home prior to the beginning of the work shift because of inclement weather or hazardous conditions. If announcement is provided by telephone, television, or radio prior to the 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 29 - SAFETY AND HEALTH

Section 1.

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

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 Institution Chief Medical Officer or Public Health Officer in charge, the employee shall be provided immunization against or testing for such communicable disease, without cost to the employee, where immunization will prevent such disease from occurring. The employee shall be granted required time off with pay for the immunization or testing, at a medical facility of the Agency's choosing.

Section 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 30 – BEREAVEMENT LEAVE

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

ARTICLE 31 - HOLIDAYS

Section 1.

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

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

To be eligible for the holiday pay cited in section 1 (a-j) above, the employee must be on 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 or be in pay status for at least one hundred (100) hours in a month in which a holiday occurs. (Pay status includes but is not limited to regular pay, overtime pay or use of accrued leaves etc.)

Section 2.

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

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

Section 3.

Employees who are required to work on days recognized as holidays which fall within their regular work schedules shall be entitled, in addition to their regular salary, to compensatory time off for

the time worked or to be paid in cash for time worked at the discretion of the Agency. Compensatory time off or cash paid for all time worked shall be at the rate of time and one-half (1-1/2). The additional compensation which an employee shall be paid for working on a holiday shall not exceed the rate of time and one-half (1-1/2) of the employee's straight time pay. Any compensatory time earned may be converted to cash payment by the Agency. Holiday benefits shall be prorated for part-time employees.

Section 4.

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

Section 5.

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

ARTICLE 32 - VACATION LEAVE

Section 1.

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

Section 2.

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

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

An additional eight (8) hours of vacation leave, on July 1 of each year, 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 the additional eight (8) hours of vacation 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 for purposes of earning vacation credit.

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

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.

a. 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.

b. Vacation bidding seniority shall be defined as state service except time spent as a temporary employee. Seniority shall begin on the employee's date of initial hire into state employment. A break in service is a separation from state service that shall be limited to dismissal, retirement or resignation.

Section 9.

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

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. If the Agency is unable to grant an employee's specific vacation time off request, the Agency may schedule the employee through mutual agreement who has accrued between two hundred and sixty (260) hours and three hundred (300) hours to take or make cash payment in lieu of scheduling not to exceed forty (40) hours.

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

Section 11.

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

Section 12.

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

Section 13. 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.

Section 14. Annual Vacation Bidding.

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

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

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

ARTICLE 33 - SICK LEAVE WITH PAY

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

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

privileges. The Agency may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the Agency has reason to believe that the employee's return to work would be a health hazard to either the employee or to others. Any cost associated with the supplying of a certificate concerning a job-incurred injury or illness that is not covered by Workers' Compensation benefits shall be borne by the Agency.

Section 7.

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

Section 8.

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

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

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

1. Continue vacation and sick leave accrual while on time loss. Accrued vacation leave shall not exceed three hundred twenty (320) hours.

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

Section 9. Hardship Leave.

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

- a. The donor must be a regular 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 in amounts of no less than two (2) hours. Donations shall be used to reimburse the Agency for such costs as are incurred for insurance contributions, unless health insurance contributions are mandated under the Family Medical Leave Act (FMLA). In FMLA situations, the Agency will continue to pay for 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.

Section 10.

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

ARTICLE 34 - SICK LEAVE WITHOUT PAY

Section 1.

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

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

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

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

Section 2.

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

ARTICLE 35 - FAMILY LEAVE

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

ARTICLE 36 - LEAVES WITH PAY

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

a. Service with a jury.

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

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

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

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

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

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

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

d. Other authorized duties in connection with State business.

e. An employee who has been employed in State service for six (6) months or more, and who is a member of the National Guard or any reserve components of the armed forces of the United States, is entitled to leave of absence from the employee's duties for a period not to exceed fifteen (15) calendar days or eleven (11) working days in any federal fiscal year (October through September).

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

g. Leave with pay for job interviewing and testing for employment opportunities in state government may be arranged by the Appointing Authority, who will determine the amount of time that is appropriate.

ARTICLE 37 - LEAVE OF ABSENCE WITHOUT PAY

Section 1.

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

Section 2.

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

Section 3.

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

Section 4. Military Leave.

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

ARTICLE 38 - PRE-RETIREMENT COUNSELING LEAVE

At any time after reaching forty-five (45) years of age 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 39 - ELECTION DAYS

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

ARTICLE 40 - PROMOTIONS/ADVANCEMENT

Section 1.

The Agency intends to ensure, subject to the requirements of Affirmative Action and Equal Employment Opportunity, that employees may apply and be considered for all vacancies the Agency intends to fill permanently utilizing the open-competitive process. The Agency will determine the method of selection and determine the individuals to fill a vacancy.

Section 2.

Employees are responsible for preparation for advancement and qualification for promotion within the Agency.

Section 3.

Employees will be notified of vacancies the Agency intends to fill using the open-competitive process by posting a list of such vacancies on electronic bulletin boards in the Agency public folders. Postings will be for a minimum of five (5) calendar days in order to give employees an opportunity to apply for the vacant positions.

ARTICLE 41 - TRIAL SERVICE

Section 1.

