



COLLECTIVE BARGAINING AGREEMENT

between

DAS

THE DEPARTMENT OF
ADMINISTRATIVE SERVICES

on behalf of

OREGON STATE DEPARTMENT OF POLICE

and

AFSCME

LOCAL 896 / COUNCIL 75,
AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES (AFL-CIO)

2019

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2021

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ARTICLE 1 - RECOGNITION

Section 1.

This Agreement is made and entered into by and between the State of Oregon (hereinafter the "Employer"), acting by and through its Department of Administrative Services (DAS) on behalf of the Oregon State Department of Police (hereinafter the "Department," "Agency" or "OSP"), and the American Federation of State, County, and Municipal Employees, Council 75 (hereinafter the "Union" or AFSCME).

Section 2.

The Employer and the Agency recognize the Union as the sole and exclusive bargaining agent for: All classified employees of the Oregon State Police, excluding managerial, supervisory, confidential and temporary employees, employees who work less than thirty-two (32) hours per month, and personnel represented by other labor organizations

This Agreement binds the Union, its members and any person designated by it to act on behalf of the Union. Likewise, this Agreement binds the Employer and the Agency and any person designated by it to act on its behalf.

Disputes concerning bargaining unit composition shall be resolved by the Employment Relations Board. If the Employer excludes a filled position from the bargaining unit under ORS 243.650, the Employer shall notify the Union in writing seven (7) calendar days prior to excluding the position from the bargaining unit. The Union must notify the Employer in writing within ten (10) calendar days from receipt of the notification if it disagrees with the decision to exclude the position from the bargaining unit or the matter becomes closed. If the Union's notice of disagreement is received within the ten (10) calendar day period, the parties shall meet within fourteen (14) days of the above notification to discuss the matter. If an agreement is not reached within thirty (30) calendar days from the first meeting, the Union may submit the matter to the Employment Relations Board. Should the matter not be submitted by the Union to the Employment Relations Board within the specified thirty (30) calendar period, the matter shall be considered resolved.

Section 3.

Upon written requests by the Union, the Agency shall provide a copy of its written personnel policies to the Union. An up-to-date copy of current personnel policies shall be accessible to employees in every office. When a change of personnel policy occurs, a copy of the change will be mailed to the Union and employees informed of the change.

Section 4.

The Employer will make changes regarding mandatory subjects of bargaining only after compliance with any bargaining obligations under ORS chapter 243. Alleged violations of this Article shall not be grievable but shall be addressed exclusively by unfair labor practice complaints under ORS 243.672(1)(e). The Union agrees any unfair labor practice complaint will be filed no later than ninety (90) days after the alleged unilateral change.

Section 5.

Nothing in this Article is intended to inhibit the Superintendent's Office from issuing directives and/or statements that interpret or effectuate a contractual obligation; however, a copy of such statements or directives shall be sent to the Union as soon as possible before implementation. Upon request of the Union, the Department agrees to meet and discuss the directive or statement.

Section 6.

This labor Agreement contains the full and complete agreement on all subjects upon which the parties did bargain or could have bargained pursuant to ORS 243 et. seq. Neither party shall be required, during the term of this Agreement, to negotiate or bargain upon any other issue. All matters not included in this Agreement shall be deemed to have been raised and disposed of as if covered herein.

Section 7.

Time limits specified in this procedure must be observed, unless either party requests and is granted a specific extension of time. Such extension must be stipulated in writing and shall become part of the record.

ARTICLE 2 - ADMINISTRATIVE PROVISIONS

Section 1. Laws, Regulations and Savings.

This Agreement is subject to all applicable existing and future State and Federal laws and regulations.

In the event any provision of this Agreement is declared invalid by any court of competent jurisdiction or by ruling of the Employment Relations Board, then only such portion or portions shall become null and void and the balance of the Agreement remain in effect. The Employer and the Union agree to meet, negotiate, and agree upon a substitute for the portion or portions of the Agreement so affected and to bring into conformance therewith not over ninety (90) days after notification unless extended by mutual agreement.

Section 2. Legislative Action.

- A.** Provisions of this Agreement not requiring legislative funding or statutory changes before they can be put into effect shall be implemented on the date of signing this Agreement or the date otherwise specified in this Agreement.
- B.** Monetary provisions of this Agreement are not valid unless approved by the Legislature. Monetary provisions shall be promptly submitted to the Emergency Board by the Department of Administrative Services and both parties shall jointly recommend passage.

Section 3. Strikes, Lockouts and Picket Lines.

The Union agrees that during the life of this Agreement, the Union or its bargaining unit members will not authorize, instigate, aid or engage in any work stoppage, slowdown, sickout, refusal to work, picketing or strike against the Employer and/or the Agency, its goods, property or on its property.

The Agency agrees that during the life of this Agreement there will be no lockout.

Upon notification confirmed in writing by the Employer to the Union that certain bargaining unit members covered by this Agreement are engaging in strike activity in violation of this Article, the Union shall, upon receipt of a mailing list, advise such striking employees in writing, with a copy to the Department of Administrative Services, to return to work immediately. Such notification by the Union shall not constitute an admission that it has caused or counseled such strike activity.

Section 4. Term of the Agreement.

- A. Unless otherwise noted in a specific article in the Agreement, this Agreement becomes effective on the date of ratification at the local table and expires June 30, 2021. The Union shall send a letter informing the Department of Administrative Services Labor Relations and the affected Agency of the specific ratification date of the tentative agreement. If the Union does not send the letter identifying the date of the ratification vote, the Employer will use the effective date of the agreement as being the first of the month following the date of signature.
- B. Either party may open negotiations for a successor agreement by giving written notice to the other party between the dates of December 1, 2020 and December 31, 2020. Negotiations for a successor agreement will start between February 15, 2021 and March 15, 2021.

Section 5. Successor Negotiations.

- A. It is recognized by the Employer that employees representing the Union during the process of negotiations are acting on behalf of the Union as members and not in their capacity as employees of the Employer.
- B. The Employer agrees to release up to five (5) employees with pay for actual negotiating table time, including caucus, during the sessions when such time occurs during the employees' normal work schedule and hours of work. Release time will be paid time, unless the Agency notifies the Union by December 1 that a budget deficit exists that makes paid time unfeasible. In that circumstance, the parties agree that the issue of paid time for bargaining will be discussed in Groundrules.

REV: 2015, 2017, 2019

ARTICLE 3 - MANAGEMENT'S RIGHTS

Section 1.

The Agency retains all rights customarily attributed to the management and operation of the department unless otherwise specifically abridged by the provision of this Agreement.

Section 2.

These rights include but are not limited to the following: the right to operate and manage the Agency; to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the method, means, standards, and personnel to be used; to implement improved operational methods and procedures; to

determine staffing requirements; to determine whether the whole or the part of the operation shall continue to operate; to recruit, examine, select, and hire employees; to promote, transfer, assign, and reassign employees; to suspend, discharge, or take other proper disciplinary action against employees; to lay off employees; to recall employees; to require overtime work of employees; and to promulgate rules, regulations, and policies, provided such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

ARTICLE 4 - UNION RIGHTS, SECURITY, AND STEWARDS

Section 1. Notice of Representatives.

The Union will provide a written list, which will be kept current, to the Agency and the Department of Administrative Services of its representatives from Council 75 who will be "Union Representatives."

Section 2. Union Representative Visits.

Upon proper introduction and notice to the Superintendent or their designee of their intent to be present on the worksite and the reason(s), the Agency will allow a Union Representative(s) of Local Council 75 reasonable access to the worksite during working hours. Every good faith effort shall be made to give advance notice of the visit. Such visits will not interfere with the normal flow of work. During periods of emergencies, this provision may be temporarily suspended by the Agency as required for the duration of the emergency.

Section 3. Union Business.

Employees shall conduct the internal business of the Union during their non-duty hours (e.g., rest breaks, unpaid lunches and before and after work shifts are considered non-duty time) as long as it does not interfere with the normal flow of work.

Section 4. Building Use.

Upon request to the Superintendent or their designee, the Agency may allow the Union use of OSP facilities during non-duty hours for meetings when such facilities are available. Such meetings will not interfere with the business of the OSP.

Section 5. Bulletin Boards.

The OSP shall provide a minimum of three (3) bulletin board spaces for the use of the Union to communicate meetings and other official Union business. Additionally, Union Officers or Union Stewards will be allowed to send Union meeting notices through the agency's e-mail system. Announcements will be limited to date, time and place of the meeting and brief agenda. Such use shall be non-interactive.

Section 6. Union Notices to Employees.

The OSP shall furnish each new employee with a written notice, provided by the Union, that the Union is the certified collective bargaining representative and of the employee's obligation for declaration of dues or payment in lieu of dues (fair share) deduction.

The Employer 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 by the Union. The Employer agrees to allow a Board Member, Union Representative or an on-site Steward thirty (30) minutes to speak with new employees about the Union's exclusive recognition, its benefits, and services available to the membership. If a new employee is unavailable on a scheduled orientation day, a make-up session shall be scheduled upon request of the Union. If an Officer/Steward or Union Representative is not available on site, the presentation can be done by telephone.

The Officer/Steward and new employee(s) will be allowed on duty time for the thirty (30) minute presentation.

Section 7. Payroll Deductions.

- A.** The Employer agrees to deduct the monthly fees from the pay of those employees the Union has certified in writing to the Employer as having authorized in writing such deductions 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 that it will indemnify, defend and save the Employer and Department/Agency harmless from all suits, actions, proceedings and claims against the Employer and the Department/Agency or person(s) acting on their behalf of the Employer and the Department/Agency whether the damage, compensation, reinstatement, or combination thereof arising out of the Department/Agency implementation of this Article. This provision does 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.

Section 8. Shop Steward.

- A.** The Union shall be entitled to one (1) shop steward for every twenty (20) represented employee during this contract period. Stewards shall be selected from represented employees. The Union shall immediately notify the OSP and the Department of Administrative Services Labor Relations Unit of the names of Shop Stewards and their work unit location. The Union shall identify the primary and alternate work sites for which the Steward is responsible.
- B.** Union Stewards will be granted mutually agreed upon paid time off during their regularly scheduled working hours to investigate and process grievances upon notice to their immediate supervisor. If the permitted activities would interfere with the work the Steward or employee is expected to perform, the immediate supervisor shall, within the next workday, arrange a mutually satisfactory time for the requested activity.

Union Stewards will receive their regular rate of pay during investigatory interviews which the employee reasonably believes will result in disciplinary action if such occurs during their regularly scheduled hours of employment. Every good faith effort shall be made to arrange the interview on employee and assigned Steward's work time.

However, only one (1) Union Steward will be in pay status for any one (1) grievance except where a grievance involves employees in more than one (1) Bureau. Employees shall record time spent investigating and processing grievances on their time sheets according to the time reporting policies and procedures of the Agency. An allegation by management of abuse of Steward privileges shall cause an expedited meeting to occur between the OSP Labor Relations Manager, Council 75 Representative, and Steward. If the allegations are found to be valid, the supervisor of the Steward may request that the Steward maintain and submit a monthly activity report of work time spent investigating and processing grievances. This report shall be provided for six (6) months.

The Employer is not responsible for any compensation of employees or their representative for time spent processing grievances outside their regularly scheduled hours of employment. The Employer is not responsible for any travel or subsistence expenses incurred by a grievant or Union Steward for any Union business.

Stewards shall be provided up to one(1) hour of unpaid release time per month to attend on-site Steward training/development meetings. Stewards assigned outside of HQ shall attend remotely via phone/website. These meetings shall be for the sole purpose of learning the contract and improving contract administration skills. Stewards shall be allowed to flex their weekly schedule to accommodate such meetings subject to the operational needs of the Agency.

- C. The OSP agrees there shall be no reprisal, coercion, intimidation or discrimination against any Union Steward or member of the Union for the conduct of the functions described in this Article.

Section 9. Union Business Leave.

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

- A. At the Union's request and subject to the operating requirements of the OSP, Union Stewards for the Union shall be granted personal leave, accrued vacation leave, accrued compensatory time, or leave of absence without pay to attend the Union's Formal Steward training session. However, recall from such leave may occur due to emergencies or to meet the operating needs of the agency.
- B. Employees elected to Union office or otherwise selected by the Union to conduct Union business that takes them away from their employment may be granted personal leave, accrued vacation leave, accrued compensatory time, or leave of absence without pay for up to six (6) months, upon advance notice by the Union. Every good faith effort will be made to provide as much notice as possible. The determination of granting such leave shall be made by the Employer based on operational needs of the Agency. Leave will be requested through the normal Agency procedure. However, recall from such leave may occur due to emergencies or to meet the operating needs of the agency.

Section 10. AFSCME President Leave.

- A. Long Term.** Upon written request from the Executive Director of AFSCME Council 75 to DAS Labor Relations Unit, one (1) President/designee from an AFSCME Council 75 Central Table participating Agency shall be given release time from their position for a period of time up to one (1) year for the performance of Union duties related to the collective bargaining relationship. However, if the Union President/designee or Executive Director requests release time for less than their full regular schedule, such release time shall be subject to the Employer's approval based on the operating needs of the employee's work unit. AFSCME shall, within thirty (30) days of payment to the employee, reimburse the State for payment of appropriate salary, benefits, paid leave time, pension, and all other employer-related costs. Where this reimbursement is expressly prohibited by law or funding source, the employee shall be granted a leave of absence but the Employer will not be responsible for continuing to pay the employee's salary and benefits. AFSCME shall indemnify and hold the State harmless against any and all claims, damages, suits, or other forms of liability which may arise out of any action taken or not taken by the State for the purpose of complying with this provision.
- B. Short Term.** Upon written request from the Executive Director of AFSCME Council 75 to DAS Labor Relations Unit and the Agency's Human Resource Manager, up to four (4) Presidents/designees from AFSCME Council 75 Central Table participating Agencies shall be given release time from their position for a period of time up to three (3) months for the performance of Union duties related to the collective bargaining relationship. Only one (1) employee from a bargaining unit and a total of four (4) employees from all Central Table Participating bargaining units may be on such leave at any one (1) period in time. Such requests will be granted unless the affected Agency can demonstrate that the employee's absence would adversely impact the operating needs of the employee's work unit. If granted, such time may also be taken on an intermittent basis. AFSCME shall, within thirty (30) days of payment to the employee, reimburse the State for payment of appropriate salary, benefits, paid leave time, pension, and all other employer-related costs. Where this reimbursement is expressly prohibited by law or funding source, the employee shall be granted a leave of absence but the Employer will not be responsible for continuing to pay the employee's salary and benefits.

Section 11. Employee Statistics.

The Human Resources Services Division and the Department will, upon request of the Union and with reasonable notice, provide any regularly produced computer runs containing non-confidential statistics of the Union's bargaining unit members. Annually, upon request of the Union, a printout will be provided showing names and addresses of all bargaining unit employees.

Section 12. Names of Retirees.

The Employer will 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 they are separating

from State service by retirement and that person has actually separated from State service.

Section 13. Reports.

Once per month, the Agency shall provide a list of new/transferred/promoted/terminated bargaining unit employees.

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

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

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

Section 14. Intermittent Union Leave.

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

- A. The Executive Director of Oregon AFSCME shall notify affected agencies in writing of the name of the employee(s) at least thirty (30) days in advance of the date of the AFSCME Convention. For agencies of 100 or fewer bargaining unit members, no more than one bargaining unit member per agency may be designated to attend AFSCME conventions. For agencies of greater than 100 bargaining unit members, no more than two bargaining unit members may be designated to attend AFSCME conventions under this provision.
- B. Subject to agency head or designee approval based on the operating needs of the employee's work unit, including staff availability, the employee will be authorized release time with pay.
- C. The paid release time is limited to attendance at the conference and travel time to the conference if such time occurs during the employee's regularly scheduled working hours up to forty (40) hours per calendar year.
- D. The release time shall be coded as Union business leave or other identified payroll code as determined by the State.
- E. The release time shall not be included in the calculation of overtime nor considered as work related for purposes of workers' compensation.
- F. The employee will continue to accrue leaves and appropriate benefits under the applicable collective bargaining agreement except as limited herein.

- G. The Union shall, within thirty (30) days of payment to the employee, reimburse the State's affected agency for all Employer related costs associated with the release time, regular base wage and benefits, for attendance at the applicable conference.
- H. The Union shall indemnify and the Union and employee shall hold the State harmless against any and all claims, damages, suits, or other forms of liability which may arise out of any action taken or not taken by the State for the purpose of complying with these provisions.

REV: 2017, 2019

ARTICLE 5 - EMPLOYEE RIGHTS

Section 1.

Off duty activities of employees will not subject them to disciplinary action by the Employer unless such activities constitute just cause for discipline.

Section 2.

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

- A. The employee shall not be deprived of any of their constitutional or civil rights guaranteed by the Federal and State constitutions and law where potential criminal charges are involved. If an employee or the Union claims a violation of the above, such allegation shall not be subject to the grievance procedure, but can be appealed to the appropriate court of law.
- B. The employee shall be informed of the nature of the complaint or charges before the employee is required to respond to questions concerning the complaint or charges. Such interview shall 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 Union representation during the interview. Attendance of the Union Representative or Steward shall not unduly delay the meeting.
- D. The employee shall not be required to take or be subject to any lie detector device as a condition of continued employment.
- E. Formal complaints or charges made against an employee which are not sustained shall not be placed in the employee's personnel file or used in any subsequent performance evaluation.
- F. This Section shall not apply to criminal investigations.

Section 3.

The Employer may request information regarding the employee's volunteer activities or other sources of income.

ARTICLE 6 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

Section 1.

The provisions of this Agreement shall apply equally to all employees in the bargaining unit without regard to age, race, color, religion, sex, sexual orientation, national origin, disability, marital status, or political affiliation. The Union and OSP further agrees that they will support the application of Federal and State laws, regulations, and guidelines and the Governor's policy and guidelines for affirmative action plans in state agencies.

Section 2.

All complaints alleging any form of discrimination, in violation of this Contract shall be submitted to the Superintendent or designee in writing within thirty (30) days of the date of the occurrence. A meeting with the complainant will be held within fifteen (15) calendar days of the receipt of the complaint. The Superintendent or the designee will communicate in writing, within thirty (30) calendar days from receipt of the complaint, the position of the OSP to the complainant and the Union. If the complaint is not resolved, the employee may submit such complaint to the Bureau of Labor and Industries, Civil Rights Division, except that complaints alleging discrimination because of sexual orientation or political affiliation may be submitted to the Department of Administrative Services, Labor Relations Unit, if unresolved by the OSP within fifteen (15) calendar days after receipt of the Superintendent's or designee's response. Department of Administrative Services, Labor Relations Unit will review the complaint, attempt to resolve it, and/or issue its findings to the employee and the Union. Should the Bureau of Labor and industries or EEOC be given jurisdiction, such complaints will be processed in the same manner as complaints in this Section.

ARTICLE 7 - PERSONNEL RECORDS

Section 1.

An employee may, upon request, inspect and copy the contents of their official OSP Personnel file. No grievance shall be kept in the personnel file.

Access to employee background investigation information not maintained in the official personnel file will be governed by applicable statutes. If information is withheld, a written explanation will be provided by the Office of Professional standards.

Section 2.

No information reflecting critically on an employee shall be placed in the employee's personnel file that does not bear the signature of the employee. The employee shall be required to sign such material to be placed in their file provided the following disclaimer is attached:

"Employee's signature confirms ONLY that the supervisor has discussed and given a copy of the material to the employee, and does not indicate agreement or disagreement."

If an employee is not available within a reasonable period of time to sign the material, the OSP may place the material in the file provided a statement has been

signed by two (2) management representatives that a copy of the document was mailed to the Union at the time such material was placed in the employee's file.

Section 3.

If the employee believes that any of the above material is incorrect or a misrepresentation of facts, the employee shall be entitled to prepare a written explanation or opinion regarding the disputed material. This shall be attached to the disputed material and shall be included as part of the personnel record until the material is removed.

Section 4.

An employee may include in the personnel file any relevant material the employee wishes such as letters of favorable comment, licenses, certificates, college course credits, or other material which reflects creditably on the employee. This material shall be retained for a minimum of three (3) years. When the material is purged, it shall be returned to the employee.

Section 5.

Material reflecting caution, consultation, warning, or admonishment shall be removed from personnel files after twenty-four (24) months provided there has been no recurrence of the problem or a related problem in that time and given to the employee. Any period of leave of absence without pay that is more than fifteen (15) days shall extend the retention period for that duration of leave. Earlier removal will be permitted when requested by the employee and if approved by the Appointing Authority.

Section 6.

The Agency will make a good faith effort to notify an employee when it receives a valid public record request or civil subpoena that information from their official personnel file is being inspected by and/or copied for persons outside of state government.

Section 7. Supervisory Working Files.

- A.** An employee's supervisor may maintain a working (non workday) file kept in accordance with Agency practice.
- B.** Within five (5) business days from the date of an employee request, an employee will be able to inspect their supervisor's working files in the presence of their supervisor. Employees will not remove any material from the file. If the file can not be made available because of the supervisor's absence, extensions of up to ten (10) business days will be granted.
- C.** Upon request, the employee shall be given a copy of documents in the working file.
- D.** An employee may submit a written statement to be attached to any document in the file and such statement will remain attached as part of the working file so long as the document remains in the file.
- E.** Documents of an adverse nature will be removed from the file no later than eighteen (18) months from the date of the document so long as no reoccurrence

of a similar nature has taken place in the intervening period. An employee may request early removal of any adverse document in the file upon mutual agreement between the supervisor and employee.

REV: 2017, 2019

ARTICLE 8 - FILLING of VACANCIES

Section 1.

The Agency desires to fill vacancies with the best qualified applicants available. Within that context, the Agency intends to provide AFSCME bargaining unit employees with opportunities to compete for openings within the bargaining units. The Agency advocates promotion of its employees and is committed to upward mobility where feasible to obtain the best applicant for the position. To this end, qualified internal candidates will be seriously considered during the selection process.

The Agency will determine whether a vacancy is to be filled and the method/means to fill that vacancy. If the vacancy is to be filled, the Agency will post the open positions on the on-line job application system and it will remain open for a minimum of seven (7) calendar days. Employees shall apply for the vacancy by submitting an application pursuant to the announcement. Human Resources will send a weekly e-mail announcing all newly opened Agency positions until the Local Presidents of Local Presidents of Locals 896 and 3765 agree that the on-line system effectively works for bargaining unit members.

- a. Shift and Days Off. Units with multiple shifts and/or varied days off shall grant the position to the regular-status employee with the most seniority within the Agency.
- b. Lateral Transfers and Internal Opportunities. Agency employees will be provided an opportunity to apply internally. The recruitment will occur concurrently between internal and lateral transfer candidates. Lateral candidates are defined as current regular-status employees in the same classification as the posted vacancy. Internal candidates will not be considered until the lateral selection process is completed.

Internal Agency Candidates are current employees of the Agency. All internal applicants who meet the minimum qualifications for the vacancy shall be eligible to participate in the selection process. Management will assess minimum, special qualifications, and preferred skills. The term "special qualifications and preferred skills" means any qualification(s) or skill(s) beyond the minimum requirements identified in the classification specification. Such qualifications and skills assessment may include, but not be limited to: communication skills, ability to work well with others, and references. All things being equal, seniority within the Agency shall prevail.

The Agency agrees to implement a policy on Filling of Vacancies and provide the Union with a comment period of at least twenty-one (21) calendar days prior to implementation or revision. "Minimum Qualifications,

Special Qualifications and Preferred Skills (desired attributes)” will be defined in the OSP Filling of Vacancies Policy using current Department of Administrative Services (DAS) definitions.

- c. If the position remains unfilled, the Agency may post the position externally. Agency employees may apply and shall be considered along with external candidates.

Section 2.

The employee is responsible for preparation for advancement and qualifying for promotion within the bargaining unit. It shall be the employee's responsibility to see that they have updated their records and profile necessary to apply for job opportunities.

The Agency will make training available to familiarize employees with the on-line application process and interviewing/testing skills.

Section 3.

Involuntary geographic transfers shall require a thirty (30) day advance notice of the Employer's intent to transfer the employee. Employees will be notified by e-mail of all vacancies to be filled.

Section 4.

An employee not selected for a vacant position may ask to meet with the hiring manager and shall be granted a meeting to discuss the employee's qualifications and interview.

REV: 2015, 2017, 2019

ARTICLE 9 - POSITION DESCRIPTIONS

Position descriptions shall be in writing and will delineate the specific duties assigned to the position. A dated copy of the position description, signed by the employee's supervisor, shall be given to the employee within ten (10) business days of the assumption of the position and at such time as the position description is amended.

The position description will be reviewed by the employee and the employee's supervisor at least annually. Employees may request additional review of the position description at any time.

Nothing contained herein shall compromise the right or responsibility of the OSP to assign work consistent with class specifications.

REV: 2015

ARTICLE 10 - TRIAL SERVICE

Section 1.

Each person appointed to a bargaining unit position shall serve with each appointment a trial service period of six (6) months, except lateral classification transfers and voluntary demotions of regular status bargaining unit employees.

Section 2.

At any time during the trial service period, the OSP may remove an employee if, in the judgment of the supervisor, Appointing Authority or designee, the employee is unable or unwilling to perform their duties satisfactorily or if, in the judgment of the supervisor, Appointing Authority or designee, their habits and dependability do not merit their continuance in the position.

If an employee is removed from their position during the trial service period the employee shall not have rights to appeal the OSP's decision under the Agreement.

If the OSP employee was previously a regular status employee in a position in this AFSCME bargaining unit immediately prior to their present appointment, the employee shall be reinstated to their former classification as a regular status employee unless they are discharged as provided in Article 22.

Section 3.

An employee's trial service period may be extended in instances where an employee has any leave of absence of fifteen (15) days or more. A leave of absence shall extend the trial service period by the number of calendar days of the leave taken by the employee.

The trial service period may be extended subject to mutual agreement between the employee and supervisor. Employees serving an extended trial service period remain subject to Section 2, and Section 5 of this Article. When an employee's trial service is extended for the purpose of developing the skills or knowledge necessary for competent job performance, a written extension document shall be provided to the employee. The extension document should include a summary of deficiencies, a clear statement of expectations, and a development / training plan if applicable. A copy of the extension document shall be forwarded to the Council Representative and Human Resources.

Section 4.

Employees on trial service have the right to Union representation for all issues other than termination.

Section 5. Outside Agency Promotional Trial Service

- A.** A regular status employee who is removed from promotional trial service from an executive branch state agency shall have right of return to their former Agency/Bargaining Unit. The Agency shall restore the employee to their former position if it is vacant. If it is not vacant the employee shall be restored to a position in their former classification in their former bargaining unit so long as the employee meets any special qualifications for the position unless charges are filed and they are terminated from employment.
- B.** If an employee is reinstated into a position in their former classification in the bargaining unit and this requires a change in the employee's official work site, the employee will be eligible for moving reimbursement in accordance with the Employer's policy titled, 'Current or Recalled Employee Relocation' (40.055.10) or successor policy.

REV: 2017, 2019

ARTICLE 11 - PERFORMANCE APPRAISAL

Section 1. Performance Appraisal.

Every employee shall receive a performance appraisal at the end of a trial service period, and at least annually thereafter by the employee's eligibility date even if the employee is at the maximum rate for their class. If an employee does not receive an appraisal as scheduled, the employee may request a performance appraisal be done.

The employee's performance will be rated by their immediate excluded supervisor. The rater shall discuss the performance appraisal with the employee. The employee shall have the opportunity to provide their comments to be attached to the performance appraisal. The employee shall sign the performance appraisal and that signature shall only indicate that the employee has read the performance appraisal. A copy shall be provided the employee at this time.

If there are any changes or recommendations to be made in the performance appraisal after the rater has discussed it with the employee, the performance appraisal shall be returned to the rater for discussion with the employee before these changes are made. The employee shall have the opportunity to comment on the changes. The employee shall sign the new performance appraisal and that signature shall only indicate that the employee has read the performance appraisal. A copy shall be provided to the employee at this time.

All written comments provided by the employee shall be attached to the performance appraisal. An employee may, at their option, use the employee development form.

Section 2.

Performance appraisals are neither grievable nor arbitrable under this Agreement except as specified below, nor shall they be used for the purpose of disciplinary action. Performance ratings are pass/fail. Only employees rated "Fail" shall not receive an increase.

The denial of a merit increase is grievable / arbitrable when:

- A.** the supervisor fails to document and inform the employee of deficiencies and/or problems that led to the denial of the merit increase as they occur throughout the evaluation period or
- B.** when the employee disagrees with a "failed" rating.

REV: 2017

ARTICLE 12 - LIMITED DURATION APPOINTMENTS

Section 1.

Persons may be hired for special studies or projects of uncertain or limited duration which are subject to the continuation of funding for a specific project. Such appointments shall be for a stated period not exceeding two (2) years but shall expire upon the earlier termination of the special study or projects unless extended by Legislative process.

The Employer will notify the Union of any new or renewed limited duration employee position it establishes. The notification shall include the approximate duration for which the employee is being hired.

The Agency will notify the Union when the Agency receives permanent funding for limited duration positions that are occupied. Regular status employees occupying these positions shall be direct appointed provided they were competitively hired into the limited duration position.

Section 2.

An employee appointed from a regular status bargaining unit position to a limited duration appointment shall be reinstated to their former or successor classification, if it exists within this bargaining unit, when the limited duration appointment is terminated; in the following order, unless a different placement is mutually agreed between the Agency and the employee:

- The employee's former position, if vacant,
- A vacant position in the same classification in employee's former work unit,
- A vacant position in the same classification within the bargaining unit,
- A vacant position for which they are qualified in an equivalent or lower classification within the bargaining unit.

If the above process does not result in the placement of a returning employee they will be laid off in accordance with Article 16, Layoff Section 2. Such return right shall not apply if charges are filed and they are discharged as provided in Article 22 (Discipline and Discharge).

No person initially hired to State government on a limited duration appointment in this Agency shall be entitled to layoff rights under this Agreement.

Section 3.

A person accepting a limited duration 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. Any questions regarding the renewal or extension of the appointment should be directed to Agency Human Resources.
- B.** That persons who accept a limited duration appointment shall have no layoff rights under this Agreement except those provided under Section 2 of this Article.
- C.** That in all other respects, limited duration appointees have all rights and privileges of other classified represented employees including but not limited to wages, benefits and Union representation under this Agreement.

REV: 2015, 2019

ARTICLE 13 - JOB SHARING

Section 1.

"Job share position" means a full-time position in classified service that may be held by more than one (1) individual on a shared time basis whereby individuals holding the position each work less than full-time but not more than full-time combined.

Section 2.

Job sharing is a voluntary program. Any employee who wishes to participate in job sharing may submit a written request to the supervisor to be considered for job share positions. The supervisor shall determine if job sharing is appropriate for a specific position and will recruit and select employees for job share positions. Where job sharing is determined appropriate, the supervisor agrees to provide written notification to all job share applicants of available job positions in their bargaining unit in the agency.

Section 3.

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

Section 4.

Job sharing employees shall be entitled to share the full Employer-paid insurance benefits for one (1) full-time position based on the prorate of regular hours scheduled per month. The Employer 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 Employer-paid insurance benefits and the full premium amount through payroll deduction.

Section 5.

- A.** If one (1) job share employee vacates the position the immediate supervisor has the right to determine if job sharing is still appropriate for the position.
- B.** If a vacancy exists and the Agency is unable to recruit qualified applicants, or the immediate supervisor determines the job is no longer appropriate for job sharing the remaining employee shall have the right to assume the position on a full-time basis.
- C.** If remaining employee requests to remain part-time and upon approval of the immediate supervisor, the remaining employee may transfer to a vacant part-time position in the same classification or to voluntarily demote. If the above conditions are not available or not acceptable, the employee agrees to resign.

ARTICLE 14 - CLASSIFICATION AND CLASSIFICATION CHANGES

Section 1. Work Out of Classification.

- A.** When an employee is assigned, in writing, by the OSP for a limited time period to perform the major distinguishing duties of a position at a higher level classification

for ten (10) work days, that employee shall be paid at; the next higher step in the employee's current classification; the next higher rate on the compensation plan salary schedule if the employee is at the maximum step of their current salary range; or the first step in the new salary range, whichever is greater.

When assignments are made to work out of classification for more than ten (10) calendar days, the employee shall be compensated for all hours worked beginning from the first day of the assignment for the full period of that particular assignment. At the Union's request, the duration of the assignment shall be reviewed by the Labor Relations Unit.

- B.** An employee who is underfilling a position shall be informed in writing that they are occupying an underfill, the reasons for the underfill and the requirements necessary for the employee to qualify for reclassification to the allocated level. Upon gaining regular status and meeting the requirements for the allocated level of the position, the employee shall be reclassified.
- C.** 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. The employee shall provide a copy of the notice to the Steward.
- D.** An employee who has been assigned and is working out of class to fill a vacant position for more than six (6) months, shall receive the next higher full step in the new salary range upon promotion.
- E.** Assignments of work out of classification shall not be made in a manner which will subvert or circumvent the administration of this Article.

Section 2. Employee Request for Reclassification Procedure.

- A.** Employees may request reclassification by submitting a completed and approved Position Description Form and written explanation for the proposed reclassification. The employee must identify a specific classified classification that is not specific to another State agency to the Agency Human Resources. Employee's request for reclassification must be based on an assertion that the duties and responsibilities of a position have been significantly enlarged, diminished or altered, but the knowledge, skills and abilities required are still essentially similar to those previously required.
- B.** The OSP shall review and verify the duties assigned to the position. Within thirty (30) days after receipt of the reclassification request, the OSP shall notify the Union of its findings. If the findings indicate reclassification, the OSP shall decide to seek approval if necessary or remove the duties. OSP shall notify the employee of the action it will take.

Section 3. Upward Reclassification.

When a position is reclassified upward, a regular incumbent shall be continued in the position. The incumbent shall be advanced to the higher class with the same status held in the lower class if the incumbent meets minimum experience and training requirements. When a position is reclassified upward and the incumbent does not have regular status, the position will be filled competitively at the higher level.

Section 4. Pay for Upward Reclassification.

The effective pay date for an approved upward reclassification is the first of the month following submission to Human Resources. Rate of pay upon upward reclassification shall be the first step of the new salary range, unless the former salary rate was higher than the first step of the new salary range, then the next higher step in the new salary range. In no case shall it exceed the new salary range maximum.

When the OSP determines that an upward reclassification is justified, the employee will be compensated at the step within the new salary range where they are expected to be placed as if the move were effective immediately. The incumbent will continue to receive this compensation until the position receives final legislative budgetary approval or until the higher level duties are removed. If the upward reclassification does not receive final approval from the legislative budget office, the higher level duties will be removed and the employee will return to the prior salary range. During this period, the employee will receive cost of living adjustments and merit increases at the higher rate. The current salary eligibility date will be retained.

Section 5. Salary Eligibility Date Upon Upward Reclassification.

The employee retains their original salary eligibility date unless the salary eligibility date needs to be adjusted to avoid recoupment of wages.

Section 6. Pay for Upward Reclassification Denial.

If the Emergency Board or Legislature does not approve the reclassification request, the employee shall be paid the rate of pay of the higher level classification from the first of the month following the month in which the reclassification request was received by the Agency Human Resources to the date the duties were removed. Any work out of classification pay received during that period shall be deducted from the proposed salary rate.

Section 7. Downward Reclassification.

- A.** When a position is reclassified to another class that carries a lower salary range, the incumbent trial service or regular employee shall be accorded corresponding status in the new classification.
- B.** The OSP shall notify an employee in writing of a downward reclassification of the employee's position, and the specific reasons for doing so within sixty (60) days prior to the effective date.
- C.** If an employee is reclassified downward and their rate of pay is above the maximum of the new classification, their rate of pay will remain the same until a

rate in the salary range of the new classification exceeds it, at which time the employee's salary shall be adjusted to that step.

If the employee's rate of pay is the same as a salary step in the new classification, the employee's salary shall be maintained at the same rate in the lower range.

If the employee's rate of pay is within the new salary range but not at a corresponding salary step, the employee's salary shall be maintained at the current rate until the next eligibility date. At the employee's next eligibility date, if qualified, the employee shall be granted a salary rate increase to the next step within the new salary range. This increase shall not exceed the highest step in the new salary range.

- D. Employees who are reclassified downward will be eligible to apply for reemployment to the classification from which they were reclassified downward.

Section 8. Equal Reclassification Rate.

When an employee is reclassified to a classification having the same salary range, the rate of pay will not be changed.

Section 9. Denied Reclassification/Involuntary Reclassification Appeal Process.

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

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

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

Appeal Decision Process: The Committee will attempt to resolve the appeal by jointly determining whether the current or another classification more accurately depicts

the overall assigned duties, authorities and responsibilities of the position. In this process each of the designees may identify one (1) alternate class that they determine most accurately depicts the purpose of the job and overall assigned duties. The Committee will prepare an initial written decision to the Agency and Union within thirty (30) calendar days of receipt which will include the reasons for the decision. Agency management retains the right to modify duties to ensure consistency with the Agency's work, goals and objectives. If the finding of the committee determines the assigned duties are appropriately classified at a higher salary range and the Agency subsequently removes the higher level duties, the employee will receive a lump sum payment for the difference between the current salary rate including work out of classification pay already paid if any, and the appropriate salary rate for the classification as determined by the committee. This payment shall be for the time period beginning the date in which the request was received by the Agency to the date the duties are removed.

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

The Parties agree to the appointment of a panel of three (3) arbitrators to hear all appeals under this article. Arbitrators shall be assigned on a rotational basis. The arbitrators shall have experience resolving classification issues. An arbitrator may be removed from the panel by mutual agreement of the Parties. However, each party retains the right to initiate a change in that arbitrator's appointment upon notice to the other party. If this occurs, the Parties agree to select another qualified arbitrator. The change in assigned arbitrator shall be effective for any case not yet scheduled for arbitration. The arbitrator's fee and expenses shall be paid by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable. All other expenses shall be borne by the Party requiring the service or item for which payment is to be made.

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

Classification Criteria: For purposes of this section, a reclassification must be based on findings that the purpose of the position is consistent with the concept of the proposed classification and that the class specifications for the proposed

classification more accurately depicts the overall assigned duties, authority and responsibilities of the position.

Terms used above shall be defined as follows:

- i. 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;
- ii. the concept of the proposed classification shall be determined by the general description and distinguishing features of its class specifications; and
- iii. the overall duties, authority and responsibilities of the position shall be determined by the position description and other relevant evidence of duties assigned by the Agency.

This Section supersedes any provisions contained in the Agency's grievance procedure. (See LOA: [Classification and Classification Changes](#))

REV: 2017

ARTICLE 15 - REVIEW OF CLASSIFICATION SERIES

Section 1.

The Department of Administrative Services, CHRO, Labor Relations Unit shall notify the Union of intended classification studies affecting this bargaining unit.

Section 2.

Whenever a change in class specifications or a new classification is proposed affecting members from this bargaining unit, it is agreed that the Department of Administrative Services, Labor Relations Unit, will submit the classification to the Union to provide opportunity for its review and comments. Within thirty (30) days of its receipt of the classification, the Union may present written comments raised on behalf of the represented employees. Any extension of time specified shall be mutually agreed to in writing.

Section 3.

The Union may recommend classification studies to be conducted by the Department of Administrative Services and Labor Relations Unit indicating the reasons for the need for such studies.

(See LOA: [Review of Class Series](#))

ARTICLE 16 - LAYOFF

Section 1. Alternatives to Layoff

1. When the Agency believes that a lack of funds requires a layoff, the Agency will notify the Union no fewer than fifteen (15) calendar days before the Agency issues initial layoff notices. The parties will meet, if requested by either the Agency or Union, to consider alternatives to layoffs such as voluntary reductions in hours or workdays, temporary interruptions of employment or other voluntary employment

options. Alternatives to the layoffs shall require mutual agreement between the Agency and Union. In the absence of any mutual agreement, the Agency will implement layoff procedures consistent with the current applicable agreement.

2.
 - A. Agency and Union discussions under this agreement shall not constitute interim bargaining under the Public Employees Collective Bargaining Act. The parties shall not be required to use the dispute resolution procedures contained in the Public Employees Collective Bargaining Act.
 - B. All discussions that take place under this agreement shall not be subject to Article 1 (Recognition) in the Oregon State Police Support Unit/AFSCME Agreement.

Section 2.

A layoff is defined as a separation from the service for involuntary reasons not reflecting discredit on an employee. An employee shall be given written notice of layoff as far in advance as possible but not less than fifteen (15) calendar days before the effective date, stating the reasons for the layoff.

Section 3.

The layoff procedure shall occur in the following manner:

- A. The OSP shall determine the specific positions to be vacated and employees in those positions shall be notified of layoff. The OSP shall notify, in writing, all affected employees of their service credits and contractual bumping rights. The OSP shall notify the Union and Union President in writing of the service credits of all employees in all affected positions. The OSP shall also post a copy of the service credits of all affected positions on employee bulletin board(s).
- B. Temporary employees working in the classification and geographic area in which a layoff occurs shall be terminated prior to the layoff of trial service or regular employees.
- C. Employees shall be laid off and service credits calculated within a geographic area and within the following separate categories:
 1. Permanent full-time positions
 2. Permanent part-time positions

An initial trial service employee cannot displace any regular status employee.

- D. OSP-Support: An employee notified of a pending layoff shall be placed into an available vacant position in their geographical area. Where no vacancy is available, the employee shall displace the employee in their worksite, or geographic area with the lowest service credits in the same classification or equivalent salary range in which the employee previously held regular status, including any predecessor classifications and for which they are

qualified. If a position is not available in the same geographic area, then the employee shall select one (1) of the following options and communicate such choice in writing to the Personnel Section within five (5) business days after receipt of layoff notification, of the option selected. Employees will be placed into available vacancies prior to displacing employees with lowest service credits for the option selected, either 1, 2 or 3.

1. **Statewide Vacancy or Bumping Rights:** The employee may be placed into an available vacant position or displace an employee with the lowest service credits in the same classification statewide for which they are qualified.
 2. **Agency Demotion:** The employee may demote into an available vacant position or demote to the lowest service credits position in any classification for which they are qualified within the geographic area. Employees who elect to demote shall be placed on any geographic area layoff list of their choice within the Agency for the classification from which they demoted.
 3. **Statewide Demotion:** The employee may demote into an available vacant position or demote to the lowest service credits position in any classification for which they are qualified statewide. Employees who elect to demote shall be placed on any geographic area layoff list of their choice within the Agency for the classification from which they demoted.
 4. **Layoff:** The employee may elect to be laid off. An employee who elects to be laid off shall be placed on the Agency layoff list for the represented service classification from which laid off.
- E. To be qualified for the options under Section 2(D) (1), (2) and (3), the employee must meet all of the minimum qualifications for the position's classification and must be capable of performing the specific requirements of the position as stated in the position description within thirty (30) calendar days. An employee who is seeking to bump another employee has no right to a trial service period of any duration in the position into which the employee is attempting to bump. Further, the thirty (30) calendar day time period is for the purposes of orienting an employee to the position, not training the employee to perform the work.

If an employee meets the minimum qualifications but is not capable of performing the specific requirements of the lowest service credits position, they may displace or demote to the next lowest service credits position in the classification, provided that the incumbent in the next lowest position has lower service credits than the employee displacing or demoting and that the employee is capable of performing the specific requirements of the position.

- F. When exercising an option under Section 2(D) an employee shall only be eligible to displace another employee with lower service credits.
- G. Employees filling job share position which total one (1) full-time equivalent shall be considered as one (1) full-time equivalent. Service credits shall be determined by averaging the two (2) individual scores and the two (2) individuals will be treated as one (1). Employees sharing a job share position and who elect not to be treated as one (1) full-time equivalent shall be considered part-time employees.

Service credits for prior non-job-share time shall be determined by giving the employee one (1) point per month credit for any full-time worked and pro rata credit for each month spent on the job in less than full-time capacity.

Section 4.

Computation of service credits for regular status employees shall be made as follows:

- A. One (1) point per month for each full month of unbroken service in State service excluding temporary service. A break in service is a separation or interruption of employment without pay of more than two (2) years. All part-time service shall be credited on a prorated basis. Periods of leave without pay of fifteen calendar (15) days or more will be deducted from service credits calculations. When a layoff is announced, service credits scores shall be frozen on that date until the layoff and any subsequent bumping activity is completed.
- B. **Tie Scores**
 - 1. If two (2) or more employees have equal service credit within the same geographic area, the order of layoff shall be in inverse of the greatest length of continuous State service.
 - 2. If the first method does not break the tie, the employee with the least length of continuous service in the State Police shall be scheduled for layoff.
 - 3. Should a tie between employees still exist, the order of layoff shall be at the discretion of the appointing authority.

Section 5.

Any trial service employee who is laid off or demoted in lieu of layoff shall not be placed on the OSP-Support layoff list, but shall be restored to the eligible list from which certification was made if the eligible list is still active. Restoration of the list shall be for the remaining period of eligibility that existed at the time of appointment from the list.

Section 6.

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. Agency Layoff Lists.

Names of regular status employees of the OSP who have separated from the service of the State in good standing by layoff or who have demoted in lieu of layoff shall be placed on the appropriate layoff lists in service credit order established by the classification from which the employee was laid off or demoted in lieu of layoff.

The employee shall designate in writing the appropriate geographic areas they wish to be considered for recall. The term of eligibility of candidates placed on the list shall be two (2) years from the date of placement on the list.

Section 8. Recall.

Employees who are on an OSP-Support layoff list and have designated in writing the positions and geographic areas shall be recalled in service credit order beginning with the employee with the highest seniority who meets all of the minimum qualifications for the position and who is capable of performing the specific requirements of the position as stated on the position description within thirty (30) calendar days. An employee who is seeking recall has no right to a trial service period of any duration in the position into which the employee is attempting to return. Further, the thirty (30) calendar day time period is for the purposes of orienting an employee to the position, not training the employee to do the work. Therefore, it is necessary that the employee can perform all of the duties and responsibilities of the position as determined by the OSP prior to being recalled to the position.

If an employee on a layoff list is offered a position, they will have one (1) right of refusal. Upon the second refusal, the employee's name will be removed from the Agency layoff list for that geographic area.

An employee appointed to a position from a layoff list shall be removed from all other layoff lists.

If a temporary appointment is necessary and is expected to last longer than fourteen (14) days and there is a layoff list for that classification, employees on the layoff list shall first be offered the temporary appointment prior to hiring any other temporary. Not accepting a temporary job does not constitute a right of refusal under this Section. This shall only apply to employees separated from State service. Such employees shall be appointed as a temporary employee, remain on the layoff list, and will not be eligible for any benefits covered under this Agreement.

Section 9. Secondary Recall Rights.

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

B. Definitions.

- 1. Geographic areas,** for the purpose of secondary recall, are each location for which an employee may indicate their willingness to relocate on the State's PD100.

2. **Agency Layoff Lists** are intra-agency layoff lists, as defined in each AFSCME Central Table Agency and/or Department of Corrections and Board of Parole bargaining unit Contract.
 3. **Secondary Recall List** is an inter-agency layoff list, which consists of regular status employees who have been separated by layoff from Union-represented positions in AFSCME Central Table Agencies and/or Department of Corrections and Board of Parole and who have elected to be placed on such list, consistent with the definitions of geographic areas defined above.
- C. Coordination with Filling of Vacancy and Layoff Articles.** The recall options provided herein shall be consistent with the priority of recall to positions from layoff within an Agency, as specified within each Agency's contract, except that recall from Agency Layoff Lists shall take precedence over recall from the Secondary Recall List.
- D. Procedures.**
1. **Placement on the Secondary Recall List.**
 - a. Regular status employees who are separated from the service of the State in good standing (meaning no record of economic disciplinary sanctions in their personnel file) by layoff or transferred outside state government due to intergovernmental transfer shall, in addition to their right to be placed on the Agency Layoff List, be given the option of electing placement on the Secondary Recall List by geographic area for other AFSCME-represented bargaining units which utilize the same or successor classification from which they were laid off. The term of eligibility of candidates placed on the list shall be two (2) years from the date of layoff. When an employee is prohibited from participating in the secondary recall process due to the presence of an economic disciplinary sanction in their personnel file, that employee may request and shall be placed on the secondary recall list for the remainder of the two (2) years eligibility following layoff once the discipline has remained in the file for the length of time required by the Agency's contract.
 - b. Employees who elect to be placed on the Secondary Recall List shall specify in writing the AFSCME Central Table and/or Department of Corrections and Board of Parole bargaining units and geographic areas to which they are willing to be recalled.
 2. **Use of the Secondary Recall List.**
 - a. After the exhaustion of the Agency Layoff List for a specific classification within a geographic area, the Secondary Recall List shall be used to fill all positions within a specific classification and geographic area consistent with Section (C) above, until such secondary list is exhausted.

- b. To be eligible for appointment from the Secondary Recall List, a laid off employee on such list must meet the minimum qualifications for the classification and any special qualifications for the position.
 - c. Agencies shall utilize the Secondary Recall List to fill positions by calling for certifications from the list of the five (5) most senior employees who meet the minimum qualifications for the classification and any special qualifications for the position to be filled by selecting one (1) of the five (5) so certified. Seniority for this purpose shall be computed as described per the layoff article of each Agency's contract.
 - d. Where fewer than five (5) eligible employees remain on the Secondary Recall List, the Agency shall select one (1) of these employees who meets the minimum qualifications for the class and any special qualifications for the position.
- 3. Appointments/Refusals of Appointments from the Secondary Recall List.**
- a. A laid off employee on the Secondary Recall List who is offered an appointment from the list and refuses to accept the appointment shall have their name removed from the Secondary Recall List; however, an Agency will not remove an employee's name from the Secondary Recall List where that individual had been a day shift employee and subsequently refuses the offer of a position with swing shift or night shift hours.
 - b. Employees appointed to positions from the Secondary Recall List shall have their names removed from their Agency Layoff List(s) and the Secondary Recall List.
 - c. Employees appointed to positions from the Secondary Recall List shall serve a trial service period not to exceed three (3) full months except that employees hired into the Offender Information and Sentence Unit as Prison Term Analyst (PTA) shall serve a trial service period consistent with the DOC agreement. Administration of the trial service period shall be consistent with the hiring Agency's contract. However, employees who fail to successfully complete this trial service period shall have their names restored to the Agency Layoff List(s) on which they previously had standing. Restoration to the Agency Layoff List(s) shall be for the remaining period of eligibility that existed at the time of appointment from the Secondary Recall List. An employee may also petition the DAS-Labor Relations Unit to also be restored to the Secondary Recall List for the remainder of the initial twenty-four (24)-month recall period where the trial service removal was not related to potential misconduct warranting an economic or dismissal sanction. In no instance shall the DAS-Labor Relations Unit's decision be grievable.

- d. Employees appointed to positions from the Secondary Recall List shall not be entitled to moving expenses.

Section 10. Geographic Area

For OSP-Support Unit the geographic areas will be as follows:

- A. Salem
Albany
McMinnville
Springfield
- B. Portland Area
The Dalles
- C. Pendleton
- D. Roseburg
- E. Baker City
Ontario
La Grande
- F. Central Point
Klamath Falls
- G. Astoria
Tillamook
- H. Coos Bay
Gold Beach
- I. Newport
- J. Bend

If work site(s) for AFSCME-represented employees are added during the lifetime of this Agreement, placement into an existing geographic area or addition of a new separate geographic area shall be bargained.

The Union will be notified when the Department adds or closes work sites in the geographic areas.

Section 11.

Any temporary interruption of employment because of lack of work or unexpected or unusual reasons beyond the Employer's control which does not exceed fifteen (15) consecutive days, shall not be considered a layoff if, at the termination of such conditions, employee(s) are to be returned to employment. Such interruptions of employment shall be recorded and reported as leave without pay for FLSA eligible employees.

Section 12.

Employees who elect to displace, demote and/or recalled from layoff do not receive reimbursement for travel nor moving expenses associated with the appointment.

Section 13.

There shall be no cross bumping between management service, unrepresented service, other bargaining units, and the AFSCME/Support Unit. However, after termination of unclassified, exempt or management service for reasons other than specified by ORS 240.555, employees who held positions in the Classified Service shall be restored to their former status, classification, or similar classification for which qualified in Classified Service. If a reduction in force is required in connection with such return, it shall be accomplished through this Article as if the employee returning had always been a part of the bargaining unit.

Section 14.

When the Employer declares that a lack of funds will necessitate a layoff, the Union will meet, if requested by the Employer, to consider such alternatives to layoffs as: voluntary reductions in hours; voluntary leaves of absence without pay; other voluntary programs and/or temporary interruptions of employment. Such alternatives shall be subject to mutual agreement by the Union and the Employer. In the absence of such mutual agreement, the Employer may implement layoff procedures consistent with the Collective Bargaining Agreement.

REV: 2015

ARTICLE 17 - EDUCATION AND TRAINING

Section 1.

The Department will, as far as it is reasonably practicable to do so, provide training and education opportunities for employees including support and technical staff. Such opportunities may include, but not be limited to, job-related training, career development, job rotations, and special assignments. The Department will obtain and disseminate current information about available training and opportunities on a timely basis. Subject to agency operating needs, and with management approval, employees may be granted paid release time to participate in training and/or educational courses, job shadowing, or cross training.

Section 2.

An employee may submit a written request for training to the employee's immediate supervisor. The Department will respond to all training requests within seven (7) business days. Upon the employee's request, the Department will provide the employee with an explanation of a denial of a training request.

Section 3.

Training for employees may be conducted both during and outside of an employee's work schedule. When an employee's attendance is required by the Department, the employee shall be notified in writing, and the employee shall be paid for the time as time worked.

Section 4.

The Department may offer in-house training for employees to improve their knowledge, skills and abilities to perform their job. Attendance at such training may be mandatory without loss of pay to the employee. The Department shall determine the method of travel and employees may be reimbursed for travel expenses as appropriate under the travel policy.

Section 5.

If a regular status employee desires reimbursement for course registration for training outside of the Department, the employee must receive written approval from the Department.

Section 6.

The Employer will reimburse an employee for seventy-five percent (75%) of the cost of tuition and books from coursework at an accredited university or college, so long as the subject matter of the course is not religious based or a discredit to the Employer. Only those courses offered at an accredited university or college will qualify. Reimbursable tuition costs will not exceed those found at a state university in Oregon. These tuition costs are considered an eligible expense for purposes of a payday advance under Article 28. C of this Agreement.

The Employer will fund five thousand dollars (\$5,000) per year for the purpose of tuition reimbursement. Unused funds from year one (1) of the biennium will be carried over to year two (2) of the biennium. Reimbursement will be on a first (1st) come first (1st) served basis. Once ten thousand dollars (\$10,000) has been expended in the biennium, the employer is not obligated to issue any further tuition reimbursement, but may do so at it's own discretion.

Employees may submit a hardship tuition advance request to the Human Resources Office. Such advance will be evaluated on a case-by-case basis. In the event that an advance is granted and the employee does not receive a satisfactory grade, recoupment will be made according to Article 30 of this Agreement.

Application for reimbursement will be made on a form supplied by the Department. The original request must be submitted to the Office of Professional Standards. A satisfactory grade of "C" or higher (or "pass" in the case of a pass / fail grading system) is required for reimbursement. In the case of a graduate program, the employee must obtain the grade level in the course necessary to continue participation in the graduate program.

If the Employer requires the employee to attend any formal training course, all tuition, books, and incidental fees will be paid in full by the Employer.

Section 7.

Where the Agency requires an employee to be a notary public, the Agency will pay for such certification until such requirement is removed.

REV: 2017, 2019

ARTICLE 18 - REIMBURSEMENT OF PERSONAL PROPERTY

Section 1.

The Agency will follow, and the employee may only pursue claims pursuant to, Risk Management Rules and Policy.

Section 2.

For employees assigned as Evidence Technicians, agency-issued apparel, required to be worn in the performance of the employee's duties, that comes into contact with substantiated biohazard substances, subject to supervisory approval, will be laundered at the Agency's expense.

The current practice of laundering lab coats at Agency expense will continue.

ARTICLE 19 - TRAVEL, MILEAGE AND MOVING EXPENSE REIMBURSEMENT

Section 1. Travel and Mileage Allowance.

Reimbursements and procedures will be in accordance with Oregon Accounting Manual, Policy No. 40.01.00.PO, and its successors. Changes in this policy will be automatically incorporated into this contract article.

Section 2. Moving Expenses.

Reimbursements and procedures will be in accordance with the Department of Administrative Services, Chief Human Resource Office Policy 40.055.10, and its successors. Changes in this policy will be automatically incorporated into this contract article.

Section 3. Travel Pay.

[See Article 33 – Hours of Work/Overtime, Section 6.](#)

ARTICLE 20 - SAFETY AND HEALTH

Section 1.

- A.** It is further the intent of this Agreement that the parties will mutually strive to maintain a suitable and safe working environment for all employees. The Employer agrees to abide by standards of safety and health in accordance with Oregon Statutes and Administrative Rules, including immunization against or testing for exposure to serious communicable disease while performing their official duties. Issues arising under this Section are not arbitrable.
- B.** The Agency will give serious consideration to safety and health issues/recommendations received from the joint labor/management committee or safety committee.

Section 2. Respectful Workplace

- A.** The Employer is committed to taking appropriate measures to create and maintain a workplace that is respectful and free from inappropriate workplace behavior for

all Agency employees pursuant to the statewide policy titled 'Maintaining a Professional Workplace Policy' (50.010.03).

- B.** If an Agency employee believes an Agency employee, supervisor or manager has violated the statewide policy titled 'Maintaining a Professional Workplace' (50.010.03), the employee shall submit a complaint pursuant to the process outlined in the policy. The Agency complaint form will be accessible to all employees both online and through the Agency's Human Resources Office.
- C.** The employee may have a Union representative present during regular work hours when reporting inappropriate workplace behavior and through the process outlined in this section.
- D.** The Agency shall investigate the complaint and shall provide a written response to the employee filing the complaint within thirty (30) calendar days of the complaint being filed. When circumstances warrant it, the Agency may take additional time to complete the investigation in blocks of additional thirty (30) calendar days with notice to the Union. The response will include whether the complaint was substantiated and any relevant non confidential information pertaining to the remedial steps taken, if any. Repeated behavior or conduct shall be reported to the Agency Human Resource Office.
- E.** For purposes of this Section, the grievance procedure in Subsection 6 replaces the grievance procedure outlined in the local agreement.
- F.**
 - 1.** If the employee who filed the complaint believes that the Agency did not respond to the complaint or the complaint process was not followed, the Union, on behalf of the employee, may file a grievance directly with the Agency Head. The Agency Head or designee shall respond to the grievance within thirty (30) calendar days from the date of receipt of the grievance.
 - 2.** If the employee continues to believe the Agency did not respond to the complaint or did not follow the complaint process, the Union, on behalf of the employee may, within fifteen (15) calendar days of the Agency Head or designee's response, file the grievance with the Department of Administrative Services Labor Relations Unit. The grievance will be investigated and a response provided within thirty (30) calendar days from the date the grievance was appealed to the Department of Administrative Services.
 - 3.** If the Department of Administrative Services Labor Relations Unit's response did not respond to the complaint or did not address whether the complaint process was followed, the Union may, within fifteen (15) calendar days, file an arbitration request with the Department of Administrative Services and send a copy to the Employment Relations Board asking for a list of seven (7) qualified arbitrators.

4. The arbitrator shall not have authority to impose any employment actions, including but not limited to discipline on any employee, supervisor or manager, transfer of any employee, supervisor or manager, reassign an employee, supervisor or manager to another work location or duties or otherwise affect staffing. In addition, the arbitrator shall not have authority to impose or establish any monetary penalties or costs, award front or back pay, issue any monetary damages for pain and suffering or stress related claims.

G. No employee shall be subject to retaliation for reporting or filing a complaint, providing a statement or otherwise participating in the administration of the statewide policy or grievance process outlined in this section. Reports of retaliation shall be reported to the Agency Human Resources Office.

(See LOA: [Safety and Health](#))

REV: 2017

ARTICLE 21 - CONTRACTING OUT

Section 1.

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

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

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

Section 2.

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

Section 3.

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

"Displaced" as used in this Article means when the work an employee is performing is contracted to another entity outside state government and the employee is removed from their job.

Section 4.

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

- A.** Require the contractor to hire employees displaced by the contract at the same rate of pay for a minimum of six (6) months subject only to "just cause" terminations. In this instance, the state will continue to provide each such employee with six (6) months of health and dental insurance coverage through the Public Employee Benefits Board, if continuation of coverage under the Bargaining Unit Benefits Board is allowed by law and pertinent rules of eligibility. Pursuant to Article 16, an eligible employee shall be placed on the Agency layoff list and may, at the employee's discretion, be placed on a secondary recall list for a period of two (2) years; or
- B.** Place employees displaced by a contract elsewhere in state government in the following order of priority: within the Agency, within the department, or within state service generally. Salaries of employees placed in lower classifications will be red-circled. To the extent this Article conflicts with Article 8 - Filling of Vacancies, this Article shall prevail.
- C.** An employee may exercise all applicable rights under Article 16 - Layoff.

Section 5.

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

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

Section 6. Review of Contracted Work

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

(See LOA: [Feasibility Study](#))

ARTICLE 22 - DISCIPLINE AND DISCHARGE

Section 1. Weingarten Rights.

Upon request, an employee shall have the right to Union representation during an investigatory interview that an employee reasonably believes will result in disciplinary action. The employee will have the opportunity to consult with a local Union Steward or an AFSCME Council Representative before the interview, but such consultation shall not cause an undue delay.

Section 2. Categorization of Complaint

The employee will be informed as to the categorization of the complaint prior to an interview if the Employer believes the employee is the subject of the investigation. The Employer will categorize complaints as either a minor conduct investigation or formal complaint investigation.

Section 3. Minor Conduct Infractions.

It is the intent of the Parties that investigations of minor conduct infractions be completed in an efficient manner with the goal of providing timely feedback to the employee. The process set forth in this Section does not preclude a supervisor from exercising day to day supervision and counseling outside of this process.

Minor conduct infractions may include, but are not limited to: rudeness, offensive language, or minor procedural/performance errors. Corrective action will not exceed a verbal reprimand and will be assessed according to the following procedure:

- A. The Supervisor shall determine instances of like or similar conduct for the employee. Instances of repeated behavior may preclude consideration under this Section.
- B. Notice of the employee's right to have a steward present will be provided to the employee prior to an interview. This notice will include the proposed level of corrective action if the allegation(s) are proven true.
- C. The employee may choose to stipulate to the alleged conduct, opt to waive the personnel investigation process and accept the proposed level of

informal corrective action. As part of the stipulation process the employee shall have access to all known evidence, if requested, related to the allegation (reports, etc.) Corrective action resulting from stipulation ;may not be grieved. A stipulation does not preclude the Agency from conducting an interview with the employee.

- D. If the employee does not stipulate to the alleged conduct, an investigation will be conducted by an Agency supervisor/manager so long as they are not a fact witness to the matter. Any corrective action completed using the process described above shall be considered to meet the elements of just cause as it relates to the requirement to conduct a full and fair investigation.
- E. Verbal reprimands, verbal counseling and letters of instruction may not be grieved.

When a minor conduct investigation has been initiated and new information is learned that places the appropriate disposition at a significantly higher level (economic sanction or termination), the Agency reserves the right to stop the minor conduct investigation process and conduct a formal complaint investigation. The employee shall be informed that the complaint has been re-categorized as a formal complaint.

Section 4 Investigatory Timelines.

- A. When conducting an investigation for a minor conduct violation, the Agency must interview the employee within thirty (30) calendar days of the time the Agency becomes aware of the alleged misconduct. A determination shall normally be rendered within sixty (60) calendar days of the first (1st) interview with the employee unless the complexity of the issue being investigated requires an extension. The Agency will notify the Union in the event that an extension is required.
- B. Formal complaint investigations that indicate alleged conduct that if substantiated, could result in corrective action at a written reprimand or higher. When conducting a formal complaint investigation, the Agency must interview the employee within sixty (60) calendar days of the time the Agency becomes aware of the alleged misconduct. A determination shall normally be rendered within sixty (60) calendar days of the first (1st) interview with the employee unless the complexity of the issue being investigated requires an extension. The Agency will notify the Union in the event that an extension is required.

Section 5. Discipline Appeals.

- A. Progressive discipline shall be used when appropriate. Disciplinary action, including discharge, for regular status employee shall be for just cause.
- B. Reduction in pay, Suspension, Demotion and Dismissal Appeals. An FLSA-nonexempt employee reduced in pay, demoted, or suspended without pay and an FLSA-exempt employee suspended without pay in full work week increments or demoted shall receive written notice of the discipline with the specific charges and facts supporting the discipline at the time disciplinary action is taken. An FLSA-exempt employee demoted or suspended for safety violations consistent with the

salary basis requirements of the FLSA shall receive written notice of the discipline and of the specific charges supporting the discipline.

The written reprimand, reduction, demotion, suspension or dismissal of a regular status employee may be appealed directly in writing to the Superintendent or designee at STEP 4 of the Grievance Procedure and must be within fifteen (15) calendar days from the effective date of the action.

- C. If the grievance remains unresolved at STEP 4, the Union may file the grievance in writing with the Department of Administrative Services, Labor Relations Unit within fifteen (15) calendar days following date the response at STEP 4 was due or received, whichever is sooner. The Department of Administrative Services, Labor Relations Unit, shall respond within thirty (30) calendar days following receipt of the appeal.

In the event the response from the Department of Administrative Services is acceptable to the Union, such response shall have the same force and effect as a decision or award of an arbitrator, and shall be final and binding on all parties and they will abide thereby.

- D. If the grievance is unresolved following Department of Administrative Services review, the Union may submit in writing the grievance to arbitration. The appeal must be in writing and received by the Department of Administrative Services within fifteen (15) calendar days after the STEP 5 response was due or received, whichever is sooner, according to Article 23 (Grievance Procedure).

Section 6. Dismissal.

Where discharge may be contemplated, a written pre-dismissal notice shall be given to a regular status employee against whom a charge is presented. Such notice shall include the known complaints, facts and charges, and a statement that the employee may be dismissed. The employee shall be afforded an opportunity to refute such charges or present mitigating circumstances to the immediate excluded supervisor at a time and date set forth in the notice which date shall not be less than seven (7) calendar days from the date the notice is received. The employee shall be permitted to have a Union Representative or shop Steward present. At the discretion of the immediate excluded supervisor, the employee may be suspended with or without pay, reassigned, or be allowed to continue their work as specified within the pre-dismissal notice. Should an employee be suspended without pay, the employee will first be afforded notice and the right to present mitigating circumstances to the Supervisor.

Section 7.

If the employee does not approve sending the notices of pre-dismissal, suspension, reduction, demotion and dismissal to the Union then the employee shall sign a waiver form. If a waiver is not signed, the notices shall be forwarded electronically to the Union on the same day as the employee is notified.

REV: 2017, 2019

ARTICLE 23 - GRIEVANCE PROCEDURE

Section 1.

Grievances are defined as act(s), omission(s), application(s) or interpretation(s) alleged to be violations of the terms and conditions of this Agreement.

Section 2.

It is the intent of the OSP and the Union to resolve employee grievances by informal methods if possible. Informal methods include discussions between the parties in hopes of resolving grievances. Union stewards shall be in paid status for such discussions. However, such informal methods do not supersede the timeline requirement outlined in this Article except by mutual agreement pursuant to Section 10. If the Union desires a formal resolution of any grievance as defined in Section 1 (except complaints of unlawful discrimination), such grievance shall be processed as provided under Section 3 Step 2 of this Article.

Section 3. Grievance Steps.

Employee may elect to file the grievance at either STEP 1 or STEP 2. If STEP 1 is used and the response does not resolve the grievance, the Union may file an official grievance on its official grievance form in writing at the STEP 3 level.

STEP 1 - Informal Step (Optional)

Any affected employee may file a grievance within thirty (30) calendar days of the date that the employee knew or should have known of the alleged violation(s). The grievant shall provide, in writing, (a) a statement of the grievance