



COLLECTIVE BARGAINING AGREEMENT



between

DAS

THE DEPARTMENT OF
ADMINISTRATIVE SERVICES

on behalf of

THE OREGON DEPARTMENT
OF CORRECTIONS

and

AFSCME

COUNCIL 75,
AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES (AFL-CIO)

2019

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2021

DOC SECURITY

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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 Employer and 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 Agency 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 Chief Human Resource Office 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, 2021.

Section 2.

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.

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

Section 3.

Negotiations for a successor agreement will commence between January 2, 2021, and February 15, 2021, or sooner upon mutual agreement of the Parties.

Rev: 2015, 2017, 2019

ARTICLE 3 - UNION SECURITY

Section 1. New Employees.

- a. 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.
- b. Union Reports.
 - 1. The Employer shall provide the Union, in an editable digitable file format the following information:
 - i. Employees name, date of hire, EIN;
 - ii. Contact information including cell, home and work telephone numbers when available
 - iii. Means of electronic communications, including work, personal electronic mail address;
 - iv. Home address or personal mailing address, and,
 - v. Department/Agency/Office, position classifications, job title, base salary and worksite location.
 - 2. Each business day the Employer shall provide a report of newly hired AFSCME represented employees as long as the new hire business process has been successfully completed in the business day prior.

3. The Employer CHRO information unit will provide the Union with a report of new, terminated, retired or transferring employees in AFSCME covered positions no later than the 10th of the month.

c. New Employee Orientation.

1. During the initial onboarding process within days of hiring new employees, the Union Representative shall be granted up to thirty (30) minutes of paid time to meet with the new employee without loss of pay or benefits.
2. Employees within their first ninety (90) calendar days from the employee's first day of work shall be allowed an additional sixty (60) minutes of paid time to meet with a Union Representative for follow-up orientation issues without loss of pay or benefits.
3. The Agency shall not be liable for any overtime or other premium pay for the activities in this Subsection that occur outside of their regular assigned schedule.
4. Before carrying out the duties in this Subsection, the employee shall contact their immediate supervisor and request time off. If the permitted activities would interfere with either the employee's or Union Representative's duties, Agency management shall, within the next working day, arrange a mutually satisfactory time for the requested activity.
5. Duly certified and designated Union Representative shall account for their time by submitting a leave request to their ISDS Coordinator.

Section 2. Union Access.

- a. For purposes of this Agreement, a duly certified and designated Union Representative shall be defined as Agency employees who are official Union Officers in the positions of Local President, Vice President, Secretary, Treasurer, Local Executive Board Member or steward(s) for the functional unit in which they are employed. The Union shall send the Agency a written list of duly certified Union representatives for each functional unit in July of each year and shall update when there are changes.
- b. 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.

- a. The Union may select, and shall certify in writing to the Agency, employees to act as Union Stewards. The Union will provide an updated list when authorized stewards are added or removed.
- b. 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), attend investigatory and pre-discipline due process meetings and to distribute Union informational material provided that such activity does not interfere with the regular work routine.
- c. The investigation and processing of employee grievances and reasonable time to investigate alleged violations of the agreement before a grievance is filed and attend investigatory and pre-discipline due process meetings will be permitted during working hours without loss of pay or benefits. Stewards shall account for time performing authorized Union duties by submitting a leave request to their ISDS Coordinator. 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.
- d. An employee may request and have present a Steward or duly certified and designated Union Representative as defined in Subsection 2 of this Article 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.
- e. The employee, at his/her request, shall be given a reasonable opportunity to select a representative from the list of authorized AFSCME stewards within the bargaining unit at their functional unit. When there is a potential conflict between the employee and a steward, or a steward within the bargaining unit is unavailable, then the designated Council Representative or the local unit President shall be contacted to assist in determining alternative representation.
- f. 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. The Agency will also send to the Union Local President letters of reprimand and letters of expectation it has issued to employees.

Section 5. Union Business Leave.

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

c. 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.

d. Short Term

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

Within seven (7) or more calendar days' advance notice by the Union, 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. Where the Union reimburses the Agency, reimbursement shall include salary, benefits, paid leave time, pensions and all other Agency related costs including the cost to the Agency for overtime caused solely by the need to replace the employee taking time off to perform Union duties. Short term leave shall not exceed thirty (30) calendar days. The determination for granting such leave shall be made by the Agency based on operational needs of the Agency.

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) including the cost to the Agency for overtime caused solely by the need to replace the employee taking time off to perform Union duties 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.

e. Contract Administration

1. The Agency agrees to the attendance by the President or designee without loss of pay at any meeting where their presence is requested by Agency management or in other instances in accordance with past practice.

2. Duly certified and designated Union Representatives as defined in Subsection 2(a) of this Article shall be given reasonable time during the employee's regular scheduled work hours without loss of pay or benefits to participate in or prepare for proceedings under PECBA involving grievance arbitration and Employment Relations Board hearing.

3. Union appointed employees who are members of a local labor/management committee meeting and participate during their regular work schedule shall not suffer any loss of pay or benefits. Membership on the committee shall be consistent with the local labor/management committee's charter, rules or past practice.
4. Employees released to participate in the above activities shall request time off from their immediate supervisor before taking such leave. If the time requested is not feasible because of work requirements, then the immediate supervisor shall work with the employee to establish another date and time on the following workday.
5. The Agency shall not incur any overtime liability or penalty payments as a result of employee participation in the activities listed in this Subsection.

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 approved notices only. The Union shall keep the bulletin boards neat and orderly.
 1. In addition, the Agency agrees to furnish and maintain one (1) locking encased bulletin board at each Institution in a convenient place to be used by the Union for posting official Union approved notices only. If the bulletin board that is selected happens to be in a common area and is already shared with Security Plus then that arrangement may continue. The Union shall keep the bulletin board neat and orderly.
 2. A Union Local will be allowed to replace a currently assigned unencased bulletin board with an Institution approved locking bulletin board. These enclosed bulletin boards shall remain the property of the Institution. The Local shall reimburse the Institution for reasonable cost of labor for the installation and repairs, if any. The Union shall reimburse the Institution upon receipt of invoice.
 3. The key will be the same for all locking enclosed bulletin boards and will be maintained by the Local Union President.
 4. If there are any issues with what is posted or any other issue pertaining to these encased bulletin boards, Institution management shall contact the Local Union President and both Parties will work in good faith to resolve the issue(s).
- 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 Union may communicate with bargaining unit employees regarding: Collective Bargaining including administration of the Agreement, grievance investigations and matters involving the governance of business of the Union. Personal use as defined in the Agency's policy may include Union business. Use of the Agency's computer systems and email system shall be consistent with Agency policies.

Section 7. Dues Deduction.

- a. The Employer agrees to deduct the monthly fees from the pay of those employees the Union has certified to the Employer as having authorized in writing such deduction be made from their paychecks. This deduction shall begin on the first (1st) payroll period following the Union's written notice to the Employer that such authorization start and shall continue from month to month until notified by the Union, pursuant to the membership card.
- b. The Union agrees it will indemnify, defend and save the Employer and Department/Agency harmless from all suits, actions, proceedings and claims against the Employer and Department/Agency) or person(s) acting on their behalf of the Employer and the Department/Agency whether for damage, compensation, reinstatement, or combination thereof arising out of the Department/Agency implementation of this Article. This Provision do not limit, waive, or in any way impact the State's liability to AFSCME if the State fails to withhold and remit lawful dues to AFSCME as obligated under the Agreement.
- c. Employees whose employment begins or ends after working less than ten (10) working days in any calendar month will not be subject to having a dues deduction in that month.

Section 8. 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.

Section 9. Names of Security Unit Retirees.

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

Section 10. Reports.

Upon request, and no more than once a calendar quarter the Agency shall provide to the Union a report without cost containing the names, classification and functional unit of any temporary and limited duration appointments.

Rev: 2015,2019

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, sexual orientation, political affiliation, or union activity. Unlawful discrimination based on union activity shall be addressed through procedures identified in Section 3 of this article.

Section 2.

Any complaint alleging unlawful discrimination based on race, color, religion, sex, national origin, age, mental or physical disability, sexual orientation, marital status or political affiliation which is brought to the Union for processing may be submitted directly to the functional unit manager within thirty (30) days of the date the employee knew of the alleged violations. The functional unit manager or designee shall respond within thirty (30) days of its submission. Allegations of unlawful discrimination are not subject to the grievance procedure.

Section 3.

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

Section 4.

The implementation and effectiveness of [CHRO Policy 50.010.03 \(Maintaining Professional Workplace\)](#) shall be a 'standing agenda item' at each statewide Labor/Management.

ARTICLE 10 - MANAGEMENT RIGHTS

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

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

Section 1.

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

Section 2.

The contribution for eligible participating part-time employees with eighty (80) or more hours paid time for the month the Employer shall contribute a prorated amount of the contribution for full-time employees in the employee's tier coverage prorated based on the ratio of paid regular hours to full time hours to the nearest full percent.

Section 3. Plan Years 2019, 2020 and 2021.

- a. For Plan Years 2019, 2020 and 2021 the Employer will pay ninety-five percent (95%) and the employee will pay five percent (5%) of the monthly premium rate for PEBB health, vision, dental and basic life insurance benefits.
- b. For employees who enroll in a medical plan that is at least ten percent (10%) lower in cost than the monthly premium rate for the highest cost plan available to the majority of employees, the Employer shall pay ninety-nine percent (99%) of the monthly premium for PEBB health, vision, dental and basic life insurance benefits and the employee will pay one percent (1%).

Section 4.

If the Collective Bargaining Agreement provides for a COLA with an effective date of the second (2nd) year of a biennium and the difference in the projected increase in the PEBB composite rate for the following calendar year falls below three point four percent (3.4%), then the COLA will be moved up by one (1) full month for each month it is sufficiently funded by the savings.

Rev: 2015, 2017, 2019

ARTICLE 13 - SALARY AND WAGES

Section 1.

Effective February 1, 2019 compensation plan salary rates for PERS participating members shall be increased by six and ninety five hundredths percent (6.95%). At that time bargaining unit employees will begin to make their own six percent (6%) contributions to their PERS account or the Individual Account Program as applicable. Employees' contributions shall be treated as 'pretax' contributions pursuant to Internal Revenue Code Section 414(h)(2).

Section 2. Salary Adjustments.

- a. Effective July 1, 2019 all pay rates shall be increased by two and fifteenth hundredth percent (2.15%).
- b. Effective July 1, 2020, an additional step shall be added to all salary ranges. Implementation shall be on a least costs basis. Employees who are at top step of their salary range on the effective date shall have their former salary eligibility date restored for future increases. This does not apply to anyone red circled. Salary Step 9 shall be maintained as six percent (6%) higher than Salary Step 8 in all classifications in this bargaining unit. The new top step shall be four and three quarters percent (4.75%) above Step 9.
- c. Effective October 1, 2020 all pay rates shall be increased by three percent (3%).

Section 3. Elimination of DPSST Differential.

- a. An employee who receives either the DPSST three percent (3%) Intermediate certification differential or six percent (6%) Advanced certification differential and is not at the top step of the salary range for their classification, will, in lieu of receiving the DPSST certification differential, receive a three percent (3%) or six percent (6%) salary adjustment, whichever is applicable, and shall be placed into the new salary range effective January 1, 2019. For an employee whose rate is within the new salary range, but not a corresponding salary step, his/her salary shall remain off step and shall continue to receive annual step increases until he/she reaches the ninth (9th) step of the range. No employee will receive an annual step increase that places him/her above the top ninth (9th) Step of the range.
- b. By this adjustment, the DPSST certification differential in Article 16, Section 5 ends December 31, 2018.

Section 4. 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 receipt of written notification. For purposes of this section, the Agency sending a certified letter to the employee at their last known home

address and email to the employee's work address shall constitute 'receipt of written notice'.

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. The Agency shall send a letter by regular mail to the home of the affected employee and email whenever an immediate recoupment is triggered. In the case of SAIF leave without pay, the Agency shall also call the employee
 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.

Rev: 2015, 2017, 2019

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 two (2) years 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 Lateral Transfer

- a. An employee who transfers into the security bargaining unit from another bargaining unit inside of the Agency or from another executive branch state agency in the same salary range will at least retain his/her base salary rate and salary eligibility date. However, where the employee's current base pay rate is below Step 1 of the security bargaining unit base pay rate the employee's base rate will be moved to Step 1 of the same salary range. If an employee's straight time pay rate is above the top step of the range, the employee will be placed at the top step of the range.
- b. If an employee's base pay rate caused them to be placed off step in the new classification and salary range, then at their next salary eligibility date, if qualified, the employee shall be granted an annual step increase plus the dollar amount that his/her current salary is below the next higher step not to exceed the top step of the range.

Section 5. Salary on Promotion.

An employee shall be given an increase no less than 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 6. 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 at least 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 7. Effect of Break in Service.

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

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

Section 8. Salary Underpayments.

- a. In the event the Agency determines an employee has not received wages/benefits to which he/she is lawfully entitled pursuant to the Fair Labor Standards Act or state law, the Agency shall pay the employee within three (3) working days the amount of money the employee is owed if such underpayment is equal to or more than five percent (5%) of the employee's base pay rate.
- b. In the event the Agency determines an employee has not received wages/benefits to which he/she is lawfully entitled, the Agency shall pay the employee at the next first (1st) of the month payday the amount of money the employee is owed if such underpayment is less than five percent (5%) of the employee's base pay rate. If the Agency determines there is an underpayment obligation after the normal payroll cutoff date and before the mid month cutoff date, the Agency shall pay the employee on the mid month check.
- c. This Section shall not apply to claims disputing eligibility for payments which result from this Agreement. Employees claiming eligibility for leadwork differential, work out of

classification, reclassification or any differential pay shall pursue those claims pursuant to Article 51 (Grievance Procedure).

Section 9.

Overtime, holiday and all differentials may be paid on the fifteenth (15th) of the month at the employee's discretion. Once an employee designates they want to have overtime, holiday and differentials paid on the fifteenth (15th) of each month, the designation will continue for twelve (12) consecutive calendar months without change. The employee will follow all processes necessary to ensure his/her request is properly implemented.

Section 10.

- a. **Daylight Savings to Standard Time Change**. An employee who is eligible for overtime compensation and whose scheduled shift includes one (1) additional hour due to change from daylight savings to standard time shall be compensated for one (1) hour at the overtime rate for the additional hour.
- b. **Standard to Daylight Savings Time Change**. An employee whose scheduled shift is short one (1) hour due to the change of time, may, upon request, work the final hour of the regular shift, use vacation, compensatory time off or other appropriate leave to cover the final hour or use approved leave without pay to cover the final hour. Employee's missed time will be recorded as LWOP which will have no disciplinary consequences.

Rev: 2015, 2017, 2019

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.

- a. 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.

- b. Except for shift changes requested by an employee or agreed upon between a supervisor and employee, if a shift change causes an employee to be 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.

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 bona fide emergency or unless management is unable to fill a work assignment by voluntary means.

Section 5.

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 6.

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 7.

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 8. Distribution of Voluntary Overtime.

Volunteers will be sought according to the process outlined in Article 25 for each Institution/Functional Unit. No employee shall be required to work more than sixteen (16) hours of overtime per week unless there is an emergency or valid cause. Voluntary overtime may be denied for valid cause. Mandatory overtime lists will be posted.

Rev: 2019

ARTICLE 16 - DIFFERENTIALS

Section 1. Shift Differentials.

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

- b. 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.
- c. 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 six percent (6%) of base pay in lieu of other penalty pay. Penalty pay, for purposes of this agreement, refers to work out-of-class compensation and Article 15, Section 3 Shift Change Penalty Pay. 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.

- a. When the Agency formally assigns in writing bilingual duties to a certified employee, the employee shall receive a five percent (5%) differential above his/her base pay. The assignment start/end dates (if any) noted on the written assignment form. However, at no time shall an employee be expected to provide bilingual translation or interpretation unless assigned in writing and provided the differential. Bilingual duties shall include to read, speak, translate and interpret from English to another language or from another language to English. Employees officially assigned in writing will be required to pass a standardized test to be eligible for this differential.
- b. Employees who fail to take the test and employees who fail the test will no longer receive the differential.
- c. The Agency will pay the cost for the employee taking the initial test. If the employee does not pass the test and the employee wishes to retake the test, the employee will pay for the cost of the test.

Section 5. Incentive Plan.

- a. 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).
- b. Employees currently receiving the three percent (3%) or six percent (6%) DPSST differential, whichever applicable, will be paid the differential through December 31, 2018. The provisions of Section 5 of this Article shall automatically end December 31, 2018 at 11:59pm.

Section 6. TERT / Crisis Negotiation Differential

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. Filling Field Training Officer Assignments at Shift/Days Off Bid.
 1. The number of Field Training Officer assignments will be identified in the bidding instructions by each shift (EOCI post) and employees shall bid for a Field Training Officer assignment by shift. Institution management will assign Field Training Officers by Field Training Officer seniority. Field Training Officer seniority shall be defined as the date of DPSST certification as a Field Training Officer. If there is a tie between two (2) employees with the same certification date, the employee with the most Agency seniority shall be selected. If there is still a tie, it will be broken by a one time lottery draw. The Institution's Human Resources Office will maintain and update the list as needed with a copy to the Union.
 2. Filling Field Training Officer Assignments During the Bid Cycle.
 - i. Within seven (7) calendar days after the regular shift/days off bid (EOCI post), the Institution may post any unfilled Field Training Officer assignments. Assignment shall be made by seniority.
 - ii. If a Field Training Officer assignment becomes vacant during the bid cycle and the Institution chooses to make an assignment, qualified employees may submit a memorandum to the Institution expressing interest in the assignment. The Institution will select an employee for the assignment pursuant to Agency Policy 20.7.6. Qualified employees are those who possess the DPSST Field Training Officer (FTO) Training certification.
 - iii. If there are unfilled Field Training Officer assignments that remain which the Agency chooses to fill and no qualified employees submit a memorandum expressing interest, the Agency may choose to solicit employees who may be interested in becoming a DPSST Field Training Officer certified pursuant to Agency Policy 20.7.6.
 3. Employees selected for the Field Training Officer Assignment who possesses a DPSST certification to perform the authorized, official duties of Field Training Officer shall be eligible to receive four percent (4%) above the employee's base salary rate.
 4. The Field Training Officer assignment shall have a start/end dates noted on the written assignment form which will normally correspond to a bid cycle. At no time shall an employee be expected to perform Field Training Officer duties unless assigned in writing and provided the differential.

Section 8. CDL for Transport Unit.

Full time regular status Corrections Officers, Corporals and Sergeants hired into the Transport Unit of the Agency who, as a condition of employment, are required to obtain and maintain a commercial driver license (CDL) in order to carry out assigned duties, shall receive a five percent

(5%) pay differential above his/her base pay rate. If the employee leaves the Transport Unit to work in another section of the Agency, the employee will not receive this differential.

Section 9. Transport Unit Trainers Differential.

Effective July 1, 2020, an employee who is assigned in writing by the Agency to train staff on Transport Unit approved courses shall be eligible to receive a four percent (4%) differential above employee's base salary rate. The Transport Unit Trainer assignment shall have start/stop dates noted on the written assignment form.

Rev: 2015, 2017, 2019

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. Off-Duty Telephone Calls or Text Messages.

An employee who responds to a telephone call or text message outside of his/her schedule hours that is directly from Agency management or authorized by Agency management will be compensated at the appropriate rate of pay for no less than thirty (30) minutes or actual time whichever is greater. However, the employee will not receive additional compensation if the employee receives multiple telephone calls or texts during the same thirty (30) minute period. This Subsection shall not apply to overtime which is essentially a continuation of the scheduled work shift. This Subsection shall not apply to telephone calls or text messages where Agency management directs the employee to report for work which then engages Section 1 of this Article instead of this Section. This Section shall not apply to employees assigned to on-call duty or standby duty status or when the Agency calls or texts an employee to work overtime who has given prior authorization.

Section 3.

This Article shall not apply when phone calls or texts are a result of employee oversight (i.e. taking home necessary keys, equipment necessary at the Institution etc.) or when the Agency calls or texts the employee to share information not requiring call back or responding to questions.

Rev: 2017, 2019

ARTICLE 18 - REPORTING PAY

An employee who is scheduled for work and reports to work and there is no 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.

Rev: 2015 ,2019

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 five percent (5%) above the employee's base pay rate or the first step of the higher range, whichever is greater.

Section 2.

Developmental assignments will only be used if bargaining unit employees are assigned duties in a classification that is outside of the security bargaining unit.

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.

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

Section 4.

When a functional unit chooses to offer a work out of classification assignment, it will use a competitive process within that functional unit. The functional unit will post the opportunity on institution email for a minimum of ten (10) calendar days to allow qualified employees to express their interest in writing. The work out of classification assignment will be limited to twelve (12) months or, the functional unit will initiate a new competitive process.

REV: 2019

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 agreement 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's Council Representative and local Union President 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.

Section 3.

This Article 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 and designated Union Officers and Stewards.

Section 11. Emergencies.

In the event of emergency the Agency wishes to call back an off duty 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 and suffer no discipline or other consequences.

Rev: 2015

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.
- b. **Work Scheduled Defined.** A work schedule is defined as the time of day and the days of the week the employee is assigned to work. 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 Local President and Council Representative 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 every reasonable effort to allow rest breaks. However, the Parties recognize that not every break can be granted on every shift or that breaks will occur on regular and recurring intervals. It is expected that employees will notify their shift supervisor in a timely manner if a break is missed.
- 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 within the confines of the regular scheduled shift (after the sixth (6th) hour or during the overtime shift up to the second (2nd) hour) 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.
- e.
 - 1. If an employee purchases a meal at the Institution during their regular unpaid meal period, and during that unpaid meal break Institution management directs the employee to respond or return to work before his/her purchased meal is consumed, he/she shall report the matter to his/her OIC on shift within two (2) hours of the incident occurring in order to resolve it.
 - 2. If there are unresolved issues surrounding a Security Unit employee being directed by Institution management to respond during his/her unpaid meal break where they have purchased an Institution meal, it will be addressed at the Institution's local labor/management committee. Any resolution shall not create any new benefit or right for Security staff. Any local resolution will be on a case by case basis and shall be Institution specific.

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.

- a. 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.
- b. Time trades are voluntary agreements between employees and shall not cause financial liability to the Agency. 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.
- c. If an employee reports for duty on a time trade and the Officer in Charge (OIC) determines staff are able to be relieved from work, the employee on time trade will be eligible to request vacation leave using the same Institution process for relieving staff as any other employee on duty. Use of vacation leave under this Subsection shall not count as hours worked for the purpose of overtime calculation.

- d. Time trade requests may not be changed unless agreed to by the Parties through submission of a new request.
- e. 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.
- f. All time trades shall be completed within a ninety (90) day time period.
- g. 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.
- h. Initial trial service employees are restricted from time trades the first six (6) months of employment. Emergent issues may be considered on a case by case basis by working with their Institution Staff Deployment and Institution Security management to secure the time off. This Subsection supersedes any other Provision in this Agreement on the subject of time trades for initial trial service employees.

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 classification in the AFSCME 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.

If AOCE represented employees employed by the Agency elect AFSCME as their exclusive bargaining agent, the definition of seniority, for the purpose of shift bidding, shall be Agency Time in Classification for all bargaining unit employees. As a result, all of Section 8 (a) of this article shall become null and void. This provision will become effective on the next shift/days off bid cycle after the Employment Relations Board certifies the bargaining unit. The Agency shall recalculate employee job bidding seniority and provide the Union a copy of this report.

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

A bargaining unit members who leaves the bargaining unit and then return, shall be credited with their previous AFSCME bargaining unit seniority in classification which is only the days earned while in that classification upon their return (Subject to the provisions listed below).

1. An employee who leaves Agency service and return within one hundred eighty (180) days, shall be credited with their previous AFSCME in class seniority which is only the days earned while in that classification upon their return or within two (2) years if the separation was a result of lay off.
 2. An employee who leaves 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.
 3. An employee who transfers within classification between AFSCME represented bargaining units, shall maintain their classification seniority.
 4. An employee who promotes or demotes into represented classifications within the Agency and then return to a previously held classification shall have their previous AFSCME in classification seniority reinstated by crediting only the days earned while in that classification.
 5. An employee who promotes into management classifications within the Agency and then returns within one (1) year to a previously held classification shall have their previous AFSCME in classification seniority reinstated crediting only the days earned while in that classification. An employees who remains in a management classification more than one (1) year 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.
1. New Hires – Newly hired employees with the same date of hire will have their seniority determined by lottery drawing with a Union representative present.
 2. 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.
 3. 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

1. 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.
2. If an employee's seniority date has been changed or reinstated after promotion or demotion to a previously held classification and the employee disputes their seniority date, they shall submit the issue in writing to the local Institution Human Resources Manager within ten (10) calendar days of the date they become aware of the matter. The Human Resources Manager will forward a copy to the Local President and Local Oregon AFSCME Council Representative.

Functional Units where the question or issue regarding seniority originates, the Local President or Vice President will serve as a labor representative and voting member of the Seniority Panel to be formed. Additionally, Management will select their one (1) representative from the following positions: Superintendent, Assistant Superintended of Security (or Security Manager) or Operations Capitan who will serve as a Management representative and voting member on the Seniority Panel to be formed.

Those two (2) individuals, together with that Functional Unit's Oregon AFSCME Council 75 staff Representative and an individual from Department of Corrections Labor Relations or that Functional Unit's Human Resources Manager, will observe the selection of the remaining members of the panel. Names of the remaining AFSCME Correctional Functional Units including the Transport Unit will be placed into a 'hat'. The two (2) voting panel members will alternatively draw names out of the 'hat'. To designate the labor voting representatives, there will be three (3) names drawn. The President of the Functional Units drawn will be assigned to serve as voting members on the panel. Should the President be unavailable then the Vice President shall serve. The Functional Unit names will be reinserted into the 'hat' and two (2) names will be alternatively drawn to serve as the designated Management voting representatives. The Superintendent, Assistant Superintendent of Security (or Security Manager) or Operations Captain will be assigned to serve as the additional Management voting members of the panel.

ISDS Coordinators, Oregon AFSCME Council 75 Staff Representative and Department of Corrections Labor Relations will serve as non-voting members or resources to the panel to assist in ensuring that panel members have sufficient data and understand the relevant language in the Agreement. The purpose of the panel is to evaluate questions and circumstances in order to determine the correct job bidding seniority for a specific employee and ensure consistent application of the seniority definition in the Agreement. Any panel decision shall be final and binding on all Parties.

Neither the Employer nor the Agency will be liable for any travel expenses for any Union panel members who must travel for any panel meetings. In

addition, neither the Employer nor the Agency will be liable for any overtime costs as result of the Union's panel members attending panel meetings including travel time. The Agency shall not change an employee's shift/days off so the employee can participate in the panel. Where feasible, the Parties can agree to use Skype or telephone conference calls when the panel meets.

Rev: 2017

Section 9. Procedure for Changes to Shift/Days Off for Bidding.

- a. When the Institution seeks a schedule change to start/stop times and days off, the Institution's Assistant Superintendent/Security Manager or designee will provide the Union's local Union President written notice of proposed schedule changes before the bid.
- b. If, after fifteen (15) calendar days of bargaining there is no agreement, then within seven (7) calendar day counting from the end of the fifteen (15) calendar day period of bargaining the Union may submit a written demand to bargaining with the Department of Administrative Service Labor Relations Unit with a copy to the Institution's Superintendent.
- c. The Parties agree to waive the ninety (90) day period of bargaining and use of mediation under ORS 243.698 et.seq. and reduce the period of bargaining with the Department of Administrative Services Labor Relations Unit to fifteen (15) calendar days on the single issue of start/stop times and days off for the proposed schedule changes. The Institution will not implement the proposed schedule change until receipt of the arbitration award or if there is an agreement reached at some point during this process.

Section 10. Local Working Conditions by Functional Unit.

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.

The bid schedule will be correct and finalized at least seven (7) days prior to the start of the bid. 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. Proxy bids must be received prior to the start of the bid process.

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.) If two (2) or more employees have the same Agency security date, their seniority will be determined by lottery with a labor representative present.
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 two (2) years. 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.
7. Mental Health Infirmary staff are designated as exempt post. To fill/backfill these posts, management will seek memos from interested employees at least one (1) month in advance of the regular bidding. Once management selects the successful candidates those employees shall bid shifts and days off from the available positions in the Mental Health Infirmary if more than one (1) post exists for a particular classification. Once that process has concluded, those employees who have selected a shift and days off assignment in the Mental Health Infirmary will be removed from and will not participate in the regular shift and days off bid.
8. Shift and days off slots that are vacated within one-hundred and twenty (120) days of rotation date will be offered to interested staff using the following procedure. This shall be done as soon as is practical when an employee permanently leaves or is removed from the assignment through resignation, transfer, retirement, promotion, demotion, termination or death. In addition, job rotations or work out of classification opportunities that create open posts within one hundred and twenty days (120) of rotation date and whose duration lasts the remainder of the bid cycle shall also use this process. Employees will revert back to original posts when or if the assignment ends. Shift/days off slots opening sixty (60) days or less from the end of rotation will be assigned by management. The available slot will be posted and all employees can notify management of their interest within

seven (7) days. The assignment will be awarded to the staff member based on seniority as defined in Article 25, Section 8 of the Agreement.

Secondary shift/days off slots that are vacated through the above process will be offered to interested staff. To minimize the 'domino effect', back filling will stop after the second (2nd) staff member that is reassigned as a result of the original vacant shift/days off slot. Management will then use its right to assign to make any necessary adjustments to rosters to cover workload.

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. Voluntary Overtime – After the OIC determines that overtime is needed the OIC will determine the number of overtime posts available prior to assigning flex positions. The OIC will activate the voluntary overtime list and attempt to fill the vacant posts from the list, in seniority order. Employees interested in voluntary overtime will indicate on the voluntary signup sheets which classifications they are interested or qualified to work. The top of the voluntary overtime list will start with the first three (3) employees on the voluntary bucket list. Employees on their assigned Friday may work their voluntary bucket but cannot be mandated. 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 in classifications in order to fill the post. Management maintains the right to adjust the daily rosters. Employees who are not Armed Post Qualified regardless of classification cannot volunteer or be assigned to a post that requires APQ.
 - a. If a vacant officer post cannot be filled by someone in their classification the classification considered next will be corporal followed by sergeant.
 - b. If a vacant corporal post cannot be filled by someone in their classification the classification considered next will be an officer (if qualified) followed by a sergeant.
 - c. If a vacant sergeant post cannot be filled by someone in their classification the classification considered next will be a corporal followed by an officer if qualified.
2. Mandatory Overtime:
 - a. The Bucket – Overtime will first be offered to the first three (3) employees at the top of the bucket list. The bucket will be set up at the start of each bid cycle by shift and will rotate by the last date overtime was worked. When the use of the

voluntary overtime list and the all call is exhausted the OIC will activate the bucket list.

The employee at the top of the mandatory list shall be selected. This employee shall be able to select an open post or bump into any biddable post within their classification. If the employee selects the option of bumping within classification, they are not able to give away their 'bucket' and would be required to work that shift in that post. The employee bumped will be assigned by the OIC.

Once an employee has been mandated for overtime, or was number one (1) in the voluntary bucket list and not mandated, 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 an individual is mandated and is able to find another employee to work the entire overtime shift, the mandated employee will be moved to the bottom of the bucket list and the employee taking the bucket will be considered voluntary overtime and will only be able to select from the open posts.

Employees who work mandatory overtime shall be moved to the bottom of the mandatory overtime list.

- b. Employees who volunteer to work a minimum of thirty (30) minutes of overtime shift will be moved to the bottom of the mandatory overtime list. Employees 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 twenty-four (24) hours in advance of the bucket list being activated and ask that your bucket obligation be met). If an administrative error occurs in the assignment of overtime by the OIC, the Assistant Superintendent will work with the impacted employee to provide another opportunity to work overtime at a designated time agreeable to both Parties.

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.

3. Employees may provide the Employer with no more than two (2) accurate contact phone numbers, 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.
4. 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.
5. 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.

6. 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.
7. 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.
8.
 - a. 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). The bucketed employee must notify the OIC of the split, including the other staff member's name and the hours to be worked by both employees.
 - b. The employee who has volunteered for voluntary overtime is allowed to split the overtime. If the employee volunteering to work overtime chooses to split overtime, it is the employee's responsibility to find another person to split it with and the employee volunteering is responsible for coverage of the complete shift (i.e. the staff with whom the overtime is split does not come in, the employee volunteering for the overtime needs to finish the shift themselves or find someone else to come in). The employee volunteering for overtime work must notify the OIC of the split, including the other staff member's name and the hours to be worked by both employees.
9. 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).
10. Employees working in the 5% Flex Sergeant, Flex Corporal and Flex Officer assignments will not be included in the bucket.
11. Employees who are assigned to training due to voluntary, collateral duties and incur overtime will not be moved down in the bucket list. Employees who are assigned to training they did not volunteer for and incur overtime will be moved down in the bucket list at their request.

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. Trade requests must be received in the security office at least seven (7) days in advance.
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).
5. Failure to complete a trade may result in trade restrictions.
6. The OIC may approve trades initiated within the seven (7) day window.
7. Trial Service employees are restricted from Time Trades for their first six (6) months of employment. Emergent issues may be considered on a case by case basis by working with their Field Training Supervisor, Institution Staff Deployment and Institution Security Management to secure the time off.

Leave Requests.

After the security office receives a leave request, an approval or denial will be sent to the employee within three (3) business days. This applies to the requests submitted no more than six (6) weeks in advance.

Hospital Watch Meals.

1. DOC will work with hospitals or medical centers to make billing arrangements where an employee who works an eight (8) hour shift will be eligible to receive one (1) meal not to exceed eight dollars (\$8.00).
2. If there is no agreement between DOC and a hospital or medical center and the employee works an eight (8) hour shift, the employee shall be reimbursed by the Institution for the cost of a meal purchased by the employee not to exceed eight dollars (\$8.00).

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 trial 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.

Overtime:

Assignment of work to security series staff which exceeds their normal work schedule or as defined by Article 15 of this Agreement.

Voluntary Overtime - Assignment of overtime based upon a voluntary request by individual staff to work beyond their normal schedule.

Voluntary Overtime List - A list of all correctional series staff requesting to work voluntary overtime, which is maintained by the Security Manager or management designee.

Mandatory Overtime - Assignment of overtime by the Security Manager or management designee by which staff are required to work beyond their normal work schedule.

Mandatory Overtime Bucket List- A perpetual list of all correctional series staff in inverse order of the last date of overtime worked, maintained by the Security Manager or management designee.

Unscheduled Overtime - Overtime assignments made as a result of unexpected absences, vacancies, or additional work that is known less than twenty-four (24) hours in advance.

Seniority - Total length of continuous Agency (DOC) service in the security series unbroken by separation of employment of more than one-hundred and eighty (180) days.

Overtime Hours Calculation - Voluntary overtime assignments accepted and/or worked, plus assessed overtime hours, rounded up or down to the nearest hour

for the purpose of assigning overtime. Mandatory overtime hours worked will not be counted as overtime worked for the purpose of calculating voluntary overtime requests. Staff compensated for missed overtime opportunities will have those hours added to their overtime calculation for the month in which the work opportunity occurred upon written notification to the staff member and the local union.

Assessed Overtime Hours - Overtime hours counted against an employee when they accept an overtime assignment and subsequently voluntarily choose to not work the assignment.

It is recognized that the assignment of overtime will be made consistent with the requirement to maintain safety and security of the institution and the community. The intent is to assign overtime to all staff equitably.

Voluntary Overtime Sign Up Sheet/List

1. The Security Manager or Officer in Charge will maintain an overtime list showing who has worked or been assessed overtime hours with the date and number of hours worked. The overtime list will be updated continually and recalculated from zero at the beginning of each calendar month.
2. The Officer-In-Charge (OIC) will possess and make available the Voluntary Overtime List for staff to request overtime assignments at each shift briefing and throughout the work day in the OIC's office. Staff may contact the OIC by phone to add their name to the list.
3. Correctional series staff may add or delete their names from the Voluntary Overtime List in person at any time. Staff members and the OIC will place their initials on all deletions as evidence of removal.
4. When the Overtime list is activated the OIC will draw a line in red pen under the last name listed and write the date, time and initial it legibly. Any further names added below the line will be considered only after all of the names above the line have been called.
5. Voluntary Overtime Lists will be retained a minimum of sixty (60) days and will be available for staff to review.
6. Temporary hires will not be placed on the Voluntary Overtime Sign Up Sheet/List.

Unscheduled Voluntary Overtime— When required to fill unscheduled absences or unexpected workload, the Officer-In-Charge (OIC) will:

1. When the OIC becomes aware of the overtime opportunity, they will activate the Voluntary Overtime List and award the overtime opportunity to the most senior staff member who has signed up with the least amount of overtime hours for the calendar month. If staff requesting assignment have worked an equal amount of overtime, the most senior staff will be granted the assignment. Staff will be allowed thirty (30) minutes response time to accept or decline overtime opportunities prior to the OIC calling the next person on the Voluntary Overtime List. In all instances,

as long as time allows, the OIC will wait thirty (30) minutes from the first attempted contact, whether contact was made or not, before calling the next person on the Voluntary Overtime List. The OIC will call the primary phone number designated by staff. If there is no answer, the OIC will leave a message. If unable to contact the staff member after thirty (30) minutes has passed, the OIC will continue to the next volunteer on the list and allow the same opportunity until a volunteer is found or the list is exhausted of volunteers. This process will happen in all instances as long as time allows. The OIC will document the results of all contacts for each staff member that is contacted or attempted to be contacted. In the event overtime becomes available within four (4) hours prior to the scheduled work assignment, OICs may fill the overtime assignment with the first person to accept the assignment from the overtime list waiving the thirty (30) minute response time for staff to respond.

2. If no volunteers are located through the use of the Voluntary Overtime List, or if there is a no call no show situation at or during shift change – the OIC will skip section 1 above and, the OIC shall contact all staff on shift for volunteers as early as possible upon notice of overtime availability. If two (2) or more employees request the overtime, the staff member who has worked the least amount of overtime for the calendar month will be selected. If the amount of overtime is equal, the most senior staff will be assigned. In a no call no show situation at or during shift change that an all call from the previous shift does not produce a volunteer, the OIC will activate the mandatory overtime bucket list for the previous shift in accordance to the mandatory overtime procedures in this Article.
3. On-duty staff who volunteers for unscheduled overtime assignments will be notified of a decision thirty (30) minutes after the original announcement, or as soon as time permits after the thirty (30) minutes has expired. Any additional request from staff following the granting of the overtime assignment will not be considered.
4. If there are no volunteers from the shift within thirty (30) minutes, the OIC will inform the staff member who is on top of the Mandatory Overtime List they are required to remain until a staff member is located.
5. Once an OIC has notified a staff member they have been mandated, the OIC must attempt to contact all off duty staff to find a volunteer. A perpetual list, in seniority order, will be kept documenting calling attempts. Staff may submit an email to the Operations Lieutenant requesting to be placed on the overtime call list. A staff member who is mandated to work overtime will be moved automatically to the bottom of the mandatory overtime list after his/her mandatory time.
6. Staff may decline to work voluntary overtime.
7. Unscheduled overtime may not be assigned more than twenty-four (24) hours in advance of the shift to be worked. The intent is to allow as many staff as possible the opportunity to be considered for the available shift.

8. When staff are awarded voluntary overtime, they are not authorized to split the overtime with another staff member.
9. Once a staff member is contacted for overtime, they will not be contacted again until the list is exhausted.

Mandatory Overtime - All overtime shifts will first be assigned by the means of volunteers. If there are no volunteers, staff will be assigned to overtime from the Mandatory Overtime List as follows:

1. The OIC will announce in Muster and note on the Daily Roster, who is on top of the Mandatory Overtime (Bucket) List.
2. If the OIC is unable to cover a vacant work assignment with a volunteer, they may require the employee at the top of the Mandatory Overtime (Bucket) List to work the overtime.
3. Correctional Series staff will not be required to work a mandatory overtime on their last work day before their scheduled days off or before any scheduled leave, including trades. An employee, upon the first day of work after a scheduled bid vacation or scheduled bid vacation in conjunction with trades, will be exempt for the Mandatory Overtime (Bucket) List for that day.
4. Employees can split mandatory overtime assignments. No more than two (2) employees can split a shift. The employees must be qualified to perform the work assigned. It will be the responsibility of the employee wishing to split a mandatory overtime shift to find another employee to split the shift. If an employee is found to split the shift, the employee originally assigned to work the mandatory overtime assignment will inform the OIC. If the employee coming in to finish the shift does not report to work, the employee required to work the mandatory overtime will be required to finish the shift. The overtime for the relieving employee shall count as voluntary overtime.
5. Employees who work thirty (30) minutes or more of voluntary overtime will be moved to the bottom of the Mandatory Overtime List. The dates of all overtime worked will be recorded.
6. The OIC will keep a list of who has worked overtime with the date and how many hours worked.
7. New hire employees will be placed on the top of the Mandatory Overtime (Bucket) List upon completion of their initial five (5) week of Agency training and two (2) weeks of institution orientation and on-the-job-training.
8. Temporary hires will not be placed on the Mandatory Overtime (Bucket) List.
9. Staff who are compensated for missed overtime opportunities will have the hours credited as being worked in regards to their placement on the Mandatory Overtime (Bucket) List.

10. When two or more staff has been mandated to work and a volunteer has been located the last person mandated to work will be the first person to be released from duty unless mutually agreed otherwise between staff.

Medical Exceptions:

1. Correctional Series staff may be exempted from mandatory overtime assignment due to documented medical conditions. Such an exemption shall “normally be limited to a thirty (30) day period with extensions possible not to exceed a total of ninety (90) days, following continued improvement toward return to full unrestricted duty (full release from the attending physician).
2. Staff exempted from overtime will be noted as not eligible to work overtime, voluntary or mandatory.
3. The Security Manager or management designee will review the status of staff exempted consistent with DOC Policy 20.5.17.

Trades – The following current practices at CRCI are identified regarding time trades:

1. Failure to complete a trade may result in trade restriction guidelines as set forth below:
 - a. First time a trade is missed the person missing the trade will be given a warning.
 - b. Second occurrence in six (6) months will result in a one (1) month trade restriction.
 - c. Third occurrence within six (6) months will result in a six (6) month trade restriction.
2. Institution management has the discretion to approve time trades within the seven (7) day window for non-routine situations.
3. Employees who are scheduled to work a time trade on the following shift or a shift on the following day will be exempt from the Mandatory Overtime (Bucket) List. Implement this subsection for a six (6) month period starting on the effective date of the 2013-2015 agreement. At six (6) months, the Parties will meet to review the experience with this subsection. The provision will not continue unless the Parties agree otherwise.

Rev: 2017

Deer Ridge Correctional Institution

Employees who will have completed initial trial service by the rotation date and transfers who will begin working at DRCI prior to the rotation date, 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 Assistant Superintendent of Security will post

all available shift and days off at least thirty (30) calendar days prior to the rotation date. The list of employee assigned bid times will be posted fourteen (14) days prior to the actual bid.

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

1. 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.
2. The Tool and Key Control duties will be assigned by management. This provision will end when DRCI Medium facility opens and a dedicated Tool and Key position(s) become part of the DRCI staffing plan.

Section 1. DRCI Shift Bid Process

Until the medium facility is activated, the process and the order of bidding positions shall be as follows:

1. Bidding shall occur in the following order: Officers, Corporals and then Sergeants shall bid according to their time in classification seniority.

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 fourteen (14) 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 specific daily work schedule for valid cause.

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

Section 2. Mid Shift Rotation Bid Assignment Process.

Shift and Days off slots that are vacated within one-hundred and twenty (120) days of rotation date will be offered to interested staff using the following procedure. This will be done as soon as is practical after Management believes a slot will be vacant (i.e. after incumbent accepts another position, job rotation, submits a notice of retirement, etc.) Slots opening sixty (60) days or less from the end of rotation will be assigned by Management.

For efficiency and to allow staff the longest possible opportunity to work in the available slot, Management may begin recruiting letters of interest prior to the slot actually being vacated. Should unforeseen circumstances cause the slot not to open up as anticipated, Management will simply rescind the recruitment (or award).

Management will request responses from interested staff by sending out an email to all Security staff. The recruitment will remain open for a minimum of seven (7) days and a close date will be specified.

The intent is to award the open shift and days off slot to the highest senior employee that submits their interest within the classification created by the vacancy. If no one in that classification

submits interest, then management may make the open shift and days off opportunity available to other classifications if appropriate.

The assignment will be awarded to the staff member with the highest Bargaining Unit seniority using the seniority list effective on the close date of the recruitment notice.

Secondary Shift/Days Off slots that are vacated through the above process will be offered to interested staff using the same process. To minimize the “domino effect” back filling will stop after the third (3rd) staff member that is re-assigned as a result of the original vacancy (i.e. the initial recruitment is # one (1), back fill for them is # two (2), back fill for the # two (2) is the third (3rd) and final of the process). Management will then use its right to assign to make any necessary adjustments to daily rosters to cover workload.

Section 3. Assignment of Overtime

This Section supersedes Article 15, Section 9.

Voluntary Overtime Assignment Process

Subsection 1. Overtime Known in Advance.

- a. The Institution and ISDS will produce a list of known vacancies in the forecasted roster schedule which will include the rank and the assignment for a sign up list. This list will be available at each shift briefing and otherwise in the OIC’s office for the purpose of providing an opportunity for staff to review and sign up for voluntary overtime that they are willing to work.
- b. Each known vacancy forecasted will have sufficient space for interested employees to sign their willingness to work the position on that specific shift on voluntary overtime.
- c. Seventy-two (72) hours in advance of the vacant shift, no added signups will be allowed. The senior or highest AFSCME bargaining unit time in classification employee of the classification of the position who indicated their interest fulfilling the assignment will be assigned the overtime. If no employee of that classification signs up, the overtime opportunity will be assigned to the employee with the highest AFSCME bargaining unit time regardless of classification.
- d. If a known vacancy develops with less than seventy-two (72) hours advanced notice, it will be added to the known vacancy list and filled by the most senior or highest AFSCME security bargaining unit time in class employee that signs up and secured at twenty-four (24) hours of the expected vacancy.
- e. Overtime of less than twenty-four (24) hour notice or that has not yet been filled by the above process will move to the Section 2 process below.

Subsection 2. Overtime on Next Shift.

- a. During each shift briefing, as well as during the shift, employees may indicate their willingness to work voluntary overtime on the following shift for any unexpected openings (i.e. Call Ins, Medical Trips, or Hospital Watches).

- b. Should unexpected openings occur on the next shift, the OIC will contact the senior or highest AFSCME security bargaining unit time in classification employee of the relevant rank that indicated their willingness to work voluntary overtime on the next shift to verify if they will work the overtime opportunity. If no employee of that specific classification signed up or accepts, then the same process of Section 1(c) above will apply.
- c. If no employee signed up for unexpected openings or none accept the assignment then the current and prefilled out at home call list process will be used. If there are still no employees who accept the unexpected opening, the OIC will proceed to the mandatory overtime process.

Subsection 3.

Employees will have access to a resource list of employees who are willing to be contacted by other employees to split an overtime shift. That list shall be kept together with the voluntary overtime list. Employees shall be responsible for securing another employee to work the other half of the shift or they will be responsible for working the entire shift. The accuracy of the list will not be subject to the grievance procedure.

Subsection 4.

If an employee reports an error in the assignment of voluntary overtime within forty-eight (48) hours, the Institution will review the matter and verify if an error has occurred. The Institution will then work with the employee to find another overtime opportunity outside of the regular roster assignments within twenty-one (21) calendar days from the date of the verification of the error. The Institution will not correct errors if any employee has not reported any verifiable error within forty-eight (48) hours and shall not be eligible for any overtime pay for time not worked. (The intention of the language of this section is that if you are skipped/missed for OT Management will find something for you to do on overtime i.e., inventory property, searches, etc.)

Subsection 5.

Represented Security employees working in represented Job Rotation or Work Out of Classification assignments outside of the DRCI Local 745 will not be eligible to sign up on the voluntary overtime list. Except for instances where no other volunteers are available, these employees may volunteer to work overtime with the supervisor's advance approval.

- a. Security employee working on a work crew, hospital watch or any other crew outside the institution will not be precluded from signing up on the voluntary overtime list or entering into a split shift arrangement with a co-worker to fill an overtime shift once they return to the institution.
- b. Management retains the right to assign, schedule and determine the processes for accomplishing work pursuant to the Collective Bargaining Agreement.
- c. Voluntary overtime may be denied for valid cause.

The Mandatory Overtime List

- a. There will be two (2) Mandatory Overtime Lists. The first list shall be comprised of all Sergeants and all Corporals and the second list will be comprised of all Officers. Mandatory overtime will be assigned to the classification of the post that created the overtime on the roster. (i.e., a Sergeant post assignment opening will

be assigned to a Sergeant or Corporal. An Officer post assignment will be assigned to an Officer). If the Institution exhausts a security unit mandatory overtime list the Institution will then use the other security unit mandatory overtime list to fill the assignment(s).

- b. The applicable Mandatory Overtime List(s) will be used only after the Voluntary Overtime List has been exhausted and management has failed to find a volunteer to fill a required slot.
- c. The Mandatory Overtime Lists shall be created at the start of each shift bid rotation and shall be in Inverse seniority order defined by total AFSCME bargaining unit time.
- d. The OIC will review and maintain the Mandatory Overtime Lists on each shift. The OIC shall notify the top two (2) Officers and the top one (1) of the Corporal/Sergeants on the respective Mandatory Overtime Lists who are at work at the start of each shift or reach that status during a shift.
- e. Staff moves to the bottom of the mandatory overtime list when any of the following circumstances occur:
 - 1. They have reached number one (1) on the list and were assigned mandatory overtime or they were not required to work mandatory overtime.
 - 2. They volunteered and worked three and a half (3.5) hours or more of Overtime.
 - 3. They volunteer for the next shift and work three and a half (3.5) or more hours of voluntary overtime.
 - 4. When they find another employee to act as a replacement for their mandatory overtime shift.
- f. Exceptions to being bucketed or assigned mandatory overtime include:
 - 1. Employees shall not be placed on the Mandatory Overtime (Bucket) List on any day preceding their scheduled days off (their 'Friday'), the day before a scheduled bid vacation period, or a previously approved vacation or sick leave day off.
 - 2. Those employees who are working a trade comprised of two consecutive shifts (a double).
 - 3. Those employees who are on their first day back from scheduled vacation or their last day prior to their scheduled trades which are adjacent to their scheduled vacation or five (5) or more consecutive trade days off (false Friday).
 - 4. An employee who is assigned on a work crew, hospital watch or any other crew outside the institution will not be bucketed for that respective day.

- g. No employee shall be required to work more than sixteen (16) hours of overtime per week unless there is an emergency or valid cause.

Section 5. DRCI Fire Crew

1. Eligibility.

- a. Employees must be off initial trial service to participate in the fire program.
- b. Employees who volunteer for fire assignments shall be required to complete all fire related trainings including to pass a pre-seasonal test prior to the start of the fire season.
- c. The Institution will solicit interest from all security staff. The Institution will establish a list of up to ten (10) active fire crew participants from those on last season's list and if needed any new applicants for the upcoming fire season. Additional employees who expressed interest will form an inactive fire crew list in order of AFSCME bargaining unit seniority. The Institution will provide training to active and inactive participants as needed.
- d. The Institution will utilize and rotate through the active list throughout the fire season. Employees on the inactive list will not be activated unless needed to replace an active fire crew participant that has been removed (voluntarily or for cause) or it is necessary to activate beyond the ten (10) member active list.

2. Deployment.

- a. Employees on the active fire crew list shall provide the Institution one (1) telephone number they can be reached at any time day or night. If the employee does not answer the phone call from the Institution or return the call within fifteen (15) minutes the Institution will move to the next employee on the list. If the employee who was passed over calls later, the Institution will assign this employee provided the assignment has not yet been filled.
- b. As a condition of accepting a fire crew assignment the employee must be able to arrive at the facility within one (1) hour or at a later time determined by the Institution.
- c. At the request of the wild land fire representative an employee, fire line, camp support officers may be moved to different locations after initial deployment. As determined by the wild land fire representative deployed employees/fire crew supervisor may be housed at the facility or in the field. This shall not affect the employee's ability to remain out with their initial assignment. In the event a fire line, camp support officer is moved to a different location within the current fire complex, the officer will have the option to stay on the assignment or be replaced.
- d. If an employee turns down three (3) offers of assignment within a season, the employee's name will be removed from the active fire crew list and placed in seniority order on the inactive fire crew list.
- e. Employees unavailable for deployment because of vacation, consecutive time trades of five (5) or more days or DOC work related assignments can notify the

Institution in writing of the time period in which they will not be available for deployment. When they become available for deployment they will again notify the Institution in writing and they will remain in the same relative position on the list until they return.

3. Time Trades.

- a. Employees with time trade agreements scheduled prior to the deployment, must obtain agreement from all parties to change the trade dates or cancel the trades. If an employee fails to rectify pending time trade agreements within thirty (30) minutes of accepting a fire assignment, the employee will forfeit their turn to be deployed and be moved to the bottom of the list.

4. Cancellation of a Fire Assignment.

- a. In the event an employee is contacted and accepts a fire assignment and the employee is notified the fire assignment has been cancelled prior to arriving to the fire location, the appropriate voluntary fire call list will resume with the employee whose assignment was cancelled.
- b. Removal from the list.
 - I. An employee will be removed from the active fire crew list for the following reasons:
 - (1) Staff may remove themselves from the list by notifying the Institution in writing.
 - (2) When an employee removes themselves from the list and have not been deployed, they will return any issued equipment.
 - (3) Staff removing themselves will have the option of being placed on the inactive fire crew list in seniority order or total removal.
 - (4) The Institution may remove an employee from the active fire assignment list for disciplinary reasons or inability to perform the assigned duties.

Rev: 2017, 2019

Eastern Oregon Correctional Institution

1. Bidding Process.

- 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 Sergeant Post Two (2) Year Exempt
Assignment Office 241-2
Segregation Property Officer
Property Corporal

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, with the exception of Tool and Key, at which time the incumbent employee must return to a bid position or apply for another exempt post. 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. The Recreation Sergeant (Post #62-2) and the Inmate Activities Officer (Post #205-2), both on second shift, will be one (1) year bid posts. In an effort to ensure continuity, these posts will not rotate on the same bid cycle whenever possible.

- f. The following posts will be designated as Training Posts:

First Shift- RDO 9 (F3, F4, G2)
 Flex 1
 Flex 4

Second Shift - Flex 15
 Flex 18
 Flex 22
 Flex 23
 Flex 24

Should the Oregon Department of Corrections implement a security hiring freeze, all of the above posts will be available for Seniority bid for the following, and any subsequent Post Bid Rotation as long as the security hiring freeze remains in effect. No employee on initial trial service will be placed in an armed post.

- g. When a Bid Post becomes open for a reason such as retirement, promotion or transfer, it will be filled by seniority, or by being made available to the person next in seniority who desires it by memorandum of interest. This process will be completed within thirty (30) days of a Bid Post vacancy unless the vacancy occurs in the last thirty (30) days of the rotation. This process does not include Exempt Posts and will not apply to Bid Posts which become vacant as a result of this process. When an employee receives a memo post, the employee cannot memo into another post during that bid cycle.
- h. 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.
- i. 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.
- j. 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 gets bumped from their current post, the employee may bid the post again, but can't bid the post more than twice in a two (2) year period.
- k. 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.
- l. 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.
- m. The Union shall be notified of any special assignments within the institution prior to implementation.
- n. All posts not specified as exempt will be bid posts and any posts that are left open from the bid can be filled at the discretion of the Institution.
- o. Time trades shall be completed within a ninety (90) day time period as per Section 7 time Trades of the General Article 25. If both dates fall within the same bid rotation, the time limit will be extended to up to one hundred eighty days (180).
- p. Before the Institution implements its contingency plan related to the addition of emergency beds, the institution will notify the local union president and provide the opportunity to discuss and offer input.

- q. Security staff who bid a five (5) day a week or a relief armed observation tower post (Post #77-2, 78-2, 77-3, 78-3, RDO 13-2 and RDO 33-3) will be assigned a mini 14 scoped rifle at the start of each rotation. Each mini 14 will be properly sighted in by a qualified range master prior to assignment and rechecked monthly.
- r. After employees successfully bid their posts per Article 25 (EOCI), or failing to successfully bid, are assigned a post, the following conditions apply:
 - 1. Change in Shift/Days Off
 - a. The Assistant Superintendent of Security 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 change.
 - b. 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.
 - c. Should the Committee determine that a change of shift and days off was not for valid cause, the employee shall receive RFM differential for the entire period of the assignment.
 - d. The decision of this committee will be final and binding on both Parties.
 - 2. Change in Job Assignment
 - a. The Employer retains the right and discretion to change an employee's job assignment within the employee's bid shift/days off. However, 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.
 - b. Should the committee determine that this change of assignment is not valid cause, the superintendent shall take appropriate action as necessary.
 - 3. Labor/Management Resolution Committee. The above Labor/Management Resolution Committee shall consist of five (5) members. Two (2) management members will be selected by the AFSCME Council 75 representing. 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 can't be pursued through the grievance procedure.

- s. The Institution will attempt to ensure that staff who bid flex will be left on their bid shift and days off the week of vacation and the week following. In no case will the vacation be shortened as a result of unavoidable assignment changes.

2. Overtime Assignments.

- a. When there is a need for overtime work, the following steps will be followed:

- 1. The weekly overtime list will be given first (1st) priority to fill any overtime.
- 2. Daily overtime list will be assigned second (2nd) priority to fill any overtime assignments. As with voluntary overtime, Sergeant posts will be filled by Sergeants/Corporals first (1st) and Officer posts will be filled by Officers first (1st). The first (1st) staff on the list will have the first (1st) pick of available posts. The second (2nd) staff on the list will have second (2nd) pick of the available posts and so on until all posts are filled.
- 3. On the job training Officers (OJT) can be pulled from their assigned post and placed in another post in order to allow the post to be used to fill an overtime assignment that other staff may want to work.
- 4. Staff assigned as 'Flex' can be pulled from their assigned posts and placed in another post in order to allow the post to be used to fill an overtime opportunity that other staff may want to work.
- 5. Corrections Officers, Corporals and Sergeants can voluntarily relinquish his/her post and be placed in another post in order to allow the post to be filled by another staff member.
- 6. Corrections Officers may trade with Corporals and Sergeants provided they are qualified to perform the duties. (Any MOT assignments do not matter).
- 7. Correctional Officers cannot be assigned to work as a Corporal or Sergeant when there is MOT, but employees not on shift still can volunteer to work these posts (except for number 6 above).
- 8. When there is sufficient staff available to work overtime on a shift, staff will be sent home in the following order (the last staff assigned will be the first (1st) staff relieved in each category's below):

- i. Employees assigned mandatory overtime;

- ii. Employees from solicited overtime;

- iii. Employees assigned overtime from the daily overtime signup;

- iv. Employees on the weekly overtime signup.

- b. Mandatory Overtime (Bucket Procedure)

The updated bucket list will be maintained on the computer. The OIC or AOIC is the person responsible to update the Bucket List, and will confirm the identity of

the bucket person for their shift within one (1) hour of the beginning of their shift. In the event that more than one (1) person is needed, the OIC or AOIC will notify the second bucket staff as soon as number one is assigned. The OIC or AOIC will record the appropriate information on the bucket list immediately following Roll Call and at the end of their shift when necessary.

1st Shift OIC will determine the 1st Shift bucket and 6:10 a.m. – 2:40 p.m. bucket.

2nd Shift OIC or AOIC will determine the 2nd Shift bucket.

3rd Shift OIC or AOIC will determine the 3rd Shift bucket (the 2:30 p.m. – 11:00 p.m. and 4:10 p.m. – 12:10 a.m. bucket lists have been combined).

In an effort to allow staff the opportunity to better control when they work overtime, staff that volunteer to work overtime will have that date placed in their column to count as their bucket day. If two (2) or more staff have the same bucket day, then the staff that last worked overtime will be placed at the bottom of the list for that day unless the Institution needs a staff member who is APQ qualified. This will serve the same purpose as if they had been placed into the bucket on that day.

As such, they will not be considered for the bucket again until all others have had their turn in the bucket.

This applies to staff that sign up for overtime and are not needed. This does not apply to the hospital watch sign-up when available. When volunteering as a result of solicitation, no minimum time worked is required.

Flex staff assigned to long term assignments (two (2) or more weeks in a row) will receive notice seven (7) days in advance of their assignment. They will be exempt from being assigned in the bucket list the first (1st) seven (7) day period of the assignment. When Flex staff is returned to his/her bid post or if their next assignment continues with the same shift and days off, he/she will be eligible for the bucket list.

Staff will not be placed into the bucket on their Friday or the day prior to a scheduled vacation day, or the day before or after their vacation. If a staff member is notified they are in the bucket, and one of these situations apply, they will notify the OIC or AOIC within one hour so they can be removed from the bucket and the next person can be notified.

It is the responsibility of the OIC or AOIC to contact the staff as early as possible in their shift when the staff will be required to work mandatory overtime.

A volunteer overtime list shall be developed and maintained on a daily basis by the OIC or AOIC. This list will be on a first come, first served basis. This will not count towards the bucket if no work is available. If an employee volunteers for an overtime opportunity and:

1. Within two (2) hours before the actual overtime opportunity is to start the employee notifies the Institution he/she will not work, and,

2. Where such notice requires the institution to assign an employee mandatory overtime for that post, and,
3. There is no bona fide emergency or no OFLA/FMLA qualifying event, then,
4. The employee not working the voluntary overtime will not be assigned voluntary overtime for thirty (30) calendar days from the date of notice.

When a shift change occurs, the date of the staff member's last bucket day, regardless of their previous shift will be transferred to the new list.

The OIC or AOIC will make a reasonable attempt to contact all staff on shift to solicit overtime. When it is discovered that a staff member will be held MOT, the OIC or AOIC will make a radio announcement to all staff, and a phone call to DSU soliciting OT due to the use of a bucket.

One hour is the minimum amount of time required to work overtime to qualify for the bucket list exemption. This will include institutional emergencies (lock downs) and hospital watch. Time in training and attending Institution meetings will not count toward the bucket list exemption.

A staff member is accountable to the bucket until the end of their scheduled shift.

Staff will only be held in the bucket within their job classification, unless there are no reasonable alternatives. Corporals will be considered the same classification as Sergeants for the bucket list.

When updating the bucket list, a color system will be used. Black will indicate bucket day, red indicates MOT, and blue indicates VOT.

C. Voluntary Overtime (Overtime Sign-up)

- The overtime sign-up rotates shifts in order for every shift to have the first opportunity to sign up. Therefore, staff who bid the shift the sign-up is on will have first priority for thirty (30) minutes.
- It is the responsibility of the OIC or AOIC to contact staff who have signed up for overtime if that staff member will not be needed. This contact must be made at least six (6) hours prior to the start of the scheduled shift, to account for travel and prep time. If unforeseen events create the need for less than six (6) hours notice, then the employee will be offered placement at the top of the daily overtime list. If more than one employee is canceled they will be placed on the daily overtime list in seniority order. If called in, the employee(s) shall be offered the choice of the original planned overtime post or the other vacancy.
- The OIC or AOIC will use the updated contact number on file. If a staff member will not be available to receive this call, they must contact the OIC or AOIC prior to reporting for work.
- When a staff member signs up for overtime in a classification other than theirs, they are subject to being "bumped" by a staff of that classification up to 48-hours

prior to the scheduled shift. For this purpose, Corporal and Sergeants are considered to be in the same classification.

- The OIC or AOIC in control of the sign-up will notify the staff that has been bumped by phone and Institution email.

For purposes of planned overtime, if a Flex is assigned to work a shift, other than their bid shift, for more than five (5) days they will be considered as bidding that shift.

Rev: 2017, 2019

OSP Minimum Facility*

**This language is not operative while the facility is deactivated.*

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:

1. Tool and Key
 2. Up to three (3) shift and day off assignments may be designated on each bid cycle for training.
 3. 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 retention 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.
 - a. Employees will submit their bid to the Institution Staff Deployment Coordinator (ISDS) or designee in seniority order each fifteen (15) minutes until all employees have the opportunity to bid. The Parties shall meet to review the mechanics of the bidding procedure.
 - b. Employees may bid in person, by telephone, or by proxy and may submit their bid form to the ISDS Coordinator prior to their bid window, however once a bid form has been submitted it cannot be changed.
 - c. The proxy bid sheet will provide a space for the employees first, second and third choice. If the employees first choice has been taken by another more senior employee the second choice will be used. If the employees second choice has been taken by another more senior employee the third choice will be used. If all of the choices listed on the proxy have been taken by other employees the bid will continue as if the employee missed their bid window. At the conclusion of bidding, but before the bid is posted the

employee will have a choice of any vacant posts left rather than being assigned by management.

- d. Any staff member who misses their bid window will be afforded the opportunity to bid between the next available time slots after reporting to bid. However, they will not be allowed to bump another staff member from a posted bid. No bids will be accepted after the last time slot available to bid.
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. Employees may exercise the option to move down from their designated seniority slot in order to bid later in the bid process. Employees desiring to exercise this option shall notify the ISDS Coordinator in writing prior to the commencement of the bid process and identify the bid slot number where they will bid.
3. With the approval of local labor/management split shifts may include a work schedule wherein an employee works more than eight (8) eight (8) hours in a twenty-four (24) period without any shift change penalty. Employees who successfully bid or are assigned to a Flex position shall secure a shift through the bid process and shall revert back to the shift 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.
5. Shift and days off schedules that become vacant within ninety (90) days of the rotation due to retirements, transfers, job rotations, new security positions, etc. will be offered to employees. This will be done as soon as practical when the shift and days off work schedule will become vacant. Local labor/management team will determine the mechanics of filling vacant work schedule(s). Work schedules that become vacant thirty (30) days or less prior to the next bid rotation will be assigned by local management.
6. Employees who retire may retain and utilize their seniority for securing a shift and days off work schedule for only the bid cycle immediately following the employee's retirement date.
7. Employees on unprotected leave without pay status as defined by Article 34 and 37 shall not be eligible to bid a shift and days off work schedule.

b. Holiday Off Procedure

1. Employees may submit leave requests for holidays off. Unassigned flex staff and work crew officers on their assigned shifts may be utilized to relieve other employees who have requested the holiday off. Holidays off will be awarded on a first come first serve basis.
2. Veterans Day will be the exception to the holiday off process. After the facility has first accommodated veterans request for time off section b(1) will be followed to accommodate other holiday off requests.

c. Time Trades

1. Time trades may be submitted within seven (7) calendar days before the first trade. The request must be submitted to the OIC in writing on the designated form and must be complete at the time of submission. Supervisors shall not withhold approval of a trade without valid cause.
2. Employees who submit time trade forms with inaccuracies or fail to work a time trade will be subject to but not limited to time trade restrictions.
3. Employees with documented medical restrictions will not be allowed to enter into time trade agreements until the employee has received a full medical release.
4. If the OIC has reviewed the facility's operational needs and determines there is sufficient staffing to make a vacation day off available to staff, the staff on shift and not working a trade will be given the opportunity to take an unscheduled vacation day pursuant to Article 32, Section 14(j)(PRCF) at subsections (e) and (f). The employee will submit a leave request time stamped by the OIC or ISDS Coordinator and the opportunity will be offered on a first come first served basis. If, after the above process is completed, there are available unscheduled vacation time available, then the employee working a trade will be considered using the same process as above.

d. Inmate Work Crew Supervisors.

1. Employees assigned as full time inmate work crew supervisors will be required to alternate between the following work schedules according to the contractual needs of the Inmate Work Crew Program: 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."

e. 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).

f. Security of Personal Property.

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

Distribution of Voluntary and Mandatory Overtime:

g. Scheduled and Unscheduled Overtime:

1. 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.
2. One attempt per employee will be made utilizing the contact phone number(s) until an employee is identified to fill the voluntary overtime assignment.
3. 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.
4. When contacted the employee will be required to accept or deny the entire overtime assignment.
5. Employees accepting a voluntary overtime assignment must complete a minimum of two (2) hours of the overtime they accepted. Employees accepting a voluntary overtime assignment may contact other employees to cover any portion of the remaining overtime. Employees on a mandatory overtime assignment may contact other employees to cover any portion or all of the mandatory overtime assignment.
6. 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.
7. When a voluntary overtime assignment is shared between employees, it is the responsibility of the employee who accepts the entire overtime assignment or any

portion thereof will immediately notify the OIC as to who will be reporting to work the remaining overtime assignment.

8. 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.
9. 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.
10. If an administrative error occurs in the assignment of overtime by the OIC, the Institution Security Manager will work with the impacted employee to provide another overtime opportunity independent of the regular overtime opportunities for filling vacant assignments at a designated time agreeable to both parties.

h. Mandatory Overtime List (The Bucket):

1. The Bucket List is intended to be a fair way of allocating mandatory overtime among employees.
2. The OIC will notify the employee designated as the bucket employee being on shift/duty.
3. 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.
4. 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.

i. Voluntary Overtime Call List

1. 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.
2. The employer shall maintain three (3) voluntary overtime call lists, one for each shift.
3. 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.
4. 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.

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

j. Short Extension of Shift

In the event a short extension of a shift is required to complete a task (not to exceed one and one half (1 1/2) hours) the OIC will first offer the short assignment to the designated bucket employee. If the bucket employee declines the short assignment, the OIC will contact employees on shift with an announcement over the radio that overtime of a short duration is available and if interested, to contact the OIC. If no employee on shift accepts the short assignment, the OIC will follow the normal process to complete the work.

k. Definitions.

1. Seniority for the purposes of this agreement is defined as total time in the AFSCME Bargaining Unit in the Security Series.
2. Employee(s) for the purposes of this agreement is defined as PRCF Correctional Officers and Correctional Sergeants.
3. A proxy bid form/sheet for the purposes of this Agreement is a form to be utilized by employees who choose to forgo their designated bid window to select a bid shift and days off work schedule.

PRCF Wild Land Fire Support Program

l. Eligibility

1. Participation in the PRCF fire program is voluntary. Employees must be in good standing at all times in order to participate in the fire program. Employees who would like to be considered for PRCF forest fire program shall submit a letter of interest to the PRCF Fire Program Manager or designee at the designated time.
2. Employees must be off initial trial service to participate in the fire program. This provision may be waived by the PRCF Fire Program Manager or designee.
3. Permanent employees are required to have been assigned to PRCF for a minimum of six (6) months to be eligible to participate in the fire program. This provision may be waived by the PRCF Fire Program Manager or designee.
4. Employees who volunteer for fire assignments shall be required to complete all fire related trainings and to pass a preseasonal pack test prior to the start of the fire season. The successful completion of the pack test is for the purpose of ensuring staff safety and accommodating potential emergent and temporary deployment needs that may occur. Employees assigned to Camp Support who are temporarily used for emergent Fire Suppression duties will be relieved by an employee from the designated Fire Suppression list at the earliest opportunity.

m. Fire Crew/Camp and Lunch Delivery Assignment Call Lists.

1. Employees who have completed required training may request to have their name removed or added to the appropriate voluntary fire assignment call lists at any time. An employee will be required to make such notifications in writing to the

PRCF Fire Operations Manager or designee. The PRCF Fire Program Manager or designee will have five (5) calendar days to complete the employee's request.

2. Employees will be listed in seniority order on the appropriate voluntary lists.
3. When a fire crew, fire camp supervisor or lunch delivery assignment is requested, the OIC will attempt to contact employees on the appropriate voluntary fire assignment list starting with the next employee below the last employee contacted and who accepted the previous fire assignment.
 - a. There will be two (2) primary lists that employees may sign up for:
 - i. Fire Suppression.
 - ii. Camp Support.
 - b. The primary list related to the ODF request for a crew type or operational need will be utilized first and employees will only be moved on the list by accepting or declining deployment.
 - c. Upon exhaustion of the primary list, the OIC may seek volunteers from the other list but will be completely voluntary so that accepting or declining will not cause any movement on the alternate primary list.
4. Employees may provide the employer with no more than two (2) contact phone numbers. The employee will provide contact number(s) to the PRCF Fire Operations manager or designee in writing. Each phone number will be attempted once before continuing down the list.
5. When contacted an employee must accept or refuse the fire assignment.

n. Deployment

1. Employees who accept a fire assignment will have forty-five (45) minutes to report to the facility and be prepared to depart. Failure to report to the facility within the designated timeframe shall result in the assignment being re-assigned to another employee.
2. At the request of the wild land fire representative an employee/fire line, camp and mobile kitchen crew officers may be moved to different locations after initial deployment. As determined by the wild land fire representative deployed employees/fire crew supervisor may be housed at the facility or in the field. This shall not affect the employee's ability to remain out with their initial fire line assignment.
3. In the event a fire line, camp or mobile kitchen crew officer is moved to a different location the officer will have the option to move with the camp/kitchen or be replaced.
4. Employees may remain on a fire assignment up to twenty-eight (28) days provided any scheduled vacation time is returned within fourteen (14) days prior to their scheduled vacation time. (Clarification: An employee may remain on a fire assignment for up to twenty-eight (28) days, however, an employee who has a

vacation scheduled within fourteen (14) days of being deployed on a fire assignment (fire-line, camp, mobile kitchen) will not be deployed and if an employee has vacation scheduled while on a fire assignment, the employee is required to turn-in said vacation within fourteen (14) days of the start of the vacation).

5. In the event a mobile kitchen support crew assignment is needed the voluntary fire camp supervisor call list will be utilized.

o. Cancellation of a Fire Assignment

In the event an employee is contacted and accepts a fire assignment and the employee is notified the fire assignment has been cancelled prior to the employee departing the facility, the appropriate voluntary fire call list will resume with the employee whose assignment was cancelled.

p. Staff Relief for Standalone Fire Line Crew

When it's determined that a standalone fire line crew will remain out overnight the employer will dispatch an employee utilizing the fire camp supervisor call list to provide relief to allow for the crew supervisor(s) the ability to acquire adequate rest prior to returning to the facility or to continue fire related work.

q. Camp Leader for Standalone Fire Line Crew

When it's determined that PRCF will maintain a standalone camp, the employee with the most total time at the institution shall be designated as the camp leader, however, it is understood that all employees will work together to accomplish and support the mission of the agency.

r. Time Trades

Employees who have time trade agreements pending prior to the deployment both Parties must agree to change the trade dates or cancel the trade. If an employee fails to rectify pending time trade agreements within fifteen (15) minutes of being contacted about a fire assignment, the employee will forfeit their turn to be deployed.

s. Definitions

1. Seniority for the purpose of the fire crew/camp and mobile kitchen assignments is defined as total time in the AFSCME Security Bargaining Unit.
2. Seniority for the purpose of the fire lunch delivery assignment is defined as total time in an AFSCME DOC Bargaining Unit.
3. Employee(s) for the purpose of this procedure is defined as PRCF Correctional Officers and Sergeants.
4. An employee will not be considered in good standing when an employee is under formal investigation, an employee is issued a letter of statement for violations specifically involving wild land fire post orders, policies or procedures or an employee has an active letter of reprimand or higher discipline for any reason.

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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 shift and days off and potential assignments. Bidding will occur every six (6) months, becoming effective on the first Sunday of March and September except for the Tool and Key Corporal assignment which will be for one (1) year. 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 Institution's Management may only remove or deny an employee from a daily work schedule for valid cause.

Overtime Assignment

Definitions:

Overtime: Assignment of work to security series staff which exceeds their normal work schedule as defined in Article 15 of this agreement.

Voluntary Overtime: Assignment of work based upon a voluntary request by an employee to work beyond their normal work schedule.

Voluntary Overtime List: A list of all correctional series staff regardless of classification who are requesting to work voluntary overtime, which is maintained by the Security Manager or designee.

Mandatory Overtime: Assignment of overtime by management by which staff are required to work beyond their normal shift that was unable to be filled by voluntary means.

Mandatory Overtime List: A perpetual list of all correctional series staff regardless of classification in inverse order of the last date of overtime worked, maintained by the Security Manager or designee.

Scheduled Overtime: Planned absences or special assignments known in advance.

Unscheduled Overtime: Overtime assignments as a result of unexpected absences, vacancies or work that is unknown that is one (1) shift in advance.

Seniority: Seniority for the purpose of assignment of voluntary overtime hours shall be the same as the definition of seniority under Article 44, Section 4 of the Agreement.

Opportunity: Opportunity means an employee is asked in person by the Institution or is called by telephone and offered an overtime assignment.

Voluntary Overtime

- 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 for each shift and then in the Lieutenant's office. The voluntary overtime list will also be viewable on the P: Drive. 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. The Agency may begin assigning people from the voluntary overtime list one (1) workday or twenty-four (24) hours 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 on any shift the overtime will be first offered to the employees who are signed up on the voluntary overtime list. Once the employee has accepted, worked or declined a voluntary overtime opportunity, they will be moved to the bottom of the voluntary overtime list. Employees returning from deployment on a Fire Crew will be rotated to the bottom of the voluntary overtime list. If the employees signed up on the voluntary overtime list are not interested in the overtime, or if there is a valid reason for denial of the opportunity to those employees, then the employer will make the overtime opportunity available to other post qualified employees on shift who didn't sign up on the voluntary overtime list.
- b. Once an employee has worked one (1) hour or more of voluntary overtime they will be move to the bottom of the voluntary overtime list. A staff member cannot work or be assigned another overtime until everyone on the voluntary list has had an opportunity to work an overtime shift. If a staff member works or declines an overtime assignment; it will still serve as an afforded opportunity to work. In all cases where a staff had a voluntary overtime opportunity they will be rotated to the bottom of the voluntary list.
- c. 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.
- d. If circumstances require a short extension of the shift to complete a task, the Agency may involuntary 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.

Mandatory Overtime:

- a. The Agency will announce the top three (3) employees who are on the mandatory overtime list within one (1) hour of the start of the shift from the employees able to be assigned mandatory overtime. 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 of last overtime worked and based on inverse classification seniority. Any overtime of one (1) hour or more will move the affected employee to the bottom of the mandatory overtime list. Employees returning from deployment on a Fire Crew will be rotated to the bottom

of the mandatory overtime list. Staff will not be required to work mandatory overtime on their Friday, their scheduled days off, or if they have already worked a mandatory overtime assignment within the previous twenty-four (24) hours, except during periods of declared emergency. Prior to holding staff for mandatory overtime, an announcement will be made by the OIC over the Institution radio asking for any volunteers for the open post.

- b. 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 every day. 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.
- c. Meals During Overtime: Employees working four (4) hours or more beyond the employee's regular shift will receive a meal ticket. Only one (1) employee is entitled to a meal ticket when two (2) or more staff split an overtime shift.
- d. Splitting Overtime Shifts:
 - 1. Employees can split both voluntary and mandatory overtime assignments. No more than three (3) staff members can split a shift.
 - 2. A list of staff who are willing to work a split overtime shift shall be maintained by the OIC. This will be an ongoing list and need not be signed every day. The list will be kept on the voluntary overtime board.
 - 3. It will be the responsibility of the employee wishing to split a shift to add or remove their name from the list. When they sign the list, they will indicate half shifts they will be willing to work.
 - 4. When a staff member is held for overtime, they can ask, at their choice, the OIC for the names of the staff on the overtime split list. It is then their responsibility to contact the Control Center and have them contact the employee. The Control Center will then forward the call to the on duty staff member.
 - 5. If staff member(s) is found for the split, the OIC will be notified immediately. If any staff member does not report to work, the staff member will be required to finish the shift.
 - 6. The employee initiating the split voluntary overtime shift request shall work at least one (1) hour of the overtime.

Filling of Open Post Guidelines:

An open post is defined as a post that becomes open between bid cycles because the person resigned, transferred, promoted, was approved for long term medical leave, military deployment, work out of class or a new work crew assignment is established.

Any open post that will be vacant for more than ninety (90) days the ISM will use the following process to fill the position:

- The ISDS Coordinator will send an email to all security staff and will identify the classification, post, shift, days off and the SSD (Security Seniority Date) of the vacating staff.
- Staff in the assigned classification will respond within seven (7) days with a Memo of Interest.
- Any open posts will first (1st) be offered to employees with an SSD below the vacating staff member's SSD. Seniority will apply starting with the staff member immediately below the vacated post.
- This process will continue until no further request to fill the subsequent open posts in that classification occurs.
- If the employee who created the open post returns unexpectedly during the bid cycle they will retain their bid position and any employee who changed positions during the bid cycle will return to their original bid position.

Any open post that occurs during a bid cycle and the opening is expected to last less than ninety (90) days; the position will be filled using the daily fill process.

Secondary shift/days off slots that are vacated through the above process will be offered to interested staff using the same process. To minimize the 'domino effect' back filling will stop after the second (2nd) staff member that is reassigned as a result of the original vacancy unless the subsequent vacancy is attached to a weekend. Management will then use its right to assign to make any necessary adjustments to daily rosters to cover workload.

Filling of Fire Crew Positions:

The procedure for assigning personnel to the temporary fire crew(s) dispatched from Santiam Correctional Institution (SCI) during the yearly fire season or in the event of a natural disaster is as follows:

The Agency will notify employees of the opportunity to volunteer for fire camp and natural disaster support in writing once a year. A voluntary fire crew list will be made available and posted for volunteers to sign up. Fire camp and fire crew duties are voluntary assignments and by volunteering, the employee agrees to deviate from his/her normal work schedule without advanced notice. The employee additionally understands and waives Article 15 – Overtime Section 3 Shift Change Penalty does not apply.

The Agency will select from a list of volunteers who have signed up in advance and have been organized based upon seniority date as defined in Article 25 Working Conditions Section 8 Seniority. The employee cannot have any pending shift trades at the time of assignment. If so, the Agency will go to the next person on the list. The hiring of fire crew staff will follow the same rotation process as hiring of staff for voluntary overtime under subsection (b).

Standard length of assignment and other guidelines will be according to Article 55 Fire Assignments. However, upon completion of the standard fourteen (14) day assignment the employee will be replaced by the next eligible employee that is signed upon the voluntary sign-up sheet. If the list is depleted, then the Agency will revert to the top of the list and repeat the process.

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Shutter Creek Correctional Institution

Section 1. Shift / Days Off Bidding

- 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. 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.

Section 2. Mid Shift Rotation Bid Assignment Process

- a. If a shift / days off slot is vacated during a shift bid rotation, the following procedure will be used:
 1. Institution management will post the vacant slot within seven (7) calendar days from the date the Institution management receives notice of an employee vacating the slot.
 2. The vacant slot will be posted by email to all security staff employees for at least seven (7) calendar days with a specific close date after the Institution receives

notice the slot will be vacated as a result of the current employee's resignation, submits retirement notice, transfer, promotion, demotion or death.

3. Institution management will assign the most senior employee to the vacant slot who has the same classification as the slot that has been vacated. Seniority shall be applied under Article 25, Section 8 of this Agreement.
 4. If, after seven (7) calendar days after the close of the posting, no employee has bid for the slot, Institution management may assign the vacant slot to another employee or choose not to fill the slot.
 5. An employee may only be granted one (1) reassignment under this section per shift / days off rotation.
 6. Notwithstanding the above, slots opened ninety (90) calendar days or less from the end of the rotation will be assigned by Institution management if the Institution plans to fill the slot.
 7. If the slot is not vacated as anticipated, Institution management will rescind the posting.
- b. If the Institution chooses to fill the remaining slot, the Institution will follow the above process and offer the secondary shift / days off slot that are vacated to interested security staff using the same process in subsection (a) of this section to minimize the "domino effect" back filling will stop the second (2nd) staff member reassigned as a result of the original vacant slot.

Section 3. Assignment of Overtime

(a) Unscheduled Overtime

- a. In no instance will a represented staff member be bucketed to cover an absence created by a management service staff member. Out of class and developmental management positions will be exempt.
- b. Overtime to cover minimum required staffing level to meet operational needs will be offered first to the person in the bucket list before being put out for volunteers. If that person is not immediately available to respond, the overtime will be offered to volunteers on a conditional basis until the person in the bucket list can respond.
- c. If the person in the bucket list does not want the overtime, the Officer in Charge (OIC) will ask the on –duty staff for volunteers to cover the minimum portion of the shift necessary.
- d. If more than one person volunteers for the unscheduled overtime, the staff member with the least amount of overtime for the month will be selected. If more than one person is tied for the least amount of overtime for the month, a random drawing will be used for selection.

- e. Staff working a voluntary overtime of two (2) hours or more may elect to have their names moved to the bottom of the bucket list; this must be done at the time they work the voluntary overtime.
- f. If no one on shift volunteers for the overtime, the OIC will inform the staff member on the bucket list of the overtime requirement. The staff member on the bucket list may, at their choosing, use their scheduled break time to call off duty staff to fulfill their portion of the mandatory overtime. It is not the responsibility of OIC to find relief for the staff member in the bucket.

(b) Scheduled Overtime

- a. Opportunities will be indicated on the weekly shift schedule when possible.
- b. Employee sign up will be on a first come first serve basis subject to the restrictions listed below.
- c. When a person signs up for scheduled overtime they will annotate on the Voluntary Overtime Sign Up Form how many hours of overtime they currently have for that month. Any staff member can place his/her name and number of hours of overtime worked for the month, on the next slot below the original staff member's name, if done at least twenty four (24) hours prior to the beginning of the scheduled overtime.
- d. If more than one person signs up for the overtime with the same number of recorded hours of overtime for the month, a lottery draw will be initiated between the staff members tied for the least amount of overtime for the month.
- e. Staff working at least two (2) hours of voluntary overtime may elect to have their name moved to the bottom of the bucket list; this must be done at the time they work the voluntary overtime.
- f. It is the employee's responsibility to contact the OIC within the twenty four (24) hour period prior to the start of the scheduled overtime to verify they are still needed for overtime.
- g. If scheduled overtime is not filled, it will be handled as unscheduled overtime.
- h. Cancellation: Scheduled overtime may be cancelled by the Institution with a minimum of twenty four (24) hour notice to the employee. Acceptable notice will include message phone numbers and employee answering machines. It is the employee's responsibility to contact the OIC within twenty four (24) hour period prior to the start of the scheduled overtime to verify they are still needed for overtime.
- i. If, for some reason, the person who is awarded the scheduled overtime is unable to perform the scheduled overtime, at that time scheduled overtime will be treated as unscheduled overtime.

(c) Mandatory Overtime (Bucket List):

- a. The bucket list is intended to be a fair way of allocating mandatory overtime among Correctional Officers and Sergeants in the event that no staff member volunteers as described above for overtime.
- b. The shift Lieutenant shall be responsible for maintaining the bucket list daily for their assigned shift.
- c. The bucket list for each shift will be created every six (6) months at shift change. The initial order of the list will be by shift position number from lowest to highest. If a new person is added to the shift after the list has been created, that person will be added to the bottom of the current list. If a person was inadvertently left off the bucket list, they will go to the top of the bucket list effective the day of the discovery. Staff on variable assignment will be given the option of whether or not to have their name placed on the bucket list. However, their choice will be in effect for the entire bid cycle.
- d. The bucket list shall reflect, on a daily basis for each shift, who shall be assigned mandatory overtime. The top name on the bucket list for each shift will be the staff member in the bucket list for that day on their shift. However, if the person whose name is at the top of the bucket list is not scheduled to work the next day (i.e. regular day off, approved leave, time trade etc.) or if placement in the bucket and subsequent assignment of overtime would cause the person to work three (3) successive shifts, that person's name will be skipped and the next name on the list will be considered in the same manner. If a person's name is skipped, their name will be reconsidered each day until they fulfill their obligation for assignment for the bucket list. The first person who is named as being in the bucket for the shift will have their name moved to the bottom of the list. If other staff volunteer to work at least two (2) hours overtime, thereby saving a staff member from being immediately bucketed, they will have the option of also moving their name to the bottom of the bucket list by notifying the OIC by the completion of their overtime.
- e. The OIC will, by the same method, determine who else will be required to work if more staff is needed to fill required posts.
- f. If, during the assignment of mandatory overtime, the OIC is unable to fill a vacant position through voluntary means by staff on shift, and the person assigned mandatory overtime is successful in getting an off duty staff person to fill the overtime, they will have fulfilled their bucket obligations and then be placed at the bottom of the bucket list. When the first bucket person has been utilized, either by having to work mandatory overtime or having found a staff member to cover their overtime, reasonable attempts will be made to inform the next person on the bucket list that they are now in the bucket. If additional bucket situations arise during the same shift, the next person on the list will be notified and responsible to cover the mandatory overtime as outlined above and will be placed at the bottom of the list at the end of their shift, regardless of time left on shift.
- g. Staff members shall not be placed on the bucket list on the last day of their workweek (i.e. their Friday), except in an emergency, but may still volunteer.

- h. Staff who are working a shift as a result of a time trade do not take the regular staff member's place on the bucket list.
- i. If the OIC is unable to fill a mandatory overtime position, due to no staff on shift being eligible per the conditions of this article of the agreement, the OIC will review the amount of overtime for each person on shift and the person with the least amount of overtime for the month, will be assigned the mandatory overtime. If there is a tie for the least amount of overtime for the month, a random drawing will be used for the selection. The exemption from this practice will be if a person is working their Friday before a scheduled (block) bid vacation.

(d) Overtime Conditions and Restrictions:

- a. Staff working mandatory and voluntary overtime, may be expected to work the entire duration of the announced overtime. The OIC and employee will take reasonable steps to ensure that the employee does not exceed more than sixteen (16) hour workday unless authorized by the OIC. Therefore, the OIC may also release an employee from hours in excess of sixteen (16) hours once staffing standards or shift coverage requirements are met as determined by the OIC.
- b. Staff who are filling unscheduled overtime may make their own arrangements with their peers to cover the second half of the shift. If a person volunteers for the whole shift, the person will be dismissed as soon as no longer needed. If the unscheduled overtime is split between two (2) staff, the person working the last part of the shift may be allowed to work until the start of their regular scheduled shift if their shift is consecutive to the overtime being worked.
- c. There may be occasions where staff is required to work more than sixteen (16) continuous hours. However, OIC's will take reasonable steps to limit mandatory and voluntary overtime so that the employee will not exceed sixteen (16) hours in a work day. Staff who work overtime either mandatory or voluntary are not guaranteed to exceed a sixteen (16) hour work day.
- d. There may be occasions when due to operational necessity, the OIC may post for volunteer overtime with less than twenty four (24) hours notice (i.e. staff needed to come in at 5:30a.m. the following day for two (2) hours overtime on shift 4 or when filling a vacancy). This language is to clarify that under section 3(Assignment of Overtime), subsection (b) Scheduled Overtime, (a) Opportunities will be indicated on the weekly shift schedule when possible.
- e. The OIC may post for volunteer overtime to fill a vacancy with less than twenty four (24) hour notice when the vacancy or operational need was not identified at the time the weekly work schedule was posted.

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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 Assistant Superintendent of Security or designee. 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 8 of this Article. Employees who fail to successfully bid, or who do not apply for bid, will be assigned at the discretion of the Assistant Superintendent of Security or designee. Security staff hired in between bid periods will be assigned by the Assistant Superintendent of Security or designee.

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

If an employee has completed trial service before the rotation date, the employee will be eligible to bid by seniority as defined in Section 8 of this Article.

In the event staff members cannot bid for themselves, they may elect a proxy to place their bid for them. At the assigned bid time, the proxy must produce the official proxy form, signed by the person for whom they are bidding.

Staff may choose to defer their bid in order to bid with another person. In that instance, both staff members will bid at the time assigned to the lower senior person of the two.

Any staff member who misses their bid window will be afforded the opportunity to bid between the next available time slots after reporting to bid. However, they will not be allowed to bump another staff member from a posted bid. No bids will be accepted after the last time slot available to bid.

All bids are final, staff will be expected to work the shift and day off schedule they have selected.

At the conclusion of the workday, bids will be posted outside the Staff Deployment Office throughout the bid process in order to ensure staff will have the most current information available for placing their bid. An electronic copy will also be made available to the Union designee so that it can be posted on the computer system.

Section 2. Critical Incident Trauma Management Assignments.

If an assignment becomes available, the institution will 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 or unable to pass the pre-seasonal "Pack Test";
 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.
 8. Employees with approved time trades pending during a deployment both Parties must agree to change the trade dates or cancel the trade. If the employee fails to rectify pending time trade agreements within one (1) hours of being contacted about a fire crew assignment they will forfeit their turn to be deployed and will be moved to the bottom of the list.
- b. Filling Assignment Opportunities. When there is a need to assign new or different staff, the Agency will publicize the assignment opportunity and distribute an email to all SRCI represented employees (via the DOC email system), notifying them of the opening(s). Postings will be for a minimum of ten (10) calendar days in order to give employees an opportunity to apply for the vacant position(s). After consulting with the Union, the Agency will determine the examination process to follow and select the employees for the assignments. If an employee is a candidate for the fire crew, and the interviews include examination questions regarding Agency policies, the Agency will list the policies, procedures and rules that may be covered in the interview. Fire Crew candidates that are not currently fire crew assigned but possess the training required by ODF will be included in the selection process.

Section 4. Distribution of Mandatory and Voluntary Overtime.

The Mandatory Overtime (Bucket) List

1. A mandatory overtime (bucket) list will be created to include all represented employees with the exception of those employees exempt from overtime.
2. The Employer shall create three (3) separate Mandatory Overtime (Bucket) Lists, following each semi-annual bid rotation. These separate lists shall be maintained by the basic shifts. The lists that will be created are:
 - a. First Shift - Includes all shifts beginning after 10:00 PM each day and ending by 9:00 AM the following day.
 - b. Second Shift – Includes all shifts beginning after 5:00 AM and ending prior to 6:00 PM.
 - c. Third Shift – Includes all shifts beginning after 10:00 AM and ending prior to 1:00 AM.
3. Employee's names will appear on the Mandatory Overtime (Bucket) List in alphabetical order from A to Z.

- a. Employees added to the Mandatory Overtime (Bucket) List during the rotation period shall have their names added to the computerized list in alphabetical order.
4. The Mandatory Overtime (Bucket) List will be updated each shift by the Officer-in-Charge (OIC) (Lieutenant or Working Out of Class Lieutenant). Two (2) lists shall be maintained. The OIC (Lieutenant or Working Out of Class Lieutenant) shall maintain the primary list in the OIC's (Lieutenant or Working Out of Class Lieutenant) office. The primary list will be used to settle any and all disputes. A secondary list for informational purposes only shall be posted in a glass encased bulletin board in the Master Control and Staff Deployment hallway. The OIC (Lieutenant or Working Out of Class Lieutenant) will attempt to update the secondary list by the first (1st) shift and the list will be made available to staff so they can see their approximate position on the Mandatory Overtime (Bucket) List.
5. For each shift the OIC (Lieutenant or Working Out of Class Lieutenant) shall publish, via the electronic shift briefing and "Sally port" Information portal, the top three (3) Sergeants/Corporals and the top ten (10) Correctional Officers who will be on the Mandatory Overtime (Bucket) List for that shift.
 - a. Corporals and Sergeants will be considered one (1) classification for the purposes of filling vacancies using the Voluntary Overtime and Mandatory Overtime (Bucket) List.
6. An employee shall receive credit (date placed by their name) on the Mandatory Overtime (Bucket) List as follows:
 - a. Being assigned by the OIC (Lieutenant or Working Out of Class Lieutenant) to work any part of the following shift on mandatory overtime.
 - b. Being relieved late on post that results in the employee being paid overtime.
 - c. Being listed as number one (1) on the Mandatory Overtime (Bucket) List for the day regardless if you worked overtime the following shift or not.
 - i. The only employee who shall receive credit for being number one (1) on the Mandatory Overtime (Bucket) List and not working overtime is the person in the number one (1) spot at the beginning of the shift and completes their regular shift and was not required to work mandatory overtime.
 - d. Being assigned Voluntary Overtime when signed up on the Voluntary On-shift Overtime list and being one of the top three (3) Sergeants/Corporals or top ten (10) Correctional Officers on the Mandatory Overtime (Bucket) List. If the employee who is on the Mandatory Overtime (Bucket) List is working an employee agreed upon "split-shift", that employee will be required to work a minimum of two (2) hours of voluntary overtime in order to receive credit for the mandatory overtime list.
 - e. An employee whose name reaches number one (1) on the computerized mandatory overtime list, they will be considered to have caught up and not be required to make up missed overtime obligations under the following conditions:

- a. An employee returns from pre-approved leave (excluding time trades) that is fifteen (15) calendar days or more, or
 - b. Any management initiated actions excluding flex assignments that are fifteen (15) calendar days or more.
7. Exemptions from Mandatory Overtime (Bucket) List:
- a. Employees who are on Modified or Light Duty are not permitted to work overtime are therefore exempted from being placed on the Mandatory Overtime (Bucket) List.
 - b. Employees once cleared for full duty shall have their name placed back on the mandatory overtime list.
 - c. Employee's who are scheduled to attend agency training or other approved training, are exempt from being on the Mandatory Overtime (Bucket) List when doing so would not allow the employee to have eight (8) consecutive hours off duty prior to the training.
 - i. This applies only for the day or days attending training.
 - d. Employee shall not be placed on the Mandatory Overtime (Bucket) List on any day preceding their scheduled days off (their "Friday") or the day before a scheduled bid vacation period or a previously approved vacation day off.
 - e. Employees shall not be placed on the Mandatory Overtime (Bucket) List on any day preceding a full eight (8) hour scheduled sick leave day that has been previously requested and approved by Staff Deployment.
 - f. Employee Time Trades:
 - i. Employees who are scheduled to work a time trade on the following shift or a shift on the following day will be exempt from the Mandatory Overtime (Bucket) List.
 - ii. Employees shall not be placed on the Mandatory Overtime (Bucket) List if working mandatory overtime prevents the employee from having less than eight (8) consecutive hours of time off duty before their next scheduled shift or working an approved traded shift.
 - iii. Employees can be placed on mandatory overtime on a day preceding a "trade day off".
8. An employee list will be developed and maintained in Master Control of employees that would like to be called at home. It will be the responsibility of these employees to indicate what specific shifts and days they are available to be contacted when an employee has been assigned a mandatory overtime.
9. It will be the responsibility of the employee being assigned a mandatory overtime (bucketed) to contact Master Control Staff to initiate and contact only those employees at home who have indicated they are available for overtime for specific shifts and days.

10. Employees will be required to work mandatory overtime when assigned.
11. If a mandatory overtime position is no longer needed during a shift, the last staff mandatoried (bucketed) will be the first offered to be relieved.

On-Shift Voluntary Overtime

The intent of this section is to distribute overtime in a consistent and equitable manner.

A Voluntary Overtime list, one (1) for each shift, will be created by ISDS to include all represented employees (with the exception of those employees exempt from overtime) at the beginning of each rotation. Employees added to the Voluntary Overtime List during the rotation period shall have their names added to the computerized list.

1. The Officer-In-Charge (OIC) (Lieutenant/Working Out of Class Lieutenant) shall post Voluntary Overtime Sign-up sheets seven (7) days in advance. These sheets will be consistent with the documents currently in use for roster management. These rosters will generally be available at major shift change times. If the OIC (Lieutenant/Working Out of Class Lieutenant) is unavailable, then the employee will have to wait to sign up. Employees can only sign themselves up on the On Shift Voluntary Overtime List and are not allowed to sign up other employee names.
2. If an employee volunteers and is offered overtime and refuses, the employee will be credited as if the employee had worked the overtime.
3. In preparing the following shift's roster, the OIC (Lieutenant/Working Out of Class Lieutenant) will know how many positions will need to be filled with overtime and then generate a list of available overtime positions. At the time of an overtime offer, the OIC will offer all available overtime posts to each staff member in successive order of the Voluntary Overtime List for which the employee is qualified to work.
4. Using the Voluntary Overtime List. The OIC (Lieutenant/Working Out of Class Lieutenant) shall offer overtime to the staff on the Voluntary Overtime list in alphabetical order, in the same order as the Mandatory Overtime (Bucket) List for that day. Employees having the least credits on the Voluntary Overtime List will first (1st) be offered the overtime.
5. The OIC (Lieutenant/Working Out of Class Lieutenant) shall prepare the next shifts roster at their convenience based on their workload and time available. If the OIC (Lieutenant/Working Out of Class Lieutenant) offers an employee on the Voluntary List an overtime position and they accept or decline it, and another position becomes available later, the initial overtime assignment or rejection stands. An employee will not be moved from a post assignment solely for the purpose of making an overtime assignment more desirable.
6. The OIC (Lieutenant/Working Out of Class Lieutenant) shall continue down the voluntary list alphabetically until the list is exhausted.

7. The OIC (Lieutenant/Working Out of Class Lieutenant) will then have an All Call announcement made, announcing overtime positions are available.
8. After exhausting the Voluntary Overtime List and conducting the Institution "All Call" for the vacant positions, the OIC (Lieutenant/Working Out of Class Lieutenant) shall resort to the Mandatory Overtime (Bucket) List to fill the positions needed.
9. Any employee accepting an overtime assignment using the On Shift Voluntary Overtime List that is two (2) hours or more in duration shall receive "credit" for working overtime on the Voluntary Overtime List, by having the date that they worked overtime written next to their name on the list.

NOTE: Employees working overtime who are called from home OR who agree to work a split, will be credited on the Voluntary Overtime List.

10. Out-Of-Classification Overtime Assignments:
 - a. Once the Corporal/Sergeant On Shift Voluntary Overtime List has been exhausted and an "All-Call" has been made announcing the Corporal/Sergeant overtime position available, the vacant Corporal/Sergeant position can be offered to the next Correctional Officer on the On Shift Voluntary Overtime List as long as the OIC (Lieutenant/Working Out of Class Lieutenant) determines that the Officer is qualified to fulfill the duties of that post.
 - b. Officers will not be used to fill a Corporal or Sergeant position when officers are being placed on mandatory overtime in their own classification. If this happens, a Corporal or a Sergeant will be assigned to fill the position with mandatory overtime.
 - c. Corporals and Sergeants can be used to fill vacant officer positions on overtime prior to using the Officer Mandatory Overtime (Bucket) List, as long as the Officer's On Shift Voluntary List has been exhausted.
11. Employee Agreed Upon "Split Shifts" – An employee who successfully obtains an overtime assignment as a result of this Agreement can agree with another employee to split part of that shift. The other employee must be able to fulfill the duties of that post and must be otherwise available to work in an overtime capacity (not light/modified duty). On split shifts employees will agree to work a minimum of two (2) hours of overtime unless 'mandatoried'.
12. All overtime is subject to cancellation at anytime by the OIC (Lieutenant/Working Out of Class Lieutenant), based on institution need and in the interests of budgetary constraints. If the need for overtime no longer exists, the order in which employees are sent home will be the reverse order in which they overtime was hired (i.e. bucketed employees, then voluntary overtime employees in order of last hired, first sent home). The only exception to this is if the OIC (Lieutenant/Working Out of Class Lieutenant) tells the employee, "You are hired for eight (8) hours (or some other specified length of time.)" Then the employee will work for that amount of time and they are paid according to Article 15 for time worked. Without the OIC

(Lieutenant/Working Out of Class Lieutenant) stating “A full shift” or “eight (8) hours” (or some other specified time), the overtime is subject to cancellation. This includes employees who volunteer to come in from home on voluntary overtime.

13. Employees who are required to provide certification for an attending physician to support the employee’s claim for sick leave under Article 33, Section 6, will not be eligible to volunteer for overtime during the time frame they are required to provide such certification.
14. Escorted inmate transports and hospital watches are exempt from voluntary overtime credits. Overtime will not generally be used to fill actual hospital watches. Staff shall be reassigned to the Hospital watch by the OIC (Lieutenant/Working Out of Class Lieutenant) and the vacant position created from this reassignment shall be filled using the above agreed upon language.
 - a. Ongoing hospital watches shall be considered voluntary assignments unless an emergency exists (i.e. unscheduled medical need).
 - b. In the event that no volunteers want to accept an assignment for hospital watch, the OIC will assign an employee to work.
15. It is the responsibility of the employee who signs up for voluntary overtime to check with the OIC (Lieutenant/Working Out of Class Lieutenant) before they leave their shift to ask questions and to review the Mandatory Lists and On Shift Voluntary Overtime lists as needed.
16. If an employee reports an error in the assignment of voluntary overtime within forty-eight (48) hours, the Institution will review the matter and verify if an error has occurred. The Institution will then work with the employee to find another overtime opportunity within twenty-one (21) calendar days from the date of the verification of the error. The Institution will not correct any errors if the employee has not reported any verifiable error within forty-eight (48) hours and shall not be eligible for any overtime pay.

Section 5. Time Trades

Trial Service employees are restricted from time trades for their first six (6) months of employment. Emergent issues maybe considered on a case by case basis by working with the Institution Security Management to secure the time off.

Rev: 2017, 2019

Transport

Section 1

- 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 according to Article 25, Section 8 (Seniority) of the Agreement except for Transport Unit employees hired before October 1, 2015 shall maintain their current seniority time. 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.

Section 2.

- a. 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.

- b. 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.
- c.
 - 1. For schedule changes initiated by management which require an employee to arrive earlier than their regularly scheduled start time, the employee will be eligible for Early Start Time Premium Pay (ETPP). If an employee works part of the shift and uses paid leave to account for the balance of the shift, the employee will be

eligible for Early Start Time Premium Pay (ETPP) if the employee is called in early the next day to work.

3. Early Start Time Premium Pay shall be at time and one half (1/2) of the employee's straight time pay rate.
4. Employees receiving Early Start Time Premium Pay (ETPP) shall not be eligible for Call Back Pay (Article 17), ISD Differential (Article 16:3) or Turnaround Pay (Article 15:3).

Salem Only:

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

All Offices:

Except for the Salem Transportation Office, if, during the term of the Agreement, there are vacancies in the bargaining unit, the Agency may choose to schedule those positions as five (5) day eight (8) hour positions.

Section 3.

The purpose of this Section 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 any 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 was 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.

Section 4. Voluntary Overtime (all offices)

1. The Agency will continue its voluntary overtime list for each office for Monday or Friday overtime. The list shall be monitored and maintained by the Transport Unit Lieutenant.
2. It is the responsibility of the staff member to request to be placed on the overtime list. Staff members can remove or add their name to the list at their discretion. If a staff member does not ask to have his name placed on the overtime list, the Agency will not contact him except in case of an emergency.
3. If an employee declines or the employee works an overtime opportunity, their name will be placed at the bottom of the list.
4. If the staff member has scheduled time off, it is the employee's responsibility to remove his/her name from the list if they do not want to be contacted.
5. If there is a medical trip opportunity on Monday or Friday, the Transport Unit shall: 1) contact Transport Unit employees on the list who have volunteered to work voluntary overtime on Monday or Friday; 2) If there are no volunteers from the Transport Unit, the Transport Unit will contact the Institution where the medical trip is originating to arrange staffing to cover the medical trip assignment.

Section 5. Northwest Shuttle Assignment Process

1. A list of qualified and interested employees will be maintained by the Transport Lieutenant.
2. Employees will be assigned from the NW Shuttle list in order and once assigned will rotate to the bottom of the list.

Rev: 2017

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. Shift/Days off bidding will allow employees to designate their preference. Seniority is defined in Section 8 of this Article. Employees whose trial service will be completed prior to the effective date of the shift and days off change shall be allowed to

participate in the bidding process. Employees who fail to successfully bid or who do not apply to bid, will be assigned at the discretion of the institution's management.

DSU Bidding Process:

1. Prior to the normally scheduled bid process, TRCI management will solicit letters of interest from all security staff that have an interest in working in DSU. All letters of interest must be received prior to the announced closing date. The Letters will be reviewed and those security staff will be offered a position in DSU to include Position, Shift and Days off.
2. If the security staff member accepts the assignment, he/she may voluntarily choose to forego the normally scheduled bid process. If the employee who has been assigned as DSU assignment chooses to bid out of DSU, and another employee is selected for the DSU assignment, there shall not be an Institution wide rebid. However, the vacant assignment shall be filled under the conditions outlined for the midshift rotation bid process.
3. If the security staff member declines the assignment offered, he/she will then be allowed to proceed with the normal bid process utilizing their seniority.
4. Those Security staff who request to be assigned to DSU will be required to bid out of DSU after working two (2) years consecutively for one (1) bid rotation before requesting to work in DSU again.
5. If the security staff member is removed from segregation, management will attempt to maintain the employee on the same shift and days off until the next normal scheduled bid.

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 fourteen (14) 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. At this meeting the Institution will provide bid sheets, post lists, bid times, call in number and seniority list. If there are any changes to these documents from the last bid the Institution will highlight those changes. The Institution will continue to authorize the local Union President or designee to attend and monitor the bid. 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.

If an employee is on shift during his/her bid time, management will make arrangements to have that employee relieved so they may participate in the bid process and hold the bid until that employee has placed a bid.

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. Trial Service employees will not be assigned to a single medical trip/hospital watch or armed hospital watch.
- d. For purpose of filling a vacant assignment the Institution will announce the opening to all staff. Staff must submit a memo of interest to be considered for that assignment. Once the Institution fills the original vacant assignment, there will be no more than two (2) subsequent changes to assignments. An announcement is only required during the first four (4) months after a regular bid. The employee with the most seniority in class shall be selected for the position.

Mandatory Overtime

- a. The mandatory overtime list is kept electronically and maintained by the officer in charge (O.I.C.) and will be accessible for viewing by all employees.
- b. The mandatory overtime list will be updated at the end of each shift by the O.I.C. for all individuals who have either worked any time as mandatory overtime, or a qualifying voluntary overtime of at least four (4) hours. Each OIC will place his/her initials next to the staff name as they are moved from the bucket list.
- c. An individual must work a minimum of twenty (20) minutes mandatory overtime to be moved on the mandatory overtime list.
- d. Employees on the mandatory overtime list will be moved in the following priority:
 - 1. An employee who was placed "In the Bucket", or next on the list for mandatory overtime, but did not work will go at the top of the mandatory overtime list, for that shift, and that day.
 - 2. An employee who has worked qualifying voluntary overtime of at least four (4) hours will be placed directly below the individual "In the Bucket", in the order that they were hired.
 - 3. An employee who was "bucketed", or forced into mandatory overtime will be placed directly below the voluntary overtime(s) hired in the order they were forced into overtime.
- e. All employees required to work mandatory overtime will be released before any employees volunteering for overtime are released.
- f. Mandatory overtime will be released in the reverse order that they were hired (i.e., last one hired, first one released).
- g. An employee is exempt from the mandatory overtime list for that day if one of the following conditions exist:
 - 1. It is the employee's day prior to his regular days off (RDO's)
 - 2. It is the employee's day prior to scheduled leave

3. It is the employee's day prior to a scheduled time-trade day off.
 4. An employee, upon the first day of work after a scheduled bid vacation or scheduled bid vacation in conjunction with Time Trades, will be exempt from the mandatory overtime list (bucket list).
- h. If an employee locates a volunteer that agrees to replace them on mandatory overtime, then both employees will be moved on the mandatory overtime list. In no event shall the agency attempt to utilize an employee more than once during the shift for mandatory overtime, nor place an employee "in the bucket" more than once during the shift.
 - i. An employee who works first shift mandatory overtime will be credited for the date on the mandatory overtime list that the overtime ended on.
 - j. If an employee completes a minimum of four hours voluntary overtime prior to the beginning of the employee's assigned shift, he/she will be moved to the bottom of the mandatory overtime list.
 - k. At shift rotation, the mandatory overtime list for each shift will be reordered by the date of the last overtime worked.
 - l. Employees on an assigned hospital watch during swing or graveyard shift may be mandated and placed in the bucket.

Voluntary Overtime

- a. Step one of the voluntary overtime hiring process will be first come-first serve sign up process, thirty (30) minutes* in advance of each shift. All available assignments including all positions filled by Flex staff shift relief, will be offered to staff in order they sign up without consideration of rank. Flex staff may be moved from their assignment to meet Institution operating needs. Staff will have the option to accept or decline.

*Staff may begin to sign up on the quarter sheet 'tickler list' for voluntary overtime beginning thirty (30) minutes prior to each shift except for the second shift where voluntary overtime sign up begins at 5:30 am for all staff including those who work irregular shifts. Staff will be allowed to sign up in the order in which they arrive or call at the location of staff check in. Staff may sign up in person or by calling from an Institution telephone on Institution grounds.
- b. Step two of the voluntary overtime hiring process will be an all call to all staff on duty announcing the availability of overtime. Staff who respond will be offered all available assignments in the order the call is received until all overtime assignments are filled or there is no more volunteers. Staff will have the option to accept or decline voluntary overtime offered.
- c. Step three of the voluntary overtime hiring process will use the volunteer overtime book for all staff that are off duty and express a willingness to work overtime. Staff will be called in order they signed up until all overtime assignments are filled or there are no more volunteers. Staff will have the option to accept or decline voluntary overtime offered.

- d. If there are no volunteers, the Institution will use the following procedure to seek volunteers to work voluntary overtime from Transport Unit and the EOCI:
 - i. EOCI/Transport staff interested in working voluntary overtime at the Institution will notify the on shift OIC by a telephone call of their availability to work designated days and hours. The Institution shall log this information into a notebook separately from the Institution security staff voluntary overtime list located in the OIC's office.
 - ii. When voluntary overtime work is available, the Institution will contact EOCI/Transport security staff who have volunteered. The Institution will note each call made to the security staff employee made and the status of the employee response to the call.
 - iii. EOCI/Transport security staff will not be able to trade or split the voluntary overtime work they have agreed to work.

- e. If there remains no volunteers to work overtime, the Institution will use the mandatory overtime process outlined in Article 25 of the Agreement.

- g.
 - i. Notwithstanding any other provision of this Section, the Institution will establish a voluntary overtime sign up list for special events and known open overtime assignments two (2) weeks in advance. The list will be offered on a rotating schedule starting with first (1st) shift. Staff members on shift will be allowed to sign up for no more than two (2) of the available overtime opportunities. Upon completion of first (1st) shift, second (2nd) shift staff will be able to sign up for no more than two (2) overtime opportunities. Upon completion of second (2nd) shift, third (3rd) shift will be able to sign up for no more than two (2) overtime opportunities. Upon completion of third (3rd) shift, the entire list is opened to all staff members to sign up for the remainder of the opportunities. The next overtime sign up will begin on second (2nd) shift and rotate in the same manner as the aforementioned. Once all employees and shifts have had the opportunity to volunteer for an overtime opportunity to volunteer for two (2) overtime opportunities, an employee may return and volunteer for any remaining overtime opportunities. Staff must be working on the shift to sign up for overtime.
 - ii. If an employee volunteers for an overtime opportunity and fails to report to work for that overtime work, the employee shall not be allowed to sign up for voluntary overtime for thirty (30) calendar days from the date of the incident in conjunction with the same two (2) week sign up list.
 - iii. If an employee chooses to cancel the overtime, they shall do it a minimum of two (2) hours prior to the scheduled overtime.
 - iv. If the overtime is no longer needed, a manager shall call the employee listed phone number no later than two (2) hours prior to the scheduled overtime.

Hospital Watch Meals

- a. DOC will work with hospitals or medical centers to make billing arrangements where an employee who works an eight (8) hour shift will be eligible to receive one (1) dinner meal not to exceed ten dollars (\$10.00). If there is no agreement between DOC and a hospital or medical center and the employee works an eight (8) hour shift, the employee shall be reimbursed by the Institution for the cost of a meal purchased by the employee not to exceed ten dollars (\$10.00).
- b. Emergency Medical Trips: An employee who works at least one half (1/2) of their regular shift shall be reimbursed by the Institution for the cost of a meal purchased by the employee not to exceed ten dollars (\$10.00).

Time Trades

1. This Subsection supplements the time trade language located in Article 25, Section 7 of the State of Oregon/AFSCME Security Unit Agreement. If there is a conflict in the language between Article 25, Section 7 and this Subsection, Article 25, Section 7 shall prevail.
2. Security staff on initial trial service must have either satisfactorily complete the DPSST/BCC Academy or six (6) calendar months of continuous state service to be eligible to time trade with another employee.
3. The Institution will adjust shift rosters to accommodate time trades.

Rev: 2017,2019

Warner Creek Correctional Facility

Section 1. 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 Security 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.

Effective April 2017 bid cycle, all Sergeant, Corporals and Officer schedules will bid every six (6) months.

Section 2. 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 Security 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.

Section 3. Assignment of Overtime.

1. Unscheduled Overtime

At the time when mandatory overtime is required on a shift, a review of all shift absences will be conducted, without consideration of which absence was created first, to determine the proper assignment of overtime, starting with the Lieutenant position and working down the chain of command. No represented staff member will cover an absence created by a management service member, except out of class lieutenants.

The person assigned as the "Bucket person" shall have the option of accepting the overtime prior to unscheduled overtime being announced to all staff on duty, if the overtime immediately follows their current shift. Refusing the overtime does not satisfy the bucket obligation. However, accepting the overtime and working the overtime or finding a staff member to share part of the shift does satisfy their bucket obligation. The intent is to allow the Bucket person the first (1st) opportunity at overtime because he/she is interested in working the overtime.

Otherwise, volunteers will be sought by contact with all staff on shift by announcement over the radio followed by contacting volunteers on the volunteer list. Transport and Work Crew Officers will need to notify the OIC at the beginning of their shift or before they depart WFFC for their assigned duties if they are interested in any possible overtime.

The Officer in Charge (OIC) asks on-duty staff for volunteers to cover the whole shift. If two or more security staff are interested in the voluntary overtime it will be decided by a lottery draw which will be conducted at least 10 minutes after the announcement of overtime and in the presence of at least two (2) staff and one (1) security management staff.

If no one volunteers for the overtime, and time permitting, the OIC calls at home those staff members who previously indicated their wish to be contacted for voluntary overtime by placing and maintaining their name on the voluntary overtime list maintained by the OIC.

If still not covered, the OIC informs the staff member on the bucket list of the overtime requirement.

The OIC will allow the staff member a brief opportunity to call peers to cover all or part of the shift if requested by the staff member. In this instance, if the bucketed person is successful in finding a replacement for all or part of the shift, their bucket obligation shall be satisfied.

2. Scheduled Overtime

Opportunities will be indicated on the weekly shift overtime schedule board when deemed necessary (Posted in Security Admin). The ISDS Coordinator or OIC will announce over the radio that "scheduled overtime has been posted". The ISDS Coordinator or Institution Security Management shall post it on rotating shifts each week so different shifts have equal opportunity. The announcement and posting shall happen at least thirty (30) minutes after the beginning of the shift. Any posting of overtime, including additional overtime added after the initial posting, must allow for the two (2)-hour sign up period and subsequent lottery draw for the designated shift or otherwise not be added or posted until the next day on the appropriate shift.

Within the first two (2) hours of the announcement, all security staff interested in overtime may sign up for as many of the posted shifts as they desire and work a one (1) hour minimum for each shift they signed up for, or the overtime will be reposted/announced over the radio if the staff cancels before the twenty-four (24) hour cancellation notice. They must be qualified to work the desired shift (e.g. does not result in more than a sixteen (16)-hour shift, does not conflict with previous trades). If two (2) (or more) persons are interested in the same posted shift, a lottery draw will determine the winner. If only one (1) person signs up for a posted shift during the first two (2) hours, that person is awarded that overtime. Any posted overtime remaining unfilled after two (2) hours may be filled on a first come, first served basis until filled.

It is the responsibility of the potential overtime recipient to be present and sign up in person during the sign up period, with the exception of "on duty staff" that may be away from the institution (e.g. on the transport, hospital watch, work crew). If "on duty staff", who are away from the institution express a desire for overtime to the OIC prior to their departure, the OIC or his designee will make a legitimate effort to contact that employee. The Management will not be burdened with contacting off duty staff about scheduled overtime. The lottery draws will be conducted after the two (2)-hour sign up period in the presence of the one (1) manager and two (2) represented staff. The process will not interfere with the orderly operation of the shift as the intent is to allow all on duty staff and/or staff present at the institution a fair opportunity to sign up and receive overtime.

Availability of overtime opportunities may be included on the e-mail shift briefing.

If scheduled overtime is not filled in advance, it will be handled as unscheduled overtime.

Cancellation: Scheduled overtime may be cancelled by the employer or employee with a minimum of twenty-four (24)-hour notice to the employer or employee. Acceptable notice will include message phone numbers, employee answering machines or contact with the OIC.

Bucket List:

The Bucket List is intended to be a fair way to allocate mandatory overtime among Correctional Security Staff in the event that no staff member volunteers as described above for overtime.

The OIC shall be responsible for maintaining the Bucket List daily for their assigned shift.

The Bucket List for each shift will be created every six month at shift change. The initial order of the list will be by shift position number from lowest to highest. If a new person is added to the shift after the list has been created, that person will be added to the bottom of the current list. Staff on flex assignment will be given the option of whether or not to have their name placed on the bucket list; however, their choice will be in effect for the entire bid cycle.

The Bucket List shall reflect on a daily basis, for each shift, who shall be assigned mandatory overtime if the OIC is unable to find volunteers. The top name on the Bucket List for each shift will be the staff member in the bucket for the day on their shift. However, if the person whose name is at the top of the Bucket List is not scheduled to work the next day (i.e. regular day off, approved leave, time trade, etc.) or if placement in the bucket and subsequent assignment of overtime would cause a person to three successive shifts or over 16 hours, that person's name will be skipped and the next name on the list will be considered in the same manner. If a person's name is skipped, their name will be reconsidered each day until they are actually assigned to the bucket for a shift. Only the person who is named as being in the bucket for the shift will have their name moved automatically to the bottom of the list. If others are required to work overtime, they will also have their names automatically moved to the bottom of the Bucket List.

The OIC will, by the same method, determine who else will be required to work if more staff are needed to fill all required posts.

If additional bucket situations arise during the same shift, and the first bucket person satisfied their bucket obligation, the next person on the list will be responsible to cover the mandatory overtime as outlined above.

In the event that two (2) or more staff are on mandatory overtime and management locates a staff to volunteer to work part or all of one (1) of the overtime shifts, the last person bucketed will be the first (1st) person released. All bucketed staff will have the option to locate a staff member to work part or all of their overtime in accordance with "Overtime Conditions and Restrictions" paragraph 2.

Staff members shall not be placed on the Bucket List on the last day of their work week (i.e. their Friday) except in an emergency, but may still volunteer.

Staff members shall not be placed on the Bucket List if they have already signed up for the overtime or are scheduled for overtime for a shift which would cause that staff member to work more than 16 hours in a 24-hour period.

Staff who are working a shift as a result of a time trade do not take the regular staff member's place on the Bucket List.

Any Staff who works any amount of voluntary overtime will have their name automatically placed at the bottom of the bucket list unless they notify the OIC not to move their name to the bottom. The staff assigned as first in the bucket and any additional staff that are mandatorily bucketed will have their names moved to the bottom of the bucket list with the option to remain at the top. Such request must be made on the same day that the overtime is worked.

Institution Security Management shall provide staff with at least one (1) hour notice prior to being bucketed, except for last minute call-ins or declared emergency situations.

Overtime Conditions and Restrictions:

Staff working overtime, either voluntary or mandatory, are expected to cover the entire shift of overtime.

Staff who are filling overtime may make their own arrangements with their peers to cover part of the shift. The OIC will provide the staff member a brief opportunity to contact peers for partial coverage if they request and time is reasonably available.

Staff will not be mandated to work overtime as a result of the mandatory overtime list while on approved vacation or while attending Agency-assigned training, unless an emergency recall has been initiated.

All medical trips will be scheduled in advance when possible, and the bucket list shall only be used for emergency medical trips. Voluntary overtime for medical trips will be posted in a timely manner to ensure staff are aware of the availability of this overtime.

Voluntary List:

The voluntary overtime list shall be maintained by the OIC and it will also be viewable on the P: drive.

Staff that volunteer or refuse voluntary overtime shall be moved to the bottom of the voluntary overtime list.

Rev: 2015, 2017

ARTICLE 26 - UNIFORMS AND PROTECTIVE CLOTHING

Section 1. Institutional Uniforms.

- a. Security Staff 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 weather gear for those security staff whose duties require extended exposure to inclement weather. The Agency shall not be responsible for replacing uniforms and protective clothing damaged due to employee negligence.

- b. At the Union's request, the functional unit's labor/management committee will form a subcommittee consisting of equal numbers of management and labor where a recommendation for the selection of appropriate weather gear for each institution will be developed.
- c. The Parties will select their own representatives. The committee will submit their recommendations to the Assistant Director of Operations or designee who, within their discretion, may approve the recommendation. If the recommendation is rejected, the reasons for the rejection shall be given.

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.

Section 3. Footwear Reimbursement

- a. Effective on the first (1st) of the month following ratification of the tentative agreement or upon receipt of an interest arbitration award, employees shall be eligible to receive a reimbursement for up to two hundred dollars (\$200) per biennium in receipted costs for footwear that meets all of the requirements contained in Agency Policy 20.1.6 (Footwear).
- b. Employees must provide the Agency's Fiscal Services Accounting Unit with a receipt and completed Non Travel Reimbursement Form in order to receive reimbursement.

Rev: 2015

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.

Upon request, the Labor/Management committee for a functional unit will review and discuss parking spots for employees and shower or changing facility needs for that specific functional unit.

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 set forth above, and an employee reports to his/her regularly scheduled shift of work, the employee shall be assigned work and paid for the full shift of work.

Section 4.

Except as provided in section 2 of this Article, where the Institution/functional unit remains open and an employee notifies his/her supervisor that he/she is unable to or will be late in reporting to work due to inclement or hazardous conditions, the employee shall use accrued vacation leave, compensatory time off or leave without pay.

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 report the specific reason(s) to their supervisor. The supervisor may correct the situation immediately or the employee and/or the local immediate supervisor shall refer the issue to the Functional Unit Manager/Designee or may refer the issue to 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 with pay for that day only.
- 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 their assigned job or working with this 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.

Rev: 2015

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. In addition, up to twenty-four (24) hours of paid bereavement may be taken for aunt, uncle, niece or nephew.

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).

Section 5.

Paid bereavement leave under this article shall run concurrently with OFLA when applicable. The Agency shall notify the employee when OFLA is running concurrently with bereavement leave.

Rev: 2015

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.

In addition to the above paid holidays, bargaining unit employees shall receive each November 1, if on the active payroll, twelve (12) hours added to their vacation leave balance.

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. Where management decides to continue the employee's alternate work schedule during a holiday week, the employee can request to work the hours needed to complete a forty (40) hour workweek at the straight time pay rate for the hours worked including any hours on paid holiday time off. The supervisor will review the request and either approve or deny the request. The supervisor shall provide an explanation to the employee if the request is denied.

Section 5.

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

Rev: 2015

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.

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 7.

- 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 all time in state service. Vacation state service seniority shall be defined as encompassing all time as an employee working for the State of Oregon with the only deduction being day to day subtraction for any periods of time totally separated from employment and excluding 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 8.

Vacation hours may accumulate to a maximum of three hundred and fifty (350) hours. Only three hundred (300) hours of vacation may be cashed out upon termination of employment.

Section 9.

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 three hundred (300) hours and three hundred and fifty (350) 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 10.

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

Section 11.

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

Section 12. Reimbursement for Cancelled Vacation.

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

Section 13. 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.

Consistent with Section 14(d), during the annual vacation bid process, employees may place bids for as many 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.

Section 14. Vacation Scheduling.

- a. This Section shall apply to all functional units.
- b. If there is a conflict between the provisions of this subsection and any unwritten past practice of a functional unit on the subject of vacation scheduling, this subsection shall prevail. If there is a conflict between this section and section 13, this section shall prevail.
- c. Initial trial service employee can only bid for weeks that occur after they have completed six (6) full calendar months of their initial trial service.
- d. Institution management will establish the vacation slots available for the calendar year allowing for required training time for security employees.
- e.

Bargaining unit employees will initially bid by seniority for available vacation slots in accordance with the following matrix:

<u>Years of Service</u>	<u>Up To This Number of Weeks</u>
15 or more	Unlimited weeks
From 10 until 15	4 weeks
From 3 until 10	3 weeks
From 0 until 3	2 weeks

If an employee reaches the third (3rd), tenth (10th) or fifteenth (15th) year on or prior to December 31st, they shall be allowed to bid the higher number of weeks during that annual bid process for vacations starting on or after January 01. If open slots exist after the initial bid cycle, those slots will be available for a second round of bidding by seniority.

During the second round of bidding, employees may bid as many one (1) week blocks of time as are available based on State service seniority in Section 7(b). If open vacation slots exist after the second round of bidding cycle, those slots may be utilized at management's discretion.

- f. The Institution will ensure there will be enough open vacation slots to accomplish the bid. However, the Institution is not obligated to provide a vacation slot for employees who can bid but can not secure any vacant vacation slots because they will not have sufficient accrued vacation or to employees who can not bid on vacant vacation slots because their trial service period has not been completed.
- g. Except for PRCF which has specific language in Section (i), full and partial weeks that are returned because an employee has voluntarily separated, retired, terminated or died, or where the employee has voluntarily turned weeks that is less than thirty (30) calendar days of the scheduled time off will be used by the functional unit as it chooses. Full and Partial weeks that are returned because an employee has voluntarily separated, retired, terminated or died, or the employee has voluntarily turned weeks in more than thirty (30) calendar days in advance of the scheduled time off will use the processes in Section (i). For Institutions where there is no Section (i), the Institution will notify employees of that unit to submit their interest for a minimum of ten (10) working days. The vacation time off will be awarded as provided in Section I-Specific Institution Vacation Scheduling Provisions.
- h. 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).
- i. In addition to Article 32, Section (9)(c) of the Agreement, security staff may cash out up to one hundred and twenty (120) hours of accrued vacation under the following conditions:
 - I. Employees must have regular status at the time of the request to cash out vacation.
 - II. Employees may cash out either forty (40) hours, eighty (80) hours or one hundred and twenty (120) hours. NO other increments of time are allowed.
 - III. Employees must have at least forty (40) hours of accrued leave after cash out.
 - IV. Request to cash out must be submitted between January 1 and September 30 each year.
 - V. Payment shall be at the employee's straight time rate of pay.
 - VI. Employees on unprotected leave without pay status at the time the cash is requested are not eligible to cash out accrued vacation hours.
- j. Specific Institution Vacation Scheduling Provisions:

CCCF

- a. If open vacation slots exist after the initial bid cycle, a second round of vacation bidding will occur. If open vacation slots exist after the second bid cycle, those slots will be utilized at management's discretion.
- b. If vacation weeks become available, 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. Full 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).

Vacation Bidding.

1. Employees on trial service may bid for weeks that occur after their trial service ends.
2. Management will provide current vacation accruals to the bid proctors prior to the start of the bid process.
3. Bid schedules and seniority lists will be correct and finalized at least seven (7) days prior to the start of the bid process.
4. Proxy bids must be received prior to the start of the bid process.

CRCI

- a. A vacation calendar identifying all vacation periods shall be posted at the end of each business day throughout the annual vacation scheduling process.
- b. Annual in-service training periods shall not be established during the months of June through September. Attempts shall be made not to schedule in-service training in May or during school district spring break periods.
- c. Annual vacation scheduling shall commence in November and last up to two weeks as determined between Parties. Staff will be notified at least two weeks prior to the annual vacation scheduling process. Notification shall include the specific day and time period in which staff shall submit their bid. Vacation bids become final at the close of the time slot assigned to each individual. Failure to submit a bid as scheduled causes the staff member to lose bidding rights by seniority. These staff may submit vacation requests subsequently for available time periods, but shall not displace any staff who has previously submitted a bid.
- d. Security staff will have the option to submit bids for periods not currently available. These will be kept on file (waiting list) until such time as the period becomes available.

- e. Vacation bids shall be submitted in writing on a bid request sheet. Bids may be done in person or telephonically followed by a written bid request sheet to meet this requirement. The Security Manager shall determine what information shall be included on the bid request sheet.
- f. Staff may give back scheduled vacation time anytime up to one (1) month prior to their schedule time, unless an emergency occurs. Staff may give back vacation time within one (1) month prior to scheduled vacation time, only if the Institution Security Manager or designee accepts the time back.
- g. Staff may submit leave requests for vacation periods given back if vacation weeks become available. Requests from staff to fill vacation periods that become available must be submitted with sufficient notice to allow the ISDC to complete steps required to adjust rosters, notify staff of job change, etc. Additional vacation/compensatory time may be secured on a first come/first serviced basis throughout the calendar year.
- h. Compensatory time shall not be used in the scheduling of annual vacation leave.
- i. The planned leave calendar shall be kept current by the Institution Staff Deployment Coordinator (ISDC) and posted as changes occur. Staff may request to meet with the ISDC to schedule leave.
- j. All requests for leave shall be returned to the requester within ten (10) working days and shall be denoted as approved or denied and entered into the Planned Leaves Calendar.
- k. If a staff member's annual leave accrual is not sufficient to cover the requested time off at the time of the scheduled vacation, they will be required to adjust their leave time accordingly or use leave without pay (LWOP).

DRCI

- a. Bidding will occur at the normally scheduled times at DRCI. Management will provide a minimum of fourteen (14) days advance notice prior to vacation bidding taking place.
- 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. If any scheduled weeks are turned in by bargaining unit employees, those weeks will be utilized by the following process:
 - i. The ISDS Coordinator will send out an email to all security staff announcing the bid vacation week(s) returned. Employees will have seven (7) 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 seven (7) day period, the vacation week can be used by the Employer as it chooses.

EOCI

Bidding will occur at the normally scheduled times at EOCI. All annual vacation bid information will be distributed in employee's mailbox at least fourteen (14) calendar days prior to the start of the annual vacation bid process.

If open slots exist after the initial bid cycle, those slots will be available for a second round of bidding by seniority. In this cycle, employees may bid for as many of the remaining vacation slots as the employee wishes to have. If open vacation slots exist after the second bid cycle, those slots may be utilized at management's discretion.

At the completion of the bidding process, EOCI management will create a waiting list. This list will be created utilizing the following guidelines:

- a. Within seven (7) days of the completion of the vacation bid process, management will meet with the union and establish a time for the creation of the waiting list.
- b. A list of all weeks that were on the original bid will be established.
- c. Once the list is created, management will notify all staff that the waiting list will be available for sign-up on the agreed upon date and time.
- d. Staff will be able to place their name (and up to two (2) other people's request) on a waiting list for up to three (3) weeks that may become available when vacation weeks become available.

If there are twenty (20) or less vacation slots per week, any scheduled vacation slots that are turned in by EOCI security bargaining unit members, the EOCI security employees will have the opportunity to use these vacation slots on the following basis: (If there are more than twenty (20) slots available for a week management may be able to utilize any slots turned back in at their discretion until there are twenty (20) slots per week.)

- a. Any week that becomes available, regardless of the reason, will be filled first (1st) from the waiting list.
- b. If no staff has placed their name on the list for the vacant week, then management will be able to use the week at its discretion.

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PRCF

- a. Bidding will occur at the normally scheduled times at PRCF. All annual vacation bid information will be distributed in employee's mailbox at least fourteen (14) calendar days prior to the start of the annual vacation bid process.
- b. Employees may bid in person, by telephone, by proxy and may submit their bid form to the ISDS Coordinator prior to their bid window, however, once a vacation bid form has been submitted it cannot be changed.
- c. Employees will bid for vacation in seniority order during their designated fifteen (15) minute bid window. An employee's failure to bid during their designated bid window will result in the employee forfeiting their bid opportunity.
- d. Employees may exercise the option to move down from their designated seniority slot in order to bid later in the bid process. Employees desiring to exercise this option shall notify the ISDS Coordinator in writing prior to the commencement of the bid process.

- e. At the conclusion of the annual vacation bid process employees may submit leave request forms for vacation time for the calendar year. Vacation leave forms must be signed and time stamped by the OIC or ISDS as received. Employees leave request forms will be kept on file. If an employee's vacation request is denied a brief explanation will be written on the form and returned to the employee.
- f. Employees may give back scheduled vacation time at any time up to fourteen (14) calendar days prior to their scheduled time. Scheduled vacation time may be returned at any time an employee is eligible to utilize bereavement leave.
- g. If vacation weeks become available at the conclusion of the annual vacation bid process, vacation time will be awarded on a first come-first serve basis for the remainder of the calendar year.

SCCI

- 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. Any scheduled vacation slots that become available the SCCI security employees will have the opportunity to use these vacation slots on the following basis:
 - i. All slots that are made available 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.

SCI

If any scheduled vacation weeks become available, bargaining unit employees will have the opportunity to use those vacation weeks via the following process:

- a. All returned weeks will be submitted to the Institution Security Manager. The ISDS Coordinator will send out an email to all security staff announcing the bid vacation week(s) returned. Employees shall have ten (10) days to send a reply email indicating they would like to use that week.
- b. At the end of the ten (10) days, all email replies will be placed into a hat and a lottery draw will occur. The lottery draw will be conducted in the presence of the ISDS Coordinator or designee and the Local 3943 Union President or designee. If no reply emails are received within the ten (10) day period, the vacation

week(s) can be used by the Institution as it chooses. Week(s) turned in within thirty (30) days or less of the scheduled time off shall be used by the Institution as it chooses.

SRCI

If any scheduled vacation weeks become available, the bargaining unit employees will have the opportunity to use those vacation weeks via the following process:

- a. The ISDS Coordinator will send out an email to all security staff announcing the bid vacation week(s) returned. Employees shall have ten (10) days to send a reply email indicating they would like to use that week.
- b. At the end of the ten (10) days, all email replies will be placed into a hat and a lottery draw will occur. The lottery draw will be conducted in the presence of the ISDS Coordinator (or designee) and the Local 3940 Union President (or designee). If no reply emails are received within the ten (10) day period, the vacation week(s) can be used by the Institution as it chooses. Week(s) turned in within thirty (30) days or less of the scheduled time off shall be used by the Institution as it chooses.

Transport

Vacation Bidding will occur on the first Thursday of December each year. The Management team will establish the vacation slots available for the calendar year allowing for required training time for security employees.

- 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. Any scheduled vacation slots that become available for 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.

TRCI

Bidding will occur during the first week of December and the Agency shall provide at least fourteen (14) days' notice of employee bid time, process and location.

- 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. If any scheduled vacation weeks become available, those weeks will be utilized by the following process:
 - i. 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.

WCCF

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 time as are available. If open vacation slots exist after the second bid cycle, those slots will be utilized at management's discretion.

Rev: 2015, 2017, 2019

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 hours 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 and their 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 and 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) consecutive calendar 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 who is not covered by FMLA/OFLA exhausts his/her accrued sick leave hours, but has a need for taking time off on their next regularly scheduled work day due to a situation covered under Section 6 of this Article, shall notify their supervisor according the prescribed method in place that they are taking sick leave time off on their next scheduled work day. Upon return to work, the employee will have a discussion with his/her supervisor if requested and submit a slip and will not be denied the use of any accrued vacation or compensatory time off hours except for valid cause or if the employee is on a prior written notice for attendance problems.

Employees on authorized FMLA/OFLA leave may elect to use leave without pay if they are covered by short or long term disability insurance. Employees not electing to use short or long term disability insurance or employees without that coverage shall use accrued paid leave (sick leave, vacation leave, compensatory time off) until such accrued leave is exhausted. Employees may elect to leave or maintain up to forty (40) total hours in their sick leave and/or vacation account for use following their return to work or for intermittent FMLA/OFLA usage situations. However, an employee may be approved to leave or maintain up to eighty (80) hours of vacation leave to cover preapproved vacation.

Upon exhausting all accrued paid leave, or down to forty (40) hours or eighty (80) hours for preapproved vacation leave, the employee will be placed on leave without pay until FMLA/OFLA ends. Employees will notify the Agency which paid leave will be used. The employee will be able to choose which specific accrued leave to use in a consecutive block of time and, once selected, the employee must exhaust that particular accrued paid leave amount before being able to use other accrued paid leave. A consecutive block of time shall be either all paid leave in that account (sick, vacation or compensatory time off) or the designation of a specified number of hours, not less than forty (40) hours. If the employee does not inform the Agency within seven (7) days of which type of accrued paid leaves he/she wishes to use, the Agency shall designate the employee to use accrued sick leave consistent with state and federal law until that paid leave is exhausted. Thereafter, the employee may select which accrued paid leave to use if any. If the employee does not have accrued sick leave available, then they will be authorized to request the use of their accrued vacation leave until those hours are exhausted.

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:

Subsection 1.

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

1. Continue vacation and sick leave accrual while on time loss. Accrued vacation leave shall not exceed three hundred fifty (350) hours. If an employee accrues between two hundred and sixty (260) and three hundred (300) hours, the Agency shall make a cash payment not to exceed forty (40) 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.
3. The Agency will pay up to three (3) days of administrative paid leave for the employee following an injury under the following conditions:
 - a. The employee seeks medical care within forty-eight (48) hours of being injured or there is a doctor's certificate the medical treatment was a result of the injury.

- b. The employee applies for and is approved for workers compensation. The claim must be for a period of less than fourteen (14) days.
- c. The employee's attending physician certifies that the employee cannot work.

Should the employee's claim be denied or if the SAIF claim is approved and the employee receives time loss payments for a period of time that lasts fourteen (14) or more days then the Agency shall recoup those monies if already paid. The Union may chose to submit the denial to the Agency's Assistant Director for Human Resources for review and reconsideration.

Subsection 2.

The Agency shall notify the Local President of all instances of an employee being injured during an inmate staff assault which may qualify for time loss. Methods of notification shall be arranged at each facility's labor/management committee.

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 status 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. 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.

Rev: 2015, 2017

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 subject to the provider's medical certification 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 with a copy to the Local President. Failure to return to work or supply a certificate within five (5) days of delivery or attempted delivery shall be deemed a voluntary resignation. However, such absence may be covered by a subsequent grant of leave with or without pay when extenuating circumstances exist.

Rev: 2015, 2019

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. An employee who is not a plaintiff or defendant, shall be granted leave with pay for appearances before a court, legislative committee or judicial or quasi judicial body as a witness in response to a subpoena or other direction by proper authority for matters other than the employee's assigned duties. When the employee is granted leave with pay, the employee shall return into the Agency any money paid in connection with the appearance.

- d. A leave of absence shall be granted to an employee for 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. The employee will be placed on leave with pay only when or if participation in a search and rescue operation is during the employee's regularly scheduled shift.
- e. Other authorized duties in connection with State business.
- f. 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).
- g. 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.
- h. 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.
- i. An employee who is a volunteer firefighter for a fire protection district or volunteer firefighter for a city may request, subject to the operating needs of the Agency and with prior management approval, to use vacation leave, compensatory time off or leave without pay to volunteer and respond to an emergency summons issued by the Fire Chief of the fire district/department. An employee, at his/her option, may use authorized leave without pay or any accrued vacation hours or compensatory time off. The employee shall provide the Agency a written statement from the Chief of the employee's local fire department/fire district verifying the time, date and duration of the employee's volunteer activities.

Rev: 2015, 2017

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 (40) years of age and within ten (10) 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.

Rev: 2017

ARTICLE 39

Deleted this Article (Elections) in 2015-2017.

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. The Agency will consider transfer requests in conjunction with other lists used to fill a vacant position.

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

- (b) Within ten (10) working days after notification, the employee may request to receive feedback from the Agency's Interview Panel Chair for the purpose of future advancement opportunities which shall be provided within ten (10) working days unless the Parties mutually agree to extend the time frames. Employees may also request and will be provided with their scores for any written testing and for scored interviews.

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

Section 2.

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 the Department of Correction's Job Web Page and email in the Agency public folders. Postings will be for a minimum of ten (10) calendar days in order to give employees an opportunity to apply for the vacant positions.

Section 4.

If an employee is a candidate for promotion to a position inside the bargaining unit, and the interview includes examination questions regarding Agency policies, the Agency will list the policies, procedures or rules that may be covered in the interview.

REV: 2019

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 period completion date adjusted until the employee has actually performed his/her regularly assigned duties for their position and classification 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 or on modified duty assignment.

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 from any Union represented position in the executive branch of state government or the Oregon Corrections Enterprises 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 actually performed his/her regularly assigned duties for their position and classification for 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 or on modified duty assignment.

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.

Rev: 2015, 2017,2019

ARTICLE 42 - TRAINING/EDUCATION

Section 1. Training.

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

Section 2. Developmental Opportunities.

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

Section 3.

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

Section 4.

Employees directed to complete Agency computer-based training will be relieved for the time period to complete the training.

Section 5.

Employees who may have missed annual Firearms and/or Self Defense Training provided shall have that training rescheduled by the Agency. The Agency will ensure that all employees assigned to Special Housing will receive annual Cell Extraction Training within thirty (30) days of assignment.

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 performs a recruitment and is unable to hire 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 to the employee, the employee agrees to resign.

ARTICLE 44 - LAYOFF PROCEDURE

Section 1.

When the Agency declares that a lack of funds necessitates a layoff, the Parties will meet, at the request of either Party, to consider alternatives to layoffs such as: voluntary reduction of hours, voluntary paid leave of absence, other voluntary programs and/or temporary interruptions of employment. Such alternatives shall be subject to mutual agreement of the Parties. In the absence of such mutual agreement, the Agency may implement layoff procedures consistent with this Agreement. The Parties agree all discussions that take place under this section are not bargaining and do not require the use of dispute resolution procedures contained in the PECBA.

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.

- a. Layoff shall be by classification and geographic as defined in Section 11 of this article. The affected geographic area, functional units and classifications shall be identified by the Agency and provided to the Union thirty (30) days prior to the layoff being declared. Order of layoff within the designated classification, functional unit, and geographic area shall be determined by identifying the required number of positions with the lowest service credit.
 1. Effective upon layoff, the Agency will terminate temporary employees who are filling vacant positions in the affected classification and functional unit and include those vacant positions as available zero service credit positions during the process in Section 5 of this article. Temporary employees who are backfilling employees on long term leave may be displaced by full time employees who are laid off and elect to accept temporary employment. Full time employees who are on Job Rotation or Work Out of Classification assignments behind vacant positions will be returned to their permanent position if another employee exercises their option in lieu of layoff to the vacant position which would be designated as having zero service credits. If full time employees are backfilling another person on long term leave then the original employee's service credits shall apply to the position.
 2. Prior to implementing layoffs, the Agency will notify all employees in the affected geographic area of the impending layoffs and solicit volunteers to elect to be laid off; volunteers will be solicited in numbers equal to those positions being laid off by classification. If more employees in a specific classification volunteer than are required, layoff will be granted by seniority with the higher seniority prevailing.
 3. Employees laid off in a specific section or program within one or more functional units shall be notified fifteen (15) days prior to the date designated to declare options in lieu of layoff under Section 5 of this article. Simultaneously, the Agency will notify an equivalent number of least service credit employees in the same classification at that worksite of the potential they may be bumped and should begin exploring possible options in lieu of layoff applicable under Section 5 of this article.
 4. If the Agency is 'deactivating' or closing a functional unit it shall notify all employees within that functional unit thirty (30) days prior to the date designated to declare options in lieu of layoff under Section 5 of this article. Simultaneously, the Agency will notify an equivalent number of least service credit employees in the same classifications within the Geographic Area of the potential they may be bumped and should begin exploring possible options in lieu of layoff as may or may not be applicable under Section 5 of this Article.

5. All impacted employees will be given an opportunity to meet with the Agency and Union and will be provided information regarding the layoff process and their rights including but not limited to: a copy of this Article, an explanation of their options in lieu of layoff, the specifics of the layoff and recall process, various options when applying for the layoff list, other information regarding the administration of the lists, unemployment and other relevant subjects.
- b. If an employee is underfilling a position, the employee will be considered in the higher classification for the purposes of this Article.
- c. 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.
- d. If ties between employees still exist, the order of layoff shall be determined by using a lottery process as a final tie breaker to determine the order of layoff. The lottery process will include the following elements:
 1. Agency and Union representatives will be present to witness the lottery process.
 2. A double blind selection process will be used. There will be one container with employee names and another container with the number of employees in the first container or drawn at that time.
 3. Simultaneously, one (1) representative shall pull names and another representative will pull numbers.
 4. Service credit score ties broken through this double blind process shall result in employees being added to the layoff list in inverse order from one (1) through the last number drawn.
 5. The results of the above lottery process shall also be used to determine the order of recall from the layoff list for those employees.

Section 4. Service Credit.

- a. Service credit score is defined as total length of continuous Agency service. Leave without pay shall not be considered a separation from Agency or bargaining unit 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.
- b. Agency time considered to establish an employee's service credit score 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. An employee who separates from the Agency for one hundred and eighty (180) calendar days or less and returns to the Agency shall retain his/her previously accrued Agency time, minus the time the employee was not an employee of the Agency. Agency time

considered to establish an employee's service credit score shall be forfeited if a member of management service returns to the AFSCME Security bargaining unit after one (1) year.

- c. A Seniority Report 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. Options in lieu of layoff available to each employee shall be dependent on the employee's service credit score. Starting with the highest service credit score employee in the highest classification identified. The employee's options shall include one (1) of the following:

- a. Displace one (1) of the least service credit positions in the worksite of the same classification.
- b. Displace one (1) of the least service credit position in the geographic area in the same classification.
- c. Demote within the functional unit to a lower classification for which the employee held and/or is qualified, if a position exists which is not already identified for layoff and where the incumbent has the least seniority.
- d. If no such option exists within the functional unit, the employee may elect to demote to displace the least service credit score position in the geographic area in a lower classification for which the employee is qualified.
- e. If all of the above options have been exhausted an employee may voluntarily accept or reject vacant positions in the other geographic area in the same or lower classification. If they accept the vacant position they will not be placed on the layoff list but will be maintained on the relocation list as pertains to sub section g of this section.
- f. Any employee identified by the Agency for layoff may elect to voluntarily accept layoff instead of exercising any of the above options.
- g. Any employee who relocates or chooses to be laid off as a result of exercising his/her options in lieu of layoff because of a facility 'deactivation' or closure shall have his/her choice of having a first right of return, in service credit order, should the facility reopen. This subsection supersedes the use of recall lists and other methods to fill vacancies until such time as the list of those employees who wish to return to the reopened facility has been exhausted.

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. The layoff list shall be generated by having all employees laid off arranged on the layoff list by service credit score in classification and geographic area from the highest service credit score to the lowest service credit score.
- b. As vacant permanent positions the Agency intends to fill become available in geographic area and in the classifications subject to layoffs, the Agency will notify the highest service credit score employee on the layoff list and offer the opportunity for recall. If that employee declines, he/she shall remain on the list and the permanent position and opportunity for recall shall be offered to the next employee on the layoff list until all employees on the layoff list have been offered recall. If no employee accepts recall for an available vacant permanent position, then the Agency can fill the position through other means.
 - i. Exception for vacancies in the Transport Unit, while a layoff list is active, will be filled by the normal Transport hiring or lateral process and the resultant vacancy – if within the geographic region and bargaining unit – will be made available to the return from layoff list process above.
- c. This process will occur for each vacant permanent position the Agency intends to fill and reoccur until the layoff list is exhausted. If more than one position is available at the same time at different functional units, the highest service credit score employee on the list shall have his/her choice of location for recall.
- d. Following the use of the injured workers' list, the Agency shall use the layoff list to fill any permanent vacancies. If no laid off employees accept recall for the available vacancy, the Agency can fill the position through other means. After the layoff process is completed, should an employee voluntarily leave the security bargaining unit, the employee will lose all layoff recall rights. This section only applies during the period when the employee would have been eligible for recall from the layoff list. The Agency shall provide an employee leaving the bargaining unit under the circumstances described above written notice previously reviewed and approved by the Union, that the employee forfeits his/her layoff recall rights.
- e. Names shall be maintained on the appropriate layoff list(s) for two (2) years from the effective date of layoff.

Section 9.

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 10. 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 11. 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 and/or current position description 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 using the following procedures and standards:

- a. Reclassification must be based on findings that the purpose of the position is consistent with the concept of the proposed classification and that the class specifications for the proposed classification more accurately depicts the overall assigned duties, authority and responsibilities of the position. 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. The concept of the proposed classification shall be determined by the general description and distinguishing features of its class specification. 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.
- b. If an employee's reclassification request is denied or if the Agency reclassifies an employee's position, 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 and request the Classification Appeal Committee to review the denied request/Agency action. All appeals must be supported with copies of documents originally provided to the Agency for the reclassification request, including written explanation of the request and all

relevant documentation. No new documentation or information will be considered by the Committee unless mutually agreed.

- c. The Committee shall be composed of one (1) Employer representative and one (1) Union staff representative. The Committee's sole mission will be to consider appeals pursuant to this section of the Article and make decisions which maintain the integrity of the classification system by correctly applying the classification specifications. Each representative shall have experience making classification decisions. Additionally, the Committee may use two (2) resource persons, one designated by each party to provide technical expertise concerning a specific classification series.
- d. The Committee will attempt to resolve the appeal by jointly determining whether the current or another classification more accurately depicts the overall assigned duties, authorities and responsibilities of the position. In this process the Committee shall review the employee's requested classification and the employee's current classification. The Committee shall discuss and resolve which classification most accurately depicts the purpose of the job and overall assigned duties. In this process, each Party may also identify one (1) alternate class that each Party determines most accurately depicts the purpose of the position and overall assigned duties. In the event the Committee agrees that the position is correctly classified, then the final decision is final and binding. In the event the Committee concludes that the proposed or alternate classification is more appropriate, the Agency retains the right to modify the duties on a timely basis to make it consistent with the previous classification. If the finding of the Committee determines the assigned duties are appropriately classified at a higher salary range, and the Agency subsequently removes the higher level duties, the employee will be compensated work out of class pay from the date of filing the reclassification appeal to the date the duties are removed.
- e. If an alternate class is identified, both the Department of Administrative Services and the Union shall be notified. If the Parties agree on the alternate class, that shall end the appeal. The Committee will prepare a written decision to the Agency and Union within sixty (60) calendar days of receipt of the appeal by the Committee which will include the reasons for the decision regardless of what the Committee decides. The decision shall be binding on all Parties. However, the Agency may elect to remove or modify duties at any point during the process.
- f. If there is no resolution, the Union may request arbitration in writing within fifteen (15) calendar days from the date of receipt of the Committee's final written decision. The Union's request must be sent to the Department of Administrative Services Labor Relations Unit and shall include the reasons why the Agency's decision is incorrect.
- g. The arbitrator shall allow the Agency's decision to stand unless he/she concludes that the proposed classification more accurately depicts the overall assigned duties, authority and responsibilities using the criteria stated in subsection (a) of this Section. The arbitrator shall issue an award within thirty (30) calendar days from the close of hearing. The cost for the arbitrator shall be consistent with Article

51 (Grievance Procedure). In the event the arbitrator finds in favor of the proposed or alternate classification, Agency management retains the right to, on a timely basis, adjust duties consistent with its current classification.

- h. This section replaces Article 51 (Grievance Procedure) on the subject of the review of denied reclassification requests or where the Agency has involuntarily reclassified an employee's position.

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 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 8. Reclassification Upward.

To fill the position recently reclassified, the Agency shall use a competitive process and employees from the Functional Unit in the position's previous classification shall be eligible to apply and be considered for the newly reclassified position. Pay upon promotion is addressed in Article 14, Section 5 (Salary Administration).

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.

Both Parties recognize that it is important to investigate allegations of misconduct to protect the Employer from claims of liability and to clear the good name of the employee. Both sides recognize that any investigation through a formal internal special investigation unit or informally by a supervisor is a very stressful process. Therefore, the Employer promises that these investigations will take place in the most professional manner as possible and that interviews shall be done under circumstances devoid of intimidation, abuse or coercion. The Union pledges it will urge employees to cooperate fully with any investigation to allegations of

misconduct. IN order to accomplish these goals, the Parties have agreed to the following procedures:

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 local union president or designee shall be provided at the same meeting with the employee no less than 24-hours advance notice by hand delivery before any Agency investigatory interview. The Agency will email the Council Representative the notice. The notice shall include the nature of the complaint and a description of circumstances surrounding the allegations under investigation known at the time 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. During the interview employees shall, upon request, be allowed a reasonable break to use the restroom facilities. Employees shall remain in a designated area and refrain from discussing the interview with any persons save the assigned interviewers. The employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which the employee is entitled under the laws of the State of Oregon or United States.
- 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 timely manner after the completion of the investigation.
- g. The employee who is the subject of an investigation who completes an investigatory interview and declares upon its conclusion that they are too emotionally upset to complete their assigned shift shall be released from work upon timely notice to their OIC. The employee released from work shall use accrued sick leave, vacation leave or compensatory time off to account for the

time off. The employee released from work shall be removed from the voluntary overtime list for that day.

- h. Institution management shall meet monthly with the Local President and assigned Council 75 Representative to review and update them on the status of all investigations affecting Security employees at their location.
- i. Except for conditions outlined in subsection (j) below, investigations involving an employee that may lead to a suspension without pay, pay reduction or dismissal will be completed no later than six (6) calendar months starting from the first interview date. However, the Employer may extend the investigation to a maximum of twelve (12) months from the first interview date provided the Employer gives written notice to the Union and employee explaining the reason for the extension.
- j. Time limits provided for in subsection (i) shall not apply when any one (1) of the following occurs:
 - 1. The employee is incapacitated or unavailable;
 - 2. The investigation involves an allegation of workers compensation or disability fraud;
 - 3. The Union or employee waives the timelines in writing;
 - 4. The investigation involves more than one (1) employee;
 - 5. The investigation is conducted by an outside law enforcement agency;
 - 6. The investigation involves a criminal matter;
 - 7. The investigation requires coordination with another law enforcement agency;
 - 8. If the alleged misconduct is also subject of a criminal investigation or criminal prosecution;
 - 9. If the investigation is a result of a complaint by a person charged with a crime.
- k. The Employer may reopen an investigation if significant new evidence is discovered that is likely to affect the outcome of the investigation and 1) the evidence was obtained from the employee's predisciplinary response, or, 2) the evidence could not have been discovered by the Employer without resorting to extraordinary measures.
- l. The employee may record the interview and must be given a copy of the tape or digital file of the interview and, upon request, a transcript of any recording that has been transcribed by the Employer.

- m. The employee must be given a copy of any written statements or report describing the employee's statements.
- n. Materials required to be given to the employee under subsections (k) and (l) above must be given before subsequent interviews in the course of the same investigation.
- o. As soon as it is determined that the employee may be charged with a criminal offense, the employee must be informed of the employee's right to counsel with a criminal defense counsel with respect to the criminal charge.
- p. In a disciplinary or administrative investigation, the employee's chosen representative may not be required to disclose, or be subject to disciplinary action for refusing to disclose statements made by the employee to the representative for purpose of representation.

Rev: 2015,2019

ARTICLE 48 - LIMITED DURATION APPOINTMENT

Section 1.

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

Section 2.

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

Section 3.

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

- a. That the appointment is of limited duration.
- b. That the appointment may cease at any time.
- c. That persons who accept a limited duration appointment who were formerly classified State employees, from AFSCME, within the bargaining unit, are entitled to rights under the layoff procedure starting from the prior class within the Agency.

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

ARTICLE 49 - PERSONNEL FILES

Section 1.

- a. An employee shall be provided with a copy of any report, correspondence or document of an adverse nature entered into the employee's official personnel file and supervisory working file. An employee's signature on any adverse report, correspondence or document shall not be construed to mean that the employee agrees with the content.
- b. An employee shall be entitled to prepare a written explanation regarding adverse materials placed in the employee's official personnel file. The employee's explanation shall be attached as part of the employee's official personnel record so long as the adverse materials remain in the file.
- c. An employee may include in his/her official personnel file a reasonable amount of relevant material such as letters of commendation, licenses, certificates, college course credits and other material which relates credibly on the employee. This material shall be retained for a minimum of three (3) years except that licenses, certificates or college credit information may be retained so long as they remain valid and relevant to the employee's work.

Section 2.

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

Section 3.

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

Rev: 2015

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 pre-disciplinary investigation shall be conducted with regard to a regular status employee against whom a charge is presented which potentially justifies discipline above a written reprimand. The Appointing Authority or designee shall provide notification to such an employee and to the Local President and Council Representative of the following: that potential cause for employee's discipline has arisen; the known complaints, facts, information relied upon for taking the action 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 pre-disciplinary mitigation 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 4.

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 President and 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 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.

Section 7.

If the Agency places an employee on administrative leave with pay pending completion of an investigation, the employee shall not receive shift or weekend differential if the employee is placed on a day shift with Monday-Friday schedule. If the Agency does not impose serious discipline which involves economic sanctions and returns the employee to work, the Agency

shall reimburse the employee for the shift and weekend differential they would have received had they not been placed on administrative leave with pay.

Section 8.

A decision to place an employee on administrative leave with pay pending completion of an investigation will be approved by an Assistant Director. Before the Agency places an employee on administrative leave without pay pending completion of the investigation, the Agency will provide written notice to the employee and the Union and offer the employee the opportunity to present mitigating circumstances prior to the Agency making its final decision. The employee will receive the final written Agency decision. If the Agency places the employee on administrative leave without pay, the Union may appeal the Agency's decision within seven (7) calendar days upon the date of the Agency's written decision to the Department of Administrative Labor Relations Unit directly to expedited arbitration under the conditions outlined in Article 51, Section 8 of this Agreement.

Rev: 2017,2019

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. A grievance shall not be expanded upon after the grievance has been filed with the Agency Head.

Section 2.

Except for grievances cited below, all grievances shall follow the steps cited in this Section of the Article. Grievances that do not follow all of the steps in Section 2 of this Article are:

- (a) Dismissal appeal grievances involving a regular status employee shall be filed directly to Step 4 of the grievance procedure. These grievances must be submitted by the Union in writing along with the reasons for the appeal within fourteen (14) calendar days from the effective date of the dismissal.
- (b) Grievances involving a pay reduction, demotion and suspension without pay shall be submitted in writing by the Union directly to Step 3 of the grievance procedure within thirty (30) calendar days from the effective date of the action taken.
- (c) 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.
- (d) Disputes involving unlawful employment discrimination or Union activity are not subject to the grievance procedure and are to be submitted according to Article 9 Equal Opportunity of this Agreement.

Step 1. The employee and/or Union Representative will contact the designee designated by the Functional Unit Manager to meet and discuss alleged contract violations with the mutual interest of resolving issues at the lowest level within thirty (30) calendar days of

the alleged violation of the agreement. The Step 1 meeting will occur within a reasonable timeframe of the request or the Union may proceed to Step 2.

Step 2. If the issue is unresolved, the Union will submit a written grievance using the AFSCME Grievance Form, containing the date of occurrence, the act or omission that created the grievance, the Section violated, and the remedy desired within thirty (30) calendar days of the Step 1 meeting to the designated appointing authority. The designated appointing authority's response shall be due in writing within fifteen (15) 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 Labor Relations Administrator or designee within fifteen (15) days after receiving the response from Step 2. A response from the Labor Relations Administrator or designee shall be given within fifteen (15) 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. For purposes of this Article, an appeal in writing can be delivered by first class registered or certified mail, postage prepaid, by fax or by electronic mail to the Labor Relations Unit email address (LRU@oregon.gov). 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 may discuss options for resolution.

The Labor Relations Unit shall respond in writing to the grievance within fifteen (15) calendar days of receipt of the grievance.

Step 5 If the grievance is not resolved at the Labor Relations Unit within fifteen (15) 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. Either party may request from the Employment Relations Board a list of nine (9) qualified arbitrators. Whomever sends the arbitration request to the Employment Relations Board will send a copy of request letter to the other party. Within fifteen (15) calendar days of receipt of the Employment Relations Board list of arbitrators or upon mutual agreement, the parties shall select an arbitrator. Selection of an arbitrator shall start with a flip of a coin. The party that loses the flip of the coin will strike the first (1st) name from the list. Each party shall thereafter alternatively strike names until a final arbitrator remains. The arbitrator selected will hear the case pursuant to Section 3 of this Article.

Section 3. Arbitrations

- a. The Employer or Union shall send a letter to the arbitrator selected for the hearing. The letter shall include the request for a list 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 parties may request from the Employment Relations Board a new list of arbitrators. 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).

- b. 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.

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 7.

Subsequent to an arbitration request and prior to the assignment 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 8. 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.

Rev: 2015, 2017,2019

ARTICLE 52 - GENERAL PROVISIONS

After having used the Injured Worker List, Agency's AFSCME Security Unit Layoff List and the Agency Hardship Transfer List, the Agency will determine the methods to fill the vacancy.

Section 1. Voluntary Lateral Transfers.

For an employee to be eligible for placement on the Transfer List, the following conditions will apply:

- The employee must have regular status.
- The employee must submit a written transfer application through the appropriate process and identify the institutions in which they wish to work.
- If the employee is selected for the vacancy or turns down the transfer offer, the employee's name will be removed from the list.

Where there is a vacancy in an Officer, Corporal or Sergeant position and an employee has qualified to be placed on the Lateral Transfer List, qualified employees will not be required to participate in the first interview but shall automatically be included in the second interview.

Section 2. Involuntary 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 3. 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 pursuant to the criteria outlined in Article 19, Section 2 of this Agreement.

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.

Rev: 2015, 2019

ARTICLE 56 – PERFORMANCE EVALUATIONS

When a performance evaluation is completed on an employee the supervisor shall discuss the performance evaluation with the employee. The employee shall sign the evaluation and that signature shall only indicate the employee has read the evaluation. The employee shall have the opportunity to provide their comments to be attached to the performance evaluation. A copy of the evaluation shall be given to the employee. Performance evaluation shall be conducted in a confidential setting. The performance evaluation and the employee comments if any, will be maintained in the employee's official personnel file. An employee may request a performance evaluation. The Agency will complete the evaluation within ninety (90) days of the request. No more than one (1) evaluation will be completed per year.

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

LETTER OF AGREEMENT #1 – PART TIME MEDICAL PREMIUM SUBSIDY

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

The Parties agree to the following:

For Plan Years 2019, 2020 and 2021, the Employer will pay ninety-five percent (95%) and the employee will pay five percent (5%) of the monthly premium rate as determined by PEBB. For employees who enroll in a medical plan that is at least ten percent (10%) lower in cost than the monthly premium rate for the highest cost medical plan available to the majority of employees, the Employer shall pay ninety-nine percent (99%) of the monthly premium for PEBB health, vision, dental and basic life insurance benefits and the employee shall pay the remaining one percent (1%).

For less than full time employees who have at least eighty (80) paid regular hours in the month, the Employer will pay a monthly benefit insurance premium amount of the plan selected by the employee as calculated in the Insurance article of this Agreement as follows:

Part Time Employees Insurance:

Part-time premium rate x Employer contribution percentage x the ration of paid regular hours to full-time hours to the nearest full percent = Employer contribution.

In addition, there shall be a subsidy based on the employee's coverage tier, for Plan Years 2019, 2020 and 2021. The part time subsidy shall be determined by PEBB for each Plan Year.

Part-time Insurance Electing Full-Time Insurance:

Full-time premium rate x the Employer contribution percentage x the ration of paid regular hours to full-time hours to the nearest full percent = Employer contribution.

LETTER OF AGREEMENT #2 – PEBB MEMBER ADVISORY COMMITTEE (PMAC)

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

The Employer and Union recognize the importance of making an informed decision regarding an employee selecting health insurance coverage. The Parties mutually agree to work toward increasing the amount of health insurance plan information available to state employees so they may select the most affordable plan that meets their needs.

The purpose of this Agreement is to empower the PEBB Member Advisory Committee (PMAC) to identify ways to increase knowledge of the health insurance plans available to state employees.

The Parties agree to the following:

1. Parties will convene the PMAC by August 1, 2015 to work on the following:
 - a. PMAC will identify what resources state employees need most in order to select their health insurance plan and how to best distribute these resources.
 - b. PMAC will recommend subjects for a new educational video on health insurance plans that will be available to state employees.
 - c. PMAC shall submit all of its recommendation to Chief Human Resources Office (Chief Human Resources Office) and the Union by September 1, 2015.
 - d. Chief Human Resources Office or its designee shall produce and distribute a new educational video on the health insurance plans available to state employees by October 1, 2015.
 - e. Employees will be authorized to view the PEBB health insurance video during Agency time where it is feasible.
2. In addition, by October 1, 2015 Agency and Local Union leadership will determine the mechanics of how best to deliver the information to all employees for their individual agencies.
3. This Agreement becomes effective August 1, 2015 and automatically terminates June 30, 2021.

LETTER OF AGREEMENT #3 – 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 #4 – 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 INTERPRETATION #5 - 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.

LETTER OF AGREEMENT #6 – SURVIVOR INSURANCE

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

The purpose of this Agreement is to establish a survivor insurance benefit for bargaining unit employees.

The Parties agree to the following:

1. This benefit shall only apply to regular status employees who enter and remain in the Union's security bargaining unit. However, this provision shall not apply to bargaining unit employees receiving PERS benefits.
2. Starting on the first of the month following signing of the 2013-2015 Agreement, the Agency shall pay PEBB's third party administrator the COBRA insurance premiums for a deceased employee's spouse/partner/dependents for up to twelve (12) months following the employee's death so long as all of the following conditions are met:
 - a. A workers compensation claim is filed with SAIF and SAIF determines the employee's death meets the criteria in subsection (b) below.
 - b. Eligibility will be triggered by the employee being killed while on Agency property or Agency approved and authorized work location, on Agency work time and while performing authorized assigned duties. However, this provision shall not apply where:
 - i. The employee's action were a substantial contributing factor to the death;
 - ii. The employee intended to bring about his/her own death;
 - iii. The employee performed his/her duties in a grossly negligent manner at the time of death.
 - c. The spouse/partner timely files for COBRA. Payments will begin on the first of the month following notice to PEBB has approved COBRA coverage for the same insurance benefits the spouse/partner/dependents were enrolled in at the time of the employee's death, and when SAIF approves the claim.
 - d. Spouse/partner/dependents are not enrolled in or receiving benefits from any non PEBB or PEBB insurance programs or from any other private or public sector insurance plan/program or memorial fund that pays COBRA payments upon the employee's death.
 - e. Spouse/partner is not a state employee covered under PEBB insurance plans.

3. The Employer/Agency shall not assume any tax liabilities of the employee/spouse/partner as a result of implementation of this benefit.
4. Should the spouse/partner receive this benefit and is also receiving benefits from another program/plan, then this benefit shall end at the end of the month in which the Agency becomes aware of the situation.
5. The Employer/Agency shall not be financially responsible for any payment or repayment to any other public or private sector organization that offers benefits that replicate what the Employer offers herein and is being received by the spouse/partner.
6. The Employer/Agency shall not be liable for any payments to the spouse/partner if the spouse/partner is otherwise not eligible to receive benefits from another plan/program/memorial fund as a result of receiving the benefits contained herein.

LETTER OF AGREEMENT # 7 – SRCI HOSPITAL WATCH MEALS

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

This Agreement replaces the November 7, 2008 settlement Agreement on SRCI Hospital Watch Meals with a new Agreement covering SRCI.

This Agreement shall only apply to SRCI security employees who are assigned by the Agency from the Union's security bargaining unit to perform in state and out of state hospital watch duties.

The Parties agree to the following:

1. The employee shall be reimbursed by the Institution for the cost of a meal purchased by the employee not to exceed eight (\$8.00) dollars.
2. This Agreement replaces the November 7, 2008 settlement Agreement on SRCI Hospital Watch Meals.
3. This Agreement becomes effective on the date of the last signature below and expires June 30, 2021.

LETTER OF AGREEMENT # 8 – CCCF VACATION SCHEDULE FOR SECURITY STAFF

This Agreement is between the State of Oregon, acting through the Department of Administrative Services (Employer) on behalf of the Department of Corrections (Agency) at Coffee Creek Correctional Facility (Institution) and AFSCME Council 75 (Union) on behalf of Local 405.

The purpose of this Agreement is to codify the Agreement reached between the Parties in how the Institution will implement vacation bidding at the Institution.

This Agreement shall only apply to the security staff at the Institution. The Parties agree to the following:

1. The Institution shall provide bid vacation slots fifteen (15) slots per week. However, the Institution shall provide seventeen (17) slots during the last two (2) weeks of March, the entire months of June, July and August, and the weeks of Thanksgiving and Christmas weeks holidays with the following conditions:
 - a. If open vacation slots exist after the initial bid, open slots will go back out to bid for a second (2nd) round of bidding by seniority without restriction of the vacation matrix.
 - b. If staff do not have enough vacation leave to cover their bid vacation, the full week of vacation is cancelled.
 - c. Staff must use or return their full week of vacation. Employees can not return in partial weeks.
 - d. Staff must turn in their vacation week thirty (30) days prior to the start of their vacation in order for the week to be announced and employees allowed to bid on by seniority as a returned vacation week.
2. If there is a conflict between the provisions of the State of Oregon/AFSCME Security Unit Agreement and this Agreement, this Agreement shall prevail with the exception of Article 32, Section 14(f).
3. By this Agreement the Parties agree that the Parties have met their mutual duty to bargain on the subject of vacation scheduling under Article 32, Section 14 and Article 25 of the Agreement. This Agreement does not establish any precedent for any other Institution or Union local on bargaining on vacation scheduling.
4. This Agreement starts October 1, 2015 and automatically ends October 31, 2021. This Agreement may, upon request of either the Institution or Union, be bargained during the 2016 local working conditions bargaining.

**LETTER OF AGREEMENT # 9 – TRANSPORT SCI SECURITY STAFF WORKING
MANDATORY OVERTIME AT SCI**

This Agreement is between the State of Oregon, acting through the Department of Administrative Services (Employer) on behalf of the Department of Corrections (Agency) at Santiam Correctional Institution (Institution) and AFSCME Council 75 (Union) on behalf of Local 3943 (Local).

This Agreement shall only apply to the Institution and Salem/Transport Unit.

This Agreement will supplement and amend the Institution Article 25 contained in the 2015-2017 Agreement.

The Parties agree to the following:

1. Once the Institution has exhausted the use of the Institution's voluntary overtime process, and there are no eligible security staff volunteers to work the available voluntary overtime opportunity and an all call broadcast, the Institution shall use the following process before using the Institution's mandatory overtime list.
 - a. Salem Transport security staff interested in working voluntary overtime at the Institution will notify the shift OIC in writing which will include seniority standing and contact number. The Institution shall have the list available and kept separate from the Institution security staff located in the OIC's office.
 - b. When voluntary overtime work is available, the Institution will contact Transport security staff who have signed up in order of seniority and assign pursuant to current Institution overtime practice. The Institution will note each call made and the status of the employee response to the call.
2. If the Institution does not find any Salem/Transport eligible security staff to work the voluntary overtime opportunity, the Institution shall revert back to using the Institution's mandatory overtime process.
3. The Institution shall not be liable for any overtime or other penalty payments to the Transport Unit employees if there is any error in the assignment of overtime.
4. SCI/Salem Transport security staff will not be able to trade or split a voluntary overtime opportunity they have agreed to work.
5. This Agreement is effective on the date of the last signature below and terminates June 30, 2021 unless the Parties mutually agree to extend its provision.

Signed: July 30, 2015

**LETTER OF AGREEMENT # 10 – LEDS CERTIFIED WARRANT DIFFERENTIAL SANTIAM
CORRECTIONAL INSTITUTION**

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

The purpose of this Agreement is to establish a new differential for qualified employees who are certified to perform LEDS Warrant Level Certification to enter, confirm and/or clear escape warrants into the LEDS system.

The Parties agree to the following:

1. Institution Sergeants and Corporals required, as a condition of employment, to possess LEDS certification to perform LEDS Warrant Level Certification to enter, confirm and/or clear escape warrants into the LEDS system who are assigned by the Agency will be eligible for a four percent (4%) differential above his/her base pay rate.
2. If no Sergeant/Corporal is available to perform LEDS Warrant Level Certification work the Institution shall assign an employee from outside of the bargaining unit.
3. Security staff must fulfill any and all training requirements to maintain the LEDS Warrant Level certification in order to qualify and maintain the assignment and differential.
4. Should the Agency cease having the Institution perform work for the Parole Board, this Agreement shall automatically terminate on the last day of the month in which the termination occurs.
5. This differential becomes effective March 1, 2018 and automatically ends June 30, 2021 unless the Parties agree in writing to continue its provisions.

**LETTER OF AGREEMENT # 11 – PILOT BIENNIAL VACATION BIDDING WARNER
CREEK CORRECTIONAL FACILITY**

This Agreement is between the State of Oregon, acting through the Department of Administrative Services (Employer) on behalf of the Department of Corrections (Agency) at Warner Creek Correctional Facility (Institution) and AFSCME Council 75 (Union).

The purpose of this Agreement is to establish a pilot project to implement a biannual vacation bidding process at the Institution.

The Parties agree to the following:

1. Employees will bid for vacation biannually in April and October of each year.
2. Biannual vacation bidding shall take place within fourteen (14) calendar days after the completion of the shift/days off bid.
3. The matrix outlined in Article 32, Section 14(e) of the Agreement will be applied for the entire year.
4. Each employee will be allotted a five (5) minute bid window to bid for vacation time off.
5. This Agreement shall start on the effective date of the 2019-2021 State of Oregon/AFSCME Security Agreement and shall end June 30, 2021 unless both Parties mutually agree to extend its provisions.

**LETTER OF AGREEMENT # 12 – TRCI SECURITY UNIT TOOL AND KEY
SERGEANT EXEMPT POST**

This Agreement is between the State of Oregon, acting through the Department of Administrative Services (Employer) on behalf of the Department of Corrections (Agency) For Two Rivers Correctional Institution (Institution) and AFSCME Council 75 (Union) on behalf of AFSCME Local 974 TRCI Security.

The purpose of this Agreement is to pilot having the Tool and Key Sergeant Post being designated as an Exempt Post for the contract period of 2019-2021 under the following guidelines:

1. Prior to the normally scheduled bid process, TRCI management will solicit letters of interest from all Sergeants that have an interest in working in the Tool and Key Post. All letters of interest must be received prior to the announced closing date.
2. If more than one (1) Sergeant submits interest, there will be a competitive interview process culminating with Management selecting the best candidate.
3. Once selected and accepting the Post, the successful candidate will forego the normally scheduled bid process.
4. This exempt assignment will last for two (2) years.
5. This Agreement shall become effective on the date of the last signature below and terminates on June 30, 2021 unless the Parties agree to extend, modify or incorporate this Agreement.

LETTER OF AGREEMENT # 13 – PRCF SECURITY POSITIONS

This Agreement is between the State of Oregon, acting through the Department of Administrative Services (Employer) on behalf of the Department of Corrections (Agency) at Powder River Correctional Institution (Institution) and AFSCME Council 75 (Union) on behalf of Local 1878 (Local).

The Parties agree to the following:

1. All security positions will be filled on the roster at the beginning of each shift with the exception of declared emergencies or according to the stipulations in numbers #2-3 of this Agreement.
2. Identified security positions known as Facility Support/Work Crew position on 2nd shift, search and escort officer on 2nd and 3rd shift, R&D officer on 2nd shift and multipurpose officer on 3rd shift may be pulled or shutdown at the discretion of the Institution to fill unknown vacancies which occur during the shift. The Institution will seek to replace discovered vacancies with overtime within the first two and one half (2 ½) hours from the beginning of the shift, thereafter the Institution will staff at its discretion.
3. The identified pulled post will be used to fill unexpected vacancies (to include inadvertent roster errors that are not known prior to the start of the shift and employees no call/no show situations), unscheduled trips, and staff who may need to leave unexpectedly.
4. This Agreement does not affect the number of vacation weeks that will be offered by the Institution for its annual vacation bid as identified on the 2019 annual vacation bid sheet.
5. This Agreement becomes effective on the date of the last signature below and terminates on June 31, 2021.

LETTER OF AGREEMENT # 14 – PRCF SEASONAL INMATE WORK CREW SUPERVISOR

This Agreement is between DAS on behalf of the Department of Corrections at Powder River Correctional Facility and AFSCME Local 1878.

Terms of Agreement.

1. There will be two (2) security assignments know as Seasonal Inmate Work Crew Supervisor. These assignments will be staffed based on the needs of the facility.
2. Participation as a PRCF Seasonal Inmate Work Crew Supervisor is voluntary. Employees must be in good standing at all times in order to participate as a Seasonal Inmate Work Crew Supervisor. Good standing is defined in PRCF Article 24 (Fire Crew) Section (t)(4) (definitions). Staff wanting to be considered for the Seasonal Inmate Work Crew assignment on second shift will submit their Letter of Interest to the ISDS Coordinator during the spring shift and days off bid during their regular scheduled bid time. Staff will continue to bid their shift and days off as outlined in the current PRCF Article 25 Work Schedule Bidding. The Letter of Interest submitted will be considered as notification that the employee is interested in the Seasonal Inmate Work Crew Supervisor assignment. The identified Seasonal Inmate Work Crew Officer assignment on second shift will end at the conclusion of that bid cycle.
3. The above process in Section 2 will take place during the summer shift and days off bid during their regular scheduled bid time. The identified Seasonal Inmate Work Crew Officer assignment on second shift will end at the conclusion of the summer bid.
4. The staff member selected to fill the Seasonal Inmate Work Crew Officer assignment will have to follow the process outlined in Section 2 and 3 of this Letter of Agreement and will be selected by seniority. Seniority is defined in Article 25 Working Conditions Section 8. The selected staff will be reassigned by the ISDS Coordinator based on facility needs.
5. The staff that are selected to fill the Seasonal Work Crew Officer assignment will be removed from their bid post. The process for filling the vacant assignment will follow the process already in place Article 25 Powder River Correctional Facility Working Schedule Bidding Section (A)(5) when long term work crew is needed.
6. Employees assigned as Seasonal Inmate Work Crew Supervisors will have 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.
7. Employees assigned as Seasonal Inmate Work crew supervisors will have 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 seasonal inmate work crew supervisors 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.”

8. The intent of this Section is to require employees assigned as Seasonal Inmate Work Crew Supervisors to flex their bid work schedule and alternate between these two(2) work schedules in order to help carry out the inmate work program mission of the Agency.
9. This Letter of Agreement shall only apply to the Seasonal Inmate Work Crew assignments.

Effective date upon ratification of Local 1878.

LETTER OF AGREEMENT #15 – PERS CHANGES ON 6% EMPLOYEE CONTRIBUTION

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 recognize that should the employee's six percent (6%) required PERS contribution be changed or discontinued because of a change in law, valid ballot measure, constitutional amendment or a final non appealable judgement from a court of competent jurisdiction each Party shall need to assess the change made and in what manner it took place and evaluate what forum the issue be heard. Therefore, nothing in this Agreement constitutes a waiver of any rights, claims or defenses with respect to what is the appropriate forum in which to address the issues caused by the change to PERS on specific issue identified in this Agreement.

LETTER OF AGREEMENT #16 – MANDATORY OVERTIME ASSIGNMENTS AT SRCI

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Department of Corrections at Snake River Correctional Institution and AFSCME Council 75 (Union) on behalf of AFSCME Local 3940 and on behalf of AFSCME Local 1640.

This Agreement shall only apply to the Snake River Correctional Institution.

This Agreement supplements and amends the Institution's Article 25 contained in the 2017-2019 State of Oregon/AFSCME Council 75 Security Unit Agreement and shall sunset at the end of this contract.

The Parties agree to the following:

1. When the Institution's on the shift voluntary overtime list has exhausted and there is no eligible SRCI Security staff volunteers to work an available overtime, the Institution shall employ the mandatory overtime process according to the current CBA.
2. Ontario Transport staff interested in working in lieu of assignments of mandatory overtime at the Snake River Correctional Institution will sign up on the at home voluntary overtime list that is in Master Control. Ontario Transport Security Employees will list the days and shifts that they are interested in working, to include their contact information. Next to their name they shall clearly write Transport Staff and their rank. They will only be eligible to work when mandatory overtime work is going to be assigned and after all SRCI Staff on the at home voluntary overtime list have been exhausted. It is the responsibility of any SRCI Security Staff that have been assigned mandatory overtime, to contact volunteers on the at home voluntary overtime list, in the proper order; 1) any and all SRCI Security Staff on the at home voluntary overtime list. 2) Ontario Transport Staff that are on the at home voluntary overtime list.
3. If the SRCI OIC decides to shut down any voluntary overtime assignment, any Ontario Transport employee present or working overtime must be sent home first.
4. If the SRCI OIC finds that a Transport Security Employee is not qualified to work a Mandatory Overtime assignment, the Institution shall revert back to using the Institution's CBA mandatory overtime process.
5. Ontario Transport Security Employees will not be able to do trades with SRCI Security Staff or split voluntary overtime work. However, Ontario Transport Staff will be able to split or work any portion of an unwanted mandatory overtime assignment.
6. This Agreement is effective on the date of the last signature and terminates on June 30, 2021 unless the Parties mutually agree to extend its provisions.

**LETTER OF AGREEMENT #17 – TRANSPORT SECURITY STAFF WORKING
VOLUNTARY OVERTIME AT EOCI**

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of Department of Corrections (Agency) at Eastern Oregon Correctional Institution (Institution) and AFSCME Council 75 (Union) on behalf of Local 3361 (Local).

This Agreement shall only apply to the Institution.

This Agreement supplements and amends the Institution's Article 25 (Working Conditions) contained in the 2017-2019 State of Oregon/AFSCME Security Unit Agreement.

The Parties agree to the following:

1. Once the Institution has exhausted the use of the Institution's weekly and daily overtime signup process when soliciting overtime to fill each shift:
 - a.. Transport Security staff interested in working voluntary overtime at the Institution will notify the on shift OIC by a telephone call of their availability to work designated days and hours. The Institution will write the Transport staff member's name on the roster of the shift they are requesting.
 - b. When voluntary overtime work is available, the Institution will contact Transport Security staff who have volunteered for designated days and hours pursuant to current Institution overtime on shift solicitation process.
2. Transport Security staff must be qualified to work the voluntary overtime assignment.
3. This Agreement becomes effective on the last signature below and terminates June 30, 2021 unless the Parties mutually agree to extend its provisions.

LETTER OF AGREEMENT #18 - SHIFT DAYS OFF CHANGES TRCI

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Department of Corrections (Agency) at Two Rivers Correctional Institution (Institution) and AFSCME Council 75 (Union) on behalf of Local 974 (Local).

The purpose of this Agreement is to affirm the Agreement reached by the Parties on mandatory subjects of bargaining for the October 2018 bid.

This Agreement only applies to the Union's security unit at the Institution.

The Parties agree to change the shifts and days off bid start and stop times for the Institution in the following way for the October 2018 bid:

	Old Start Times	New Start Times
Shift 1:	11pm – 7am	10:10pm – 6:10am
Shift 2:	6:50am – 3:30pm & 7:50am – 4:20 pm	6am - 2:30pm & 7:50am-4:20pm
Shift 3:	3:10pm – 11:10pm	2:20pm – 10:20pm

This Agreement becomes effective on the date of the last signature below.

LETTER OF AGREEMENT # 19 - VOLUNTARY OVERTIME SPLIT PROCESS

This Agreement is between the State of Oregon acting through its Department of Administrative Services, (Employer), on behalf of the Department of Corrections, (Agency) at Columbia River Correctional Institution (Institution) and Oregon AFSCME Council 75 (Union), on behalf of Local 3941 (Local) in the Union's Security bargaining unit and is binding upon the Employer, Agency, Institution and Union and the Local.

The purpose of this Agreement is to amend Subsection 8 of the Section titled 'Unscheduled Voluntary Overtime' which is in Article 25 (CRCI) (Working Conditions) in the State of Oregon/AFSCME Security Union 2017-2019 Agreement.

The Parties agree to the following:

(8):

- a. When staff are awarded voluntary overtime, they may split the overtime with another staff member.
- b. The staff member accepting the overtime will work at least the first two (2) hours of the overtime shift. The employee splitting the overtime will also work at least two (2) hours of the overtime shift.
- c. It is the responsibility of the staff member accepting the voluntary overtime shift to find and/or make arrangements to split the overtime with another staff member and the employee volunteering is responsible for the coverage of the entire shift (i.e. the staff with whom the overtime is split does not come in, the employee volunteering for the overtime needs to finish the shift themselves or find someone else to work the overtime).
- d. The employee volunteering for the overtime work must notify the OIC of the split, including the other staff member's name and the hours to be worked by both employees.
- e. The other employee will not be able to trade or split the voluntary overtime they have agreed to work.
- f. The other employee must be able to fulfill all of the duties of the post and must not be on light/modified duty.

This Agreement becomes effective on the date of the last signature below and expires on June 30, 2021 unless the Parties agree in writing to extend its provisions.

LETTER OF AGREEMENT #20 – PAY EQUITY

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of Agencies that have AFSCME bargaining units in the executive branch of state government (Agency) and AFSCME Council 75 (Union).

This Agreement applies to all of the Union's bargaining units inside of the executive branch of state government.

The purpose of this Agreement is to provide procedures to implement unscheduled pay equity adjustments consistent with Oregon law, and, to identify the appeal procedure to have Agency or Employer decisions concerning pay equity reviewed.

The Parties agree to the following:

1. Application to Current Employees: The Employer, an Agency Head or designee (with CHRO approval) may provide an unscheduled salary step increase to correct a pay inequity between employees who perform work of a comparable character and are similarly-situated based on relevant factors, identified in Oregon law [ORS 652.220(s)], by which individual employees may be compensated differently. Unscheduled salary step increases may be initiated by:
 - a. Periodic statewide equal pay analysis processes; (appeal process Section 10)
 - b. Employee request, and, (appeal process Section 9)
 - c. Agency identified inequity. (appeal process Section 9)
2. Application to Returning Employees (including but not limited to reemployment and return from layoff): An Agency Head or designee may offer a higher salary step than prescribed in the applicable labor agreement when the Agency identifies a pay inequity between employees in the same classification who perform work of a comparable character.
3. If an Agency plans to grant an unscheduled salary step increase to an employee(s), the Agency shall first forward the recommendation to CHRO, Classification and Compensation for review and analysis. The CHRO shall approve or disapprove the recommendation and shall provide a written response back to the Agency. If approved, the Agency may take action to implement the pay equity adjustment.
4. An employee may request a pay equity review by submitting a Pay Equity Review Request Form to the Agency Human Resources department. The Agency Human Resources department shall review the merits of the request based on the relevant factors and issue a decision within sixty (60) days, unless otherwise mutually agreed to in writing.
5. Pay equity adjustments are generally effective on the date an employee made a written request to the agency or the date the agency submitted a request to DAS Classification and Compensation, whichever is earlier.
6. In the event an employee receives an unscheduled salary step advancement for any of the reasons identified in Section 1, the employee's salary eligibility date shall remain the same.
7. Agencies shall retain all documents pertaining to decisions involving pay equity.

8. If the employee meets with the Agency or Employer, the employee may request and obtain Union representation.
9. Appeal Procedure – Agency Level Pay Equity Decisions.
 - a. If an employee wishes to appeal an Agency’s pay equity decision, the employee shall submit a completed Pay Equity Appeal Form to the Agency Head (or designee) within fifteen (15) days of receipt of the Agency’s decision. The Agency shall respond to the appeal within thirty (30) days of receipt of the appeal. The appeal must be based on one (1) or more of the factors listed in ORS 652.220(2) and the compensation of other employees performing work of a comparable character.
 - b. If the employee disagrees with the Agency’s decision, the employee may submit a written appeal to the Department of Administrative Services Labor Relations Unit (LRU) fifteen (15) calendar days of receipt of the Agency’s decision. The employee shall forward all written documents as part of the appeal. The employee shall identify what factors, as outlined above, the Agency did not properly consider. The Department of Administrative Services Labor Relations Unit (LRU) shall respond to the appeal in writing within thirty (30) calendar days.
 - c. Pay equity appeals are not subject to arbitration. However, nothing in this Agreement precludes the employee from submitting a claim to the Bureau of Labor and Industries (BOLI) in accordance with BOLI’s administrative rules or pursue other legal recourse. The timelines for filing with BOLI or pursuing other legal recourse apply regardless of whether the employee appeals the decision under this Section.
 - d. For purposes of this Agreement only, the appeal process in this Agreement replaces the grievance procedure outlined in the applicable labor agreement covering the employee.
 - e. The Employer and Union may agree to extensions of time in this Agreement upon mutual agreement in writing.
10. Appeal Procedure – DAS Statewide Equal Pay Analysis Decisions
 - a. An employee may appeal the Employer’s decision concerning the employee’s salary that resulted from a statewide equal pay analysis. The appeal must be based on one (1) or more of the factors listed in ORS 652.220(2) and the compensation of their employees performing work of a comparable character.
 - b. An appeal of the Employer’s equal pay analysis decision may be filed by sending a completed DAS Pay Equity Appeal Form via electronic mail to CHRO.CNC@Oregon.gov no later than 11:59 PM, PST on February 28, 2019. The Employer shall make a good faith effort to respond with a decision regarding the employee’s appeal no later than June 30, 2019. Upon notice to the Union, the Employer may extend the June 30, 2019 deadline.
 - c. The timelines for filing with BOLI or pursuing other legal recourse apply regardless of whether the employee appeals the Employer’s decision under this Section.
 - d. Pay adjustments made as a result of accepted appeals shall be made retroactively to January 1, 2019.
 - e. To be eligible to file an appeal of the DAS statewide equal pay analysis decision an employee must have been employed by a state executive

branch agency as of December 31, 2018 and completed the equal pay analysis survey administered in calendar year 2019. Employees who do not meet these eligibility requirements may pursue an appeal through Section 4 of this Agreement.

- f. Employees at the top step of the salary range assigned to their job classification on or before January 1, 2019 are not eligible to file an appeal.
 - g. The Employer shall notify an employee of the outcome of the employee's appeal.
 - h. If the employee disagrees with the Employer's response, the employee may submit a claim to the Bureau of Labor and Industries (BOLI) or pursue other legal recourse. Pay equity appeals are not subject to arbitration.
 - i. For purposes of this Agreement only, the appeal procedure in this Agreement replaces the grievance procedure outlined in the applicable labor agreement covering the employee.
11. This Agreement becomes effective on the date of the last signature below and expires June 30, 2021.

LETTER OF AGREEMENT #21 – CONTRACT SPECIALIST

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

The purpose of this Agreement is to establish Employer paid Contract Specialists to improve labor/management relationship at all levels of state government.

The Parties agree to the following:

Selection and Appointment of Contract Specialist:

- A. The appointment of a full time Contract Specialist shall be authorized only from Agencies that currently have fifty (50) or more bargaining unit FTE positions.
- B. The selection and appointment of a Contract Specialist shall be mutually agreed upon by the Employer and Union.
- C. The Union may have no more than one (1) Contract Specialist for every two thousand (2000) FTE bargaining unit positions from Agencies that are within the jurisdiction of the AFSMCE Central Table and Department of Corrections.
- D. The duration of a Contract Specialist shall be mutually agreed upon by the Employer and Union.
- E. The Parties shall establish an agreement which shall be signed by all Parties stipulating to the terms and conditions of the Contract Specialist assignment.
- F. Employees selected as Contract Specialist must maintain all necessary certifications, licensures and training requirements of their Agency position with costs and reimbursements if applicable governed under the Agreement.
- G. While the State is the Employer of record, the Union has the sole control, oversight and direction of employees appointed as Contract Specialists. Therefore, the Union shall indemnify and save the Employer harmless from any and all costs, should any arise, associated with actions taken by the Contract Specialist on behalf of the Union.
- H. In the event the Employer/Agency determines a Contract Specialist is potentially violating law or not complying with Employer/Agency policies or the local Agency Collective Bargaining Agreement, the Agency shall immediately notify the Union. The Agency shall investigate the matter and take action as necessary consistent with the local Agency Collective Bargaining Agreement including disciplinary action. Before any Agency action is taken, the Union may remove the employee from the assigned worksites.

Pay and Benefits:

- A. The Agency shall continue to pay salary and benefits which includes pension contribution, insurance and paid leave time consistent with what they earned before their appointment. Employees appointed as a Contract Specialist shall not be eligible for reimbursement for uniforms, boots or other ancillary items while serving as a Contract Specialist the specific which will be noted in the employee's Contract Specialist agreement.
- B. Contract Specialists shall submit monthly timesheets recording a maximum of forty (40) hours of work each week. The timesheet shall be signed and verified by the Executive

Director or designee of the Union. All leave taken, regardless of type, must be clearly identified.

- C. The Agency shall place the Contract Specialist on leave with pay for the duration of the assignment. The calculation of seniority shall be consistent with the terms of the applicable local Agency Collective Bargaining Agreement.
- D. Where the Union has a designated Contract Specialist, the Agency shall pay up to eighty-five thousand (\$85,000) a year for the Contract Specialist salary. Any salary costs above eighty-five thousand (\$85,000) per year shall be paid by the Union by reimbursing the Agency using Agency established policies and procedures for reimbursement. The details of the reimbursement will be contained within the Contract Specialist's individual agreement.
- E. The Agency shall not be liable for any overtime costs while the Contract Specialist is on assignment with the Union.

Travel and Reimbursements:

- A. Time spent traveling on behalf of the Union shall be on Agency time.
- B. The Union shall be responsible for all travel expenses including but not limited to mileage, lodging, meals and other incidental travel expenses.
- C. Contract Specialists shall not use or be assigned a state car for travel.

Duties:

- A. The Contract Specialist, DAS Labor Relations Unit and Agency Human Resources staff shall work cooperatively when performing the following duties:
 - a. Interpret and administer the local Agency Collective Bargaining Agreement.
 - b. Education on the local Agency Collective Bargaining Agreement.
 - c. Provide guidance in grievance and problem resolution.
 - d. Improve steward capacity.
 - e. Work toward consistent application of the local Agency Collective Bargaining Agreement.
 - f. Provide guidance on developing and improving labor/management committees.
 - g. Participate in new employee orientation as provided for in the local Agency Collective Bargaining Agreement.
- B. If a DOJ attorney is appointed to serve as a Contract Specialist, the attorney shall stipulate in the signed agreement that they will not practice law as that term is used in law and Oregon State Bar rules, regulations, official opinions and decisions.
- C. The Contract Specialist shall follow all applicable Employer and Agency policies while serving in the capacity of a Contract Specialist.
- D. The Contract Specialist shall not be assigned duties that involve strike preparation, strike panning, strike coordination activities or interest arbitration preparation.

Dispute Resolution:

Notwithstanding any agreements that include grievance/arbitration procedure, if there is a disagreement between the Employer and the Union regarding the interpretation and application of this Letter of Agreement, the Employer and Union shall meet and attempt to resolve the matter. If, after fourteen (14) calendar days there no resolution, the moving party may request

arbitration. The Parties shall use the arbitration procedure outlined the agreement where the employee is employed.

Indemnification:

The Union shall indemnify and the Union and Contract Specialists hold the Employer 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/Agency for the purpose of complying with this Letter of Agreement on Contract Specialists.

The Union shall not indemnify the Employer/Agency for grievance/arbitration disputes.

Term of Agreement:

This Agreement becomes effective on the date of the last signature and ends on June 30, 2021 unless renewed by the Parties or the Parties agree to amend its provisions.

LETTER OF AGREEMENT #22 - TRCI VOLUNTARY OVERTIME SIGNUPS

This Agreement is between the State of Oregon acting through its Department of Administrative Services (Employer) on behalf of the Department of Corrections (Agency) at Two Rivers Correctional Institution (Institution) and AFSCME Council 75 (Union) on behalf of Local 974 (Local).

The purpose of this Agreement is to supplement Article 25 Section 9 (TRCI) of the 2017-2019 State of Oregon/AFSCME Security Unit agreement on the Institution's procedure on voluntary overtime signups.

This Agreement shall only apply to the Union's Security staff at the Institution.

The Parties agree to the following:

1. The Provisions of Article 25 Section 9 (TRCI) at Subsection (i) shall continue to apply with the following additions:
 - a. All listed and known vacancies will be made available for the voluntary overtime signup.
 - b. Once the employee signs up for voluntary overtime using the Institution's established procedures, the employee will be assigned the post and shift overtime signed up for so long as there is no emergency or unforeseen circumstance beyond the control of the Institution.
 - c. Once the employee signs up for the voluntary overtime sign up, staff will not be moved or removed except when there is an emergency or unforeseen circumstance beyond the control of the Institution.
 - d. In the event there is more staff than is needed to meet operating requirements, the unassigned staff will be used for other assignments (i.e., search teams, computer based training, staff wellness).
 - e. Subsection (iv) will not be applied during the term of this Agreement.
 - f. If the Institution receives less than twenty-four (24) hours notice of an employee reporting back to work, the returning employee will be reassigned elsewhere in the Institution. If the Institution receives more than twenty-four (24) hours notice of an employee returning to work, the employee who signed up for the overtime on that same post will have the choice of either not working the overtime or working the overtime at another available work assignment of their choice within the Institution.
2. This Agreement is subject to ratification of the Union's Security staff at the Institution.
3. This Agreement becomes effective on the first of the month following ratification of this Agreement and ends June 1, 2020 unless the Parties agree to extend or amend its provisions.

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

Policy Name	Policy Number
Employee Personnel Records	10.011.01
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	60.000.12
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.

APPENDIX B - CLASSIFICATION PLAN

Effective as of Date	7/1/2019
Job Profile	SR
Correctional Corporal	19
Correctional Officer	18
Correctional Sergeant	21

APPENDIX C - SALARY SCHEDULE

SALARY SCHEDULE AS OF JULY 1, 2019										
<u>SALARY RANGE</u>	<u>PAY/RANGE OPTION</u>	<u>RATE 1</u>	<u>RATE 2</u>	<u>RATE 3</u>	<u>RATE 4</u>	<u>RATE 5</u>	<u>RATE 6</u>	<u>RATE 7</u>	<u>RATE 8</u>	<u>RATE 9</u>
18	AP	4075	4248	4448	4648	4862	5092	5333	5565	5899
19	AP	4248	4448	4648	4862	5092	5333	5565	5805	6154
21	AP	4648	4862	5092	5333	5565	5805	6052	6313	6692

SALARY SCHEDULE AS OF JULY 1, 2020											
<u>SALARY RANGE</u>	<u>PAY/RANGE OPTION</u>	<u>RATE 1</u>	<u>RATE 2</u>	<u>RATE 3</u>	<u>RATE 4</u>	<u>RATE 5</u>	<u>RATE 6</u>	<u>RATE 7</u>	<u>RATE 8</u>	<u>RATE 9</u>	<u>RATE 10</u>
18	AP	4075	4248	4448	4648	4862	5092	5333	5565	5899	6179
19	AP	4248	4448	4648	4862	5092	5333	5565	5805	6154	6446
21	AP	4648	4862	5092	5333	5565	5805	6052	6313	6692	7010

SALARY SCHEDULE AS OF OCTOBER 1, 2020											
<u>SALARY RANGE</u>	<u>PAY/RANGE OPTION</u>	<u>RATE 1</u>	<u>RATE 2</u>	<u>RATE 3</u>	<u>RATE 4</u>	<u>RATE 5</u>	<u>RATE 6</u>	<u>RATE 7</u>	<u>RATE 8</u>	<u>RATE 9</u>	<u>RATE 10</u>
18	AP	4197	4375	4581	4787	5008	5245	5493	5732	6076	6364
19	AP	4375	4581	4787	5008	5245	5493	5732	5979	6339	6639
21	AP	4787	5008	5245	5493	5732	5979	6234	6502	6893	7220

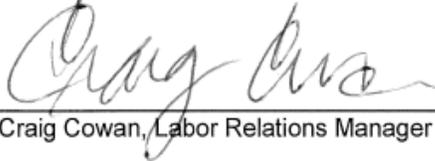
2019-2021 AFSCME SECURITY SIGNATURE PAGE

Signed this 2nd day of January 2020, at Salem, Oregon.

FOR THE STATE OF OREGON

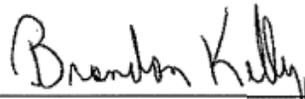


Katy Coba, Director
Department of Administrative Services



Craig Cowan, Labor Relations Manager

Christopher Randall, DOC Human Resources



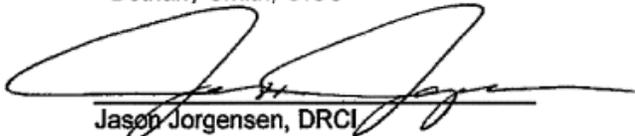
Brandon Kelly, OSP



Christi Hutson, Behavioral Health Services



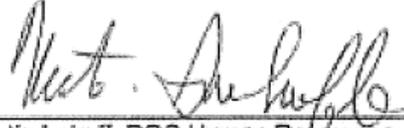
Bethany Smith, OISC



Jason Jorgensen, DRCI



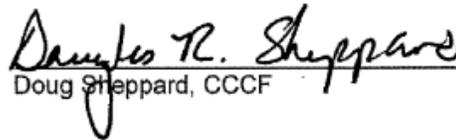
Madilyn Zike, Chief Human Resources
Officer, DAS



Martin Imhoff, DOC Human Resources



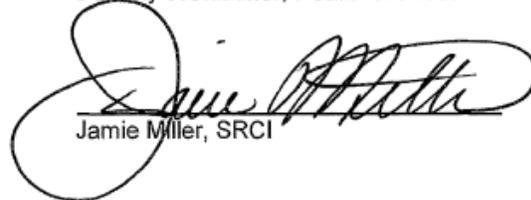
Cherie Greenwade, DOC Human Resources



Doug Sheppard, CCCF

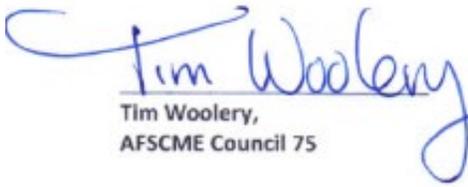


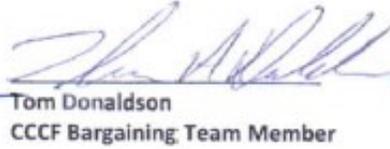
Dorothy Wettlaufer, Health Services



Jamie Miller, SRCI

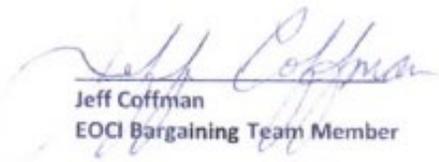
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Tim Woolery,
AFSCME Council 75


Tom Donaldson
CCCF Bargaining Team Member

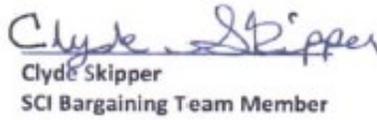

Neil Penny
CRCI Bargaining Team Member


Dan Mack
DRCI Bargaining Team Member

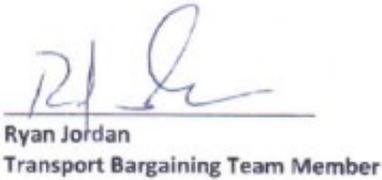

Jeff Coffman
EOCI Bargaining Team Member

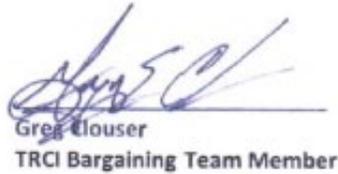

Shaun Grigg
PRCF Bargaining Team Member

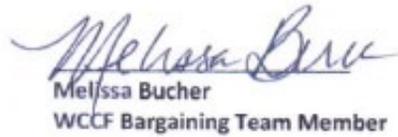

Bill New
SCCI Bargaining Team Member


Clyde Skipper
SCI Bargaining Team Member

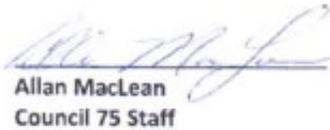

Kevin DeCoria
SRCI Bargaining Team Member

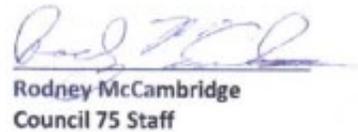

Ryan Jordan
Transport Bargaining Team Member


Greg Clouser
TRCI Bargaining Team Member


Melissa Bucher
WCCF Bargaining Team Member


Jared Kollen
Council 75 Staff


Allan MacLean
Council 75 Staff


Rodney McCambridge
Council 75 Staff


Roger Ware
Council 75 Staff

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Labor Relations Unit
155 Cottage Street NE
Salem, OR 97301-3971
LRU@oregon.gov

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Electronic version of the Agreement located at:
<http://www.oregon.gov/das/HR/Pages/LRU.aspx>