Each employee appointed to a position in the bargaining unit by initial appointment to the Agency or promotion shall, with each appointment, work the equivalent of twelve (12) full calendar months before achieving regular status. The time period, known as initial trial service, is an extension of the hiring process. An employee who has been on cumulative leave without pay for fifteen (15) days or more during initial trial service, or who has used donated hardship leave during initial trial service will have the trial service completion date adjusted until the employee has worked an equivalent of twelve (12) full calendar months. The initial trial service completion date will be adjusted only by the number of days the employee was on leave without pay or using donated hardship leave.

Section 2. Promotional Trial Service.

Promotional Trial Service shall not exceed the equivalent of six (6) full calendar months after the effective date of the promotion. An employee who is removed from the promotional position during promotional trial service shall be reinstated to the employee's former position providing the employee was on regular status in another position in the AFSCME bargaining unit immediately prior to the appointment and provided the employee has not been charged under ORS 240.555.

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

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.

ARTICLE 42 - TRAINING/EDUCATION

Section 1. Training.

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

Section 2. Developmental Opportunities.

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

Section 3.

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

ARTICLE 43 - JOB SHARING

Section 1.

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

Section 2.

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

Section 3.

Job share employees shall accrue vacation leave, sick leave and holiday pay based on a 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 44 - 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.

Layoff shall be by classification as defined in Section 11. The classification, geographic area, 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, functional unit, and geographic area shall be determined by the lowest service credit.

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

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

Section 4. Service Credit.

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

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. Time with the Board of Parole and the Department of Corrections shall be interchangeable. Time spent by former employees of the EOH&TC who were employed at that facility and transferred to EOCI within six (6) months of EOH&TC's closure, shall count toward the calculation of Department of Corrections seniority in that geographic area only.

Section 5. Options in Lieu of Layoff.

Any employee who is given notice of layoff may file a written request to exercise an option in lieu of layoff with the Appointing Authority within five (5) 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 geographic area in the same classification provided the employee can perform the specific requirements of the position within approximately two (2) weeks.

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

- c. If no such option exists within the functional unit, the employee may elect to displace the least senior undesignated person in the geographic area in a lower classification for which the

employee is qualified, provided the employee can perform the requirements of the position within approximately two (2) weeks.

Section 6.

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

Section 7.

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

Section 8. Layoff List.

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

Section 9.

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

Section 10.

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 11. Geographic Area and Functional Unit.

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

Functional unit is defined as:

Each institution - Eastern Oregon Correctional Institution (EOCI), Oregon State Penitentiary Minimum (OSPM), Santiam Correctional Institution (SCI), Shutter Creek Correctional Institution (SCCI), Snake River Correctional Institution (SRCI), Columbia River Correctional Institution (CRCI), Powder River Correctional Facility (PRCF), Coffee Creek Correctional Facility, Transportation East and Transportation West and Two Rivers Correctional Institution (TRCI), Deer Ridge Correctional Institution (DRCI), and Warner Creek Correctional Facility (WCCF).

Section 12. Temporary Interruption of Employment.

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

Should such a temporary interruption of employment occur, employees so affected will be allowed to use any form of accrued paid leave including vacation, compensatory time off, or personal

leave or will be placed on leave without pay where the affected employee(s) have insufficient compensatory time to cover the period of interruption.

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

ARTICLE 45 - REVIEW OF CLASSIFICATION SERIES

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

ARTICLE 46 - RECLASSIFICATION PROCEDURE

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

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

Any employee who is involuntarily reclassified or any employee whose reclassification request is denied may take the matter up as a grievance under Article 50, Grievance and Arbitration, of this Agreement.

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

Section 9. Reclassification Upward.

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

ARTICLE 47 - EMPLOYEE RIGHTS

Section 1.

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

Section 2.

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

- a. The employee shall not be deprived of any of the employee's constitutional or civil rights guaranteed by the federal and State Constitutions and Laws.
- b. The employee and Council Representative/local union president shall be provided no less than 24-hours advance notice before any Agency investigatory interview. The notice shall include the nature of the complaint or charges before the employee is required to respond to questions where the agency may suspend, reduce pay, or dismiss the employee. This requirement shall not apply when: 1) the employee is under investigation for violations of the Controlled Substances Act, or 2) where the employee is under investigation for violations which are punishable as felonies or misdemeanors under Oregon law, or 3) notification to the employee will jeopardize either the criminal

or administrative investigation, or 4) the parties waive the notice requirements by mutual agreement. Such interview shall normally occur during employee paid time.

c. If the employee is required to respond to a formal complaint or charge, the employee shall have the right to counsel and/or Union representation prior to and/or during the interview.

d. The employee shall not be required to take or be subjected to any lie detector device as a condition of continued employment.

e. Formal complaints or charges made to an employee which are not verified or proven shall not be recorded and placed in the employee's personnel file or used in any subsequent performance evaluation.

f. The employee shall be notified verbally or in writing of the outcome of a formal investigation within fourteen (14) days after the completion of the investigation.

ARTICLE 48 - LIMITED DURATION APPOINTMENT

Section 1.

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

Section 2.

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

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

Section 3.

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

a. That the appointment is of limited duration.

b. That the appointment may cease at any time.

c. That persons who accept a limited duration appointment who were formerly classified State employees, from AFSCME, within the bargaining unit, are entitled to rights under the layoff procedure starting from the prior class within the Agency.

d. That in all other respects, limited duration appointees have all rights and privileges of other classified employees including but not limited to wages, benefits, and Union representation under this Agreement.

ARTICLE 49 - PERSONNEL FILES

Section 1.

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 Employer 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 50 - DISCIPLINE AND DISCHARGE

Section 1.

The principles of progressive discipline shall be used when appropriate.

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

Section 2.

a. Dismissal Appeals. The dismissal (and pre-dismissal suspension without pay) of a regular status employee may be appealed by the Union directly to the Labor Relations Unit 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 51 - 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. Employees shall meet with the immediate supervisor informally. If such problems cannot be resolved, the employee may avail themselves of the following procedure. A grievance shall not be expanded upon after the grievance has been filed with the Agency Head.

Section 2.

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

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

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

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

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

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

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

Section 3. Arbitrations

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

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

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

dates. In cases where the parties agree to consolidate cases, the arbitrator assigned to handle the first case will also be assigned to handle the other case(s).

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

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

Section 10. Expedited Arbitration.

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

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

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

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

ARTICLE 52 - GENERAL PROVISIONS

Section 1. Transfers.

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

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

Section 2. Withdrawal of Resignation.

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

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

ARTICLE 53 - STRESS/CAREER COUNSELING

Section 1.

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

Section 2.

Such leave shall be charged against any accumulated time the employee has earned; however, where an employee is receiving compensation through Workers' Compensation or other victim compensation relief, such charges will be on a pro rata basis not to exceed the employee's regular salary (except staff assaults as defined in Article 33, 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 54 – PAYMENT OF LEGAL DEFENSE EXPENSES FOR CRIMINAL CASES

Provided all requirements for being covered as outlined in Department of Administrative Services Risk Management Division Policy 1-202 are met, and, within the specified limits of coverage cited in the Policy, should a bargaining unit employee have a criminal complaint filed against him/her as a result of performing authorized duties that are within the scope of employment of the employee, the Employer shall pay actual, reasonable and necessary legal defense costs incurred for criminal defense counsel of the employee's choice. Such payment shall be made directly to the employee's

defense counsel. Payment to defense counsel and any reduction or offsets of any such payment shall be pursuant to the Policy.

ARTICLE 55 – FIRE ASSIGNMENTS

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

Employees who are required to wear fire line Agency approved boots shall have their choice of being issued boots that meet applicable safety standards or receive \$150.00 to put toward the purchase of boots that meet applicable safety standards to be used for DOC related work.

Employees choosing to receive boots from the Agency will work with their institution safety manager prior to fire assignment to receive a pair of boots that meet applicable safety standards and which will be used for Agency related work only. If at any time the Agency issued boots are damaged or have excessive wear, the institution safety manager shall replace or repair the boots.

Employees receiving the \$150.00 must meet with the institution's safety officer at the end of and/or the beginning of the fire season to determine if the boots meet the applicable safety standards or need to be repaired or replaced. If the boots are determined to be in need of repair, the employee may opt to have the Agency repair the boots at the Agency's expense, receive \$150.00 from the Agency and purchase new boots, or receive boots from the Agency.

Section 5.

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

a) **Fire Assignment Work Schedule**

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

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

b) **Length of Assignment.**

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

c) Days Off.

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

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

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

d) Extension of Assignments.

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

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

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

In unusual circumstances where events and/or situations require the employee to remain geographically proximal to the fire assignment, lodging and per diem will be provided by the Agency.

Section 6.

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

Section 7

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

Section 8.

Notification of on call status shall be provided for through the fire camp roster if such a roster exists. It shall be the responsibility of the employee to check the roster on a daily basis. If the fire

camp does not have a daily roster or a camp commander, then the senior employee will make every reasonable effort to check with their respective institution fire camp manager / designee prior to assigning an employee to on call status.

Section 9.

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

Section 10.

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

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

Section 11.

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

2009 -2011 AFSCME SIGNATURE PAGE

Signed this 1st day of June, 2011, at Salem, Oregon.

FOR THE STATE OF OREGON

FOR THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES

Scott L. Harra, Director
Department Administrative Services

Tim Woolery
Corrections Coordinator
Oregon AFSCME, Council 75

Diana L. Foster, Administrator
Human Resource Services Division

Greg Tilman
Local 3940

Max Williams, Director
Department of Corrections

Rob Cooley
Local 3361

Craig Cowan
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Local 974

Gerald Long

Patrick Wiebelhaus
Local 3371

Kim Brockamp Rusty Artz

Local 745

Cathy Schuh

Rob Parrson

LETTER OF AGREEMENT #1

**2009-2011 INSURANCE
PART TIME EMPLOYEES HEALTH INSURANCE SUBSIDY**

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

The Parties agree to the following:

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

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

For Plan Year 2010 and 2011, the subsidy will be paid at an amount so that employees will continue to pay the same out-of-pocket premium costs that were in effect for Plan Year 2009. If an employee changes from one tier to another or changes plan pursuant to PEBB rules, his/her out-of-pocket premium costs will be adjusted to reflect the appropriate plan year's out-of-pocket premium cost for his/her new tier.

LETTER OF AGREEMENT #2

2009-2011 INSURANCE PEBB RESERVE REIMBURSEMENT

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

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

LETTER OF AGREEMENT #3

**2009-2011 INSURANCE
PEBB RESERVE REIMBURSEMENT**

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

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

LETTER OF AGREEMENT #4

**2009-2011 INSURANCE
PEBB RESERVE REIMBURSEMENT**

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

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

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

LETTER OF UNDERSTANDING #5
ARTICLE 25 - (EOCI) BIDDING

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

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

LETTER OF AGREEMENT #6
Eastern Oregon Correctional Institution
Change of Bid Shift and Days Off

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

The parties agree to the following:

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

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

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

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

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

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

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

LETTER OF AGREEMENT #7

IMPLEMENTATION OF NEW CLASSIFICATIONS – APPEALS PROCESS

Section A: 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 placement believed to be correct by the affected employees. The appeal must include current signed position descriptions. Because the old classifications are to be abolished, correct placement cannot be back to the prior classification.

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

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

Section B: If denied, the Union may appeal the Agency's decision in writing to the Department of Administrative Services Labor Relations Unit within fifteen (15) calendar days of receipt of the written denial. The appeal will be considered by the Employer designee (or an alternate) and the Union designee (or an alternate) who shall form the committee charged with the responsibility to consider appeals and make decisions which maintain the integrity of the classification system by correctly applying the classification specifications. Additionally, the committee may utilize two resource 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 C: 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 D. If the appeals committee cannot make a decision, the Union may request final and binding arbitration by a written notice to the Labor Relations Unit within the next forty five (45) calendar day period. Each party may go forward with only one (1) 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 E. Where a position is vacated after the filing of the initial appeal, the Union may continue the appeal process and such appeals will be reviewed by the committee only after the review of all filled positions appeals is completed and where the Agency indicates that no change in duties is anticipated prior to refilling the position.

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

LETTER OF AGREEMENT #8

VETERANS' PREFERENCE

This Letter of Agreement is between the State of Oregon, acting through the Department of Administrative Services, hereinafter referred to as The Employer or The State, and the American Federation of State, County and Municipal Employees, hereinafter referred to as AFSCME or the Union.

This Letter of Agreement shall become effective 15 days after the date of the last signature below, and shall be incorporated into and be made a part of the contracts identified below for the successor contracts ending June 30, 2011. The contracts shall include the Department of Public Safety, Standards and Training; the Oregon State Fire Marshall; the Oregon State Police Support Unit; the Building Codes Division; the Oregon Liquor Control Commission; the Department of Land Conservation and Development; the Department of Environmental Quality; the Oregon Military Department; the Office of Emergency Management; the Department of Corrections Dentists; the Department of Human Resources Physicians; the Oregon State Hospital Nurses, the Construction Contractors Board; the Real Estate Agency; the Department of State Lands; the Employment Department Hearings Officers; the State Operated Community Programs, the OYA Juvenile Parole and Probation Officers; the Department of Corrections Security Unit; the Department of Corrections Security Plus Unit; the Department of Corrections Parole and Probation Officers and the Oregon State Board of Parole.

The Employer and the Union recognize that Senate Bill 822 provides that an employer may choose not to appoint a veteran to a vacant position solely on the basis of the veteran's merits or qualifications with respect to the vacant civil service position.

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

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

The provisions of Senate Bill 822 do not apply to grievance settlements, court mandates, Agency recall from layoff and injured worker returns to employment. Secondary recall lists are applicable to the provisions of Senate Bill 822.

LETTER OF AGREEMENT #9

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

The purpose of this agreement is to establish a procedure for vacation bidding at Two Rivers Correctional Institution (TRCI).

Terms of Agreement

1. The terms of this agreement applies to Correctional Officers, Corporals and Sergeants working at TRCI only. Any reference to Superintendents, or other institutional personnel, or institution is a reference to TRCI and its personnel, unless otherwise noted.

2. 2010-2011 – Bidding will occur at the normally scheduled times at TRCI. Bargaining unit security personnel will initially bid, by seniority, for those vacation slots as follows:

Years of Service	Number of Weeks
15 or more	Unlimited
10 – 15	4
5 to 10	3
0 to 5	2

- a. Management team will establish the vacation slots available for the calendar year allowing for required training time for security employees. If open vacation slots exist after the initial bid cycle, a second round of vacation bidding will occur by seniority. During the second round, employees may place bids for as many one (1) week blocks of times as are available. If open vacation slots exist after the second bid cycle, those slots will be utilized at management's discretion.
 - b. Employees will not be allowed to bid for vacation slots if they will not have the necessary accrued hours at the time of the requested days off.
 - c. The Employer will ensure that there will be enough open vacation slots to accomplish the bid. However, the Employer is not obligated to provide a vacation slot for employees who can bid but cannot secure any vacant vacation slots because they will not have sufficient accrued vacation, or to employees who cannot bid on vacant vacation slots because their trial service has not been completed.
 - d. During years 2010 and 2011, if any scheduled vacation weeks are turned in by bargaining unit employees, those weeks will be utilized by the following process:
 - e. If a Security member has submitted a Leave Request Form in advance they will be given first opportunity to utilize the vacation week turned in. This will be on a first come, first serve basis. If no Security member has turned in an advanced Leave Request Form for the week vacated, then the vacation week may be utilized at management's discretion.
 - f. An employee, upon the first day of work after a scheduled bid vacation or scheduled bid vacation in conjunction with trades, will be exempt from the Mandatory Overtime List (bucket list) for that day.
3. This tiered process for bidding vacation leave slots replaces the bidding process in Article 32, Section 14.
4. In addition to the provision of Article 32, Section 10(c) of the collective bargaining agreement, security personnel may cash out up to 120 hours of accrued vacation on the following conditions:

- a. Employee must have regular status at the time of the request to cash out vacation.
 - b. Employee may cash out forty (40) hours, eighty (80) hours or one hundred twenty (12) hours. No other increments of time are allowed.
 - c. Employee must have at least eighty (80) hours of accrued leave after the cash out.
 - d. Requests to cash out must be submitted between January 1 and September 30 of each year.
 - e. Payment shall be at the employee's straight time rate of pay.
 - f. Employees on unprotected leave without pay status at the time of the cash out is requested are not eligible to cash out accrued vacation hours.
5. If the provisions of this Agreement are violated by either party, then the parties will request a meeting to discuss the issue. Failure to reach an agreement on the dispute shall allow either side to proceed to arbitration under the provision of Article 1, Section 5 of the collective bargaining agreement. Timelines established in Article 1, Section 5 shall apply to meetings and appeals under this section.
 6. The terms of this Agreement are contractual such that each paragraph is a separate obligation and not merely a recital.
 7. This Agreement shall neither establish a precedent for future vacation bidding for any party, nor serve as a precedent for current or future negotiations regarding the Vacation Bidding process.
 8. This Agreement remains in effect until rescinded by the parties, or until the successor collective bargaining agreement to the 2009-2011 agreement is effective.

LETTER OF AGREEMENT #10

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

The parties agree to the following:

- 1) The terms of this Agreement apply to Correctional Officers, Corporals and Sergeants working at SCCI. Any reference to Superintendents, other institutional personnel or institutions is a reference to SCCI and its personnel, unless otherwise noted.
- 2) Vacation Bidding will occur at the usual time. Management team will establish the vacation slots available for the calendar year allowing for required training time for security employees. Bargaining unit security personnel will initially bid, by seniority, for those vacation slots as follows:

Years of Service	Number of Weeks
15 or more	Unlimited
10 – 15	4
5 to 10	3
0 to 5	2

- a) If open vacation slots exist after the initial bid cycle, those slots will be available for a second round of bidding by seniority. IN this cycle, security employees may bid for as many of the remaining vacation slots as the employee wishes to have. This second round of bidding will occur no later than 10 working days after completion of the first round. SCCI will bid by seniority for the second round.
 - b) Employees will not be allowed to bid for vacation slots if they will not have the necessary accrued hours at the time of the requested days off.
 - c) Any scheduled vacation slots that are turned in by SCCI security bargaining unit members, the SCCI security employees will have the opportunity to use these vacation slots on the following basis:
 - i. All slots turned in will be posted via email to all bargaining unit members.
 - ii. All e-mail replies will be placed into a hat and a lottery draw will occur.
 - iii. The use of this vacation time is contingent on the employee having the necessary accrued hours at the time of the requested day off.
 - d) An employee, upon the first day of work after a scheduled bid vacation or scheduled bid vacation in conjunction with trades, will be exempt from the Mandatory Overtime List (bucket list).
- 3) This tiered bidding process for bidding vacation leave slots replaces the process in Article 32, Section 14, second sentence in the collective bargaining agreement.
 - 4) In addition to the provisions of Article 32, Section 10(c), of the collective bargaining agreement, security personnel may cash out up to one hundred twenty (12) hours of accrued vacation hours on the following:
 - a) Employee must have regular status at the time of the request to cash out vacation.
 - b) Employee may cash out either forty (40) hours, eighty (80) hours, or one hundred twenty (120) hours. No other increments of time are allowed.
 - c) Employees must have at least eighty (80) hours of accrued leave after cash out.
 - d) Request to cash out in 2009 must be submitted by September 30, 2009. Request to cash out the following years must be submitted between January 1 and September 30 of each year.
 - e) Payment shall be at the employee's straight time rate of pay.

- f) Employees on unprotected leave without pay status at the time the cash out is requested are not eligible to cash out accrued vacation hours.
- 5) Union agrees to not file any future grievances over the interpretation of Article 32, Section 14 of the applicable collective bargaining agreement for SCCI employees. The parties reserve the right to take appropriate action to enforce the terms of this agreement in accordance with the procedures set forth in Article 51 of the collective bargaining agreement.
- 6) The terms of this Agreement are contractual such that each paragraph is separate obligation not merely a recital.
- 7) This Agreement shall become effective upon day of signature of the 2009-2011 State of Oregon /AFSCME Security Unit Agreement and will continue until June 30, 2011 unless the parties agree to continue its provisions.

LETTER OF AGREEMENT #11

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

The purpose of this agreement is to establish a procedure for vacation bidding at Coffee Creek Correctional Facility (CCCF).

Terms of Agreement

- 1) The terms of this agreement applies to Correctional Officers, Corporals and Sergeants working at CCCF only. Any reference to Superintendents, other institutional personnel, or institution is a reference to CCCF and its personnel, unless otherwise noted.
- 2) Bidding will occur at the usual time the institution. Management team will establish the vacation shifts available for the calendar year allowing for required training time for security employees. The CCCF Security Management Team will establish the remaining vacation slots available for the calendar years. Bargaining unit security personnel will initially bid, by seniority, for those vacation slots as follows:

Years of Service	Number of Weeks
15 or more	Unlimited
10 – 15	4
5 to 10	3
0 to 5	2

- a) If open vacation slots exist after the initial bid cycle, a second round of vacation bidding will occur. During the second round, employees may place bids for as many one (1) week blocks of times as are available. If open vacation slots exist after the second bid cycle, those slots will be utilized at management's discretion.
- b) Employees will not be allowed to bid for vacation slots if they will not have the necessary accrued hours at the time of the requested days off.
- c) Employer will ensure that there will be enough open vacation slots to accomplish the bid. However, the Employer is not obligated to provide a vacation slot for employees who can bid but cannot secure any vacant vacation slots because they will not have sufficient accrued vacation, or to employees who cannot bid on vacant vacation slots because their trial service has not been completed.
- d) If any scheduled vacation weeks are turned in by bargaining unit employees, the institution will place those weeks back out to staff via the following process:

The ISDS Coordinator will send out an email to all security staff announcing the bid vacation week(s) returned. Employees will have ten (10) days to send a reply email indicating they would like to use that week. At the end of the ten (10) days, the employee with the highest state seniority will be awarded the additional week(s) of vacation. If no reply emails are received within the ten (10) days period, the vacation week can be used by the Employer as it chooses. Partial weeks turned in within thirty (30) days of the scheduled time off will be used by the Employer as it chooses.

An employee, upon the first day of work after a scheduled bid vacation or scheduled bid vacation in conjunction with trades, will be exempt from the Mandatory Overtime List (bucket list).

- 3) This tiered process for bidding vacation leave slots replaces the bidding process in Article 32, Section 14.

- 4) In addition to the provision of Article 32, Section 10(c) of the collective Bargaining agreement, security personnel may cash out up to one hundred twenty (120) hours of accrued vacation on the following conditions:
- a) Employee must have regular status at the time of the request to cash out vacation.
 - b) Employee may cash out either forty (40) hours, eighty (80) hours, or one hundred twenty (120) hours. No other increments of time are allowed.
 - c) Employees must have at least eighty (80) hours of accrued leave after cash out.
 - d) Request to cash out in 2009 must be submitted by September 30, 2009. Request to cash out the following years must be submitted between January 1 and September 30 of each year.
 - e) Payment shall be at the employee's straight time rate of pay.
 - f) Employees on unprotected leave without pay status at the time the cash out is requested are not eligible to cash out accrued vacation hours.

If the provisions of this Agreement are violated by either party, and the parties are not able to work out their differences, the party alleging a violation shall reduce the violation to writing and request arbitration. The parties will utilize the procedure set forth in the Contract to select an Arbitrator. The losing party will pay the Arbitrator's fees and expenses.

The terms of this Agreement are contractual such that each paragraph is a separate obligation and not merely a recital.

This Agreement shall neither establish a precedent for future vacation bidding for any party, nor serve as a precedent for current or future negotiations regarding vacation bidding.

This Agreement becomes effective on the date of signing of the 2009-2011 State of Oregon/AFSCME Security Unit Agreement and ends June 30, 2011 unless the parties agree to continue its provision.

LETTER OF AGREEMENT #12

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

The parties agree to the following:

- 1) The terms of this Agreement apply to Correctional Officers, Corporals and Sergeants working at Transport. Any reference to Superintendents, other institutional personnel or institutions is a reference to Transport and its personnel, unless otherwise noted.
- 2) Vacation Bidding will occur at the usual time. Management team will establish the vacation slots available for the calendar year allowing for required training time for security employees. Bargaining unit security personnel will initially bid, by seniority, for those vacation slots as follows:

Years of Service	Number of Weeks
15 or more	Unlimited
10 – 15	4
5 to 10	3
0 to 5	2

- a) If open vacation slots exist after the initial bid cycle, those slots will be available for a second round of bidding by seniority. In this cycle, security employees may bid for as many of the remaining vacation slots as the employee wishes to have. This second round of bidding will occur no later than ten (10) working days after completion of the first round. Transport will bid by seniority for the second round.
 - b) Employees will not be allowed to bid for vacation slots if they will not have the necessary accrued hours at the time of the requested days off.
 - c) Any scheduled vacation slots that are turned in by Transport security bargaining unit members, the Transport security employees will have the opportunity to use these vacation slots on the following basis:
 - i. All slots turned in will be posted via email to all bargaining unit members.
 - ii. All email replies will be placed into a hat and a lottery draw will occur.
 - iii. The use of this vacation time is contingent on the employee having the necessary accrued hours at the time of the requested day off.
 - d) An employee, upon the first day of work after a scheduled bid vacation or scheduled bid vacation in conjunction with trades, will be exempt from the Mandatory Overtime List (bucket list).
 - e) This tiered bidding process for bidding vacation leave slots replaces the process in Article 32, Section 14, second sentence in the collective bargaining agreement.
- 4) In addition to the provisions of Article 32, Section 10(c) of the collective bargaining agreement, security personnel may cash out up to one hundred twenty (120) of accrued vacation hours on the following:
- a) Employee must have regular status at the time of the request to cash out vacation.
 - b) Employee may cash out either forty (40) hours, eighty (80) hours, or one hundred twenty (120) hours. No other increments of time are allowed.

- c) Employee must have at least eighty (80) hours of accrued leave after the cash out.
 - d) Request to cash out in 2009 must be submitted by September 30, 2009. Request to cash out in following years must be submitted between January 1 and September 30 of each year.
 - e) Payment shall be at the employee's straight time rate of pay.
 - f) Employees on unprotected leave without pay status at the time the cash out is requested are not eligible to cash out accrued vacation hours.
- 5) Union agrees to not file any future grievances over the interpretation of Article 32, Section 14 of the applicable collective bargaining agreement for SCCI employees. The parties reserve the right to take appropriate action to enforce the terms of this agreement in accordance with the procedures set forth in Article 51 of the collective bargaining agreement.
 - 6) The terms of this Agreement are contractual such that each paragraph is separate obligation not merely a recital.
 - 7) This Agreement shall become effective upon day of signature of the 2009-2011 State of Oregon /AFSCME Security Unit Agreement and will continue until June 30, 2011 unless the parties agree to continue its provisions.

LETTER OF AGREEMENT #13

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

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

The parties agree to the following:

- a. This agreement becomes effective May 1, 2010 and sunsets June 30, 2011 unless the parties agree to extend or amend its provisions.
- b. All unit employees will take fourteen (14) days of unpaid furlough time off with ten (10) days being unpaid holidays as listed in section C(1) and four (4) additional unpaid furlough days as noted in section D.

c. **Mandatory Unpaid Furlough Days Taken As Holidays**

1. The mandatory unpaid furlough time off unit employees will take as mandatory unpaid holidays shall be:

2010

Memorial Day on May 31
Independence Day on July 4
Labor Day on September 6
Veteran's Day on November 11
Thanksgiving Day on November 25
Christmas Day on December 25

2011

New Year's Day on January 1
Martin Luther King's Birthday on January 17
President's Day on February 21
Memorial Day on May 30

2. Unit employees not working on designated holidays listed in section C(1) will not receive the eight (8) hours of Corrections paid holiday.
3. Employees working on a designated holiday in Section C(1) shall be paid time and one-half (1 1/2X) for all hours worked but shall not receive the eight (8) hours of Corrections paid holiday. This will substitute for their obligating mandatory unpaid furlough time off.
4. Employees working an alternative work schedule (other than a five (5) day eight (8) hour shift) during a week in which the employee takes a mandatory unpaid holiday off on one of the designated holidays listed in section C(1) shall use available accrued vacation, compensatory time off or leave without pay for the balance of the holiday off.
5. Temporary employees may be unscheduled for designated holidays at the Agency's discretion.
6. Unless required by law, no employee shall be authorized to substitute other types of unpaid absences to replace mandatory unpaid holidays.
7. Employees not scheduled to work on a holiday shall not work on a holiday designated as a mandatory unpaid holiday unless the Agency Head or designee, for operational reasons, may require the employee to work.
8. Full time employees shall take mandatory unpaid holidays on holidays in eight (8) hour blocks.

9. Employees on approved unpaid military leave, workers compensation or FMLA/OFLA when a designated holiday occurs will not be required to make up that unpaid holiday. Upon returning to paid status, the remaining designated holidays listed in Section C(1) shall apply.
- i. Mandatory Unpaid Furlough Days
1. In addition to the days listed in section C(1), all unit employees will take four (4) unpaid furlough days. In order to ensure that the institution is safe and secure and meets its operating requirements the Agency will schedule employees these four (4) unpaid furlough days at no more than one (1) day per month in any month during calendar year 2010 and the first six (6) months of 2011. Two (2) days shall be taken during 2010 and two (2) days shall be taken during the first six (6) months of 2011.
 2. The Agency will give employees at least thirty (30) calendar days advance notice via a Job Change Notice before the actual day is taken.
 3. Employees regularly working a full time alternative schedule (other than a five (5) eight (8) work schedule) and is scheduled for an unpaid furlough day, will be able to adjust his/her schedule to use accrued vacation leave, accrued compensatory time off, leave without pay or will work those additional hours that total their regular scheduled shift hours. Regardless, the employee's schedule will not exceed thirty two (32) hour workweek except where the Agency Head or designee may require the employee to work beyond the thirty two (32) hour workweek, if necessary to meet operating needs. The Agency shall not incur any penalty or overtime payment for adjusting the employee's schedule.
 4. Mandatory unpaid furlough days will not count as a break-in-service and shall not affect seniority.
 5. Mandatory unpaid furlough days shall not add to the length of an employee's trial service period.
 6. Mandatory unpaid furlough days shall only be considered time worked for: 1) holiday pay computation, and, 2) vacation and sick leave accrual.
 7. Subject to PEBB eligibility rules, mandatory unpaid furlough days shall be considered as time worked for purposes of computing the Employer's insurance contribution.
 8. Unless required by law, no employee is authorized to substitute other types of unpaid absences or paid leave to replace mandatory unpaid furlough days.
 9. Full time employees shall take mandatory unpaid furlough days in blocks in eight (8) hours.
 10. Part time employees shall take mandatory unpaid furlough days in block equal to their actual scheduled work day.
 11. No employee shall be authorized to use any paid leave time or time accrued to replace mandatory unpaid furlough days.
 12. An employee shall not work on a date designated as mandatory unpaid furlough day. However, the Agency Head or designee, for operational needs, may require the employee to work and reschedule the mandatory unpaid furlough day.
 13. The Agency shall not incur any penalty or overtime payment for adjustments to employee work schedules. However, the employee shall not be scheduled beyond thirty two (32) hour workweek. However, the Agency or designee may require the employee to work beyond the thirty two (32) hour workweek if necessary to meet operating needs.

LETTER OF AGREEMENT #14

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

This agreement supersedes all provisions of the State of Oregon/AFSCME Security Unit agreement, pertaining to step advancement upon the affected employee salary eligibility date (SED).

Effective July 1, 2010 or upon the date of a valid interest arbitration award whichever is later, the Letter of Agreement dated December 13, 2007 to add and drop steps for each salary range in all classifications in the bargaining unit shall be suspended.

Effective July 1, 2010 or upon the date of a valid interest arbitration award, whichever is later, the following shall also apply:

1. Employees advancing to the new top step of their classification on or after July 1, 2009 through June 30, 2010 or upon the date of a valid interest arbitration award whichever is later, as a result of the December 13, 2007 Letter of Agreement will have their pay reduced to the prior top step. Employees advancing to a higher first step by virtue of the first step being dropped shall not have their pay reduced.
2. Employees advancing on the pay scale within their classification's salary range on or after July 1, 2009 through June 30, 2010 or upon the date of a valid interest arbitration award whichever is later, will be restored to their former step in effect as of June 30, 2009.
3. This agreement does not affect the initial increase upon promotion or reclassification upward but does affect any subsequent step advancement in the new classification. However, promotions or reclassifications to the new top step shall be subject to subsection #1 above.
4. For initial appointments in state service occurring between July 1, 2009 and June 30, 2010 or upon the date of a valid interest arbitration award, whichever is later, the affected employee shall receive a one step increase on July 1, 2011 when the freeze is lifted or upon the date of a valid interest arbitration award, whichever is later, and on their SED thereafter pursuant to the agreement.
5. For purpose of promotion, the salary eligibility date shall be established consistent to Article 14 of the agreement.
6. The step advancement freeze begins July 1, 2010 or upon the date of a valid interest arbitration award, whichever is later, and shall continue for twelve (12) months through June 30, 2011 or the date that accounts for twelve (12) months from the date of a valid interest arbitration award.
7. When the step freeze is lifted, an employee receiving a merit step or advanced to the new top step in July 2009 through June 2010 will be restored on July 1, 2011 or upon the date of valid interest arbitration award, whichever is later to the higher rate that was in effect through June 30, 2010. All other employees will commence receiving step increases on their salary eligibility date (SED) effective July 1, 2011 or upon the date of a valid interest arbitration award, whichever is later.

LETTER OF INTERPRETATION #1
Article 3, Section 4 (Union Rights)

The purpose of this letter is to clarify Article 3, Section 4 of the agreement as it applies to the designated stewards using pre-approved Agency time to investigate specific alleged violations of the agreement before a written grievance is filed with the Agency.

The parties agree that the language in Article 3, Section 4 can be applied to the circumstance in which a designated steward, as part of the Step 1 and subsequent steps of the grievance procedure, requests to investigate an alleged violation, reasonable investigatory time will be granted under the conditions outlined in Article 3, Section 4 of the Agreement, with the immediate supervisor's prior approval.

**APPENDIX A
DEPARTMENT OF ADMINISTRATIVE SERVICES
HUMAN RESOURCES DIVISION POLICIES APPLICABLE TO BARGAINING UNIT**

Policy Name	Policy Number
Employee Personnel Records	10.01
Support of Employee's Work and Family Needs	10.030.02
Support of Employee's Participation in Mentoring Program	10.030.03
Job Evaluation and Position Benchmarks	20.000.05
Fair Labor Standards Act	20.005.20
Current Employee Relocation	40.055.10
New Employee Relocation	40.055.20
Discrimination and Harassment Free Workplace	50.010.01
Violence Free Workplace	50.010.02
Maintaining a Professional Workplace	50.010.03 ¹
Workplace Effects of Domestic Violence, Sexual Assault and Stalking	50.010.04
Reinstatement and Reemployment of Injured Workers	50.020.03
Early Return to Work of Injured Workers	50.020.05
Telecommuting	50.050.01
Statutory Required Leaves With and Without Pay	60.000.11
Family Medical Leave	60.000.15
Military Leave	60.000.25 ²

¹ Pursuant to an agreement during the 2007 negotiations, this policy already applies to the bargaining unit.
See Article 9, Section 5 of the agreement.

² There is also a 2005 grievance settlement that affects implementation of this policy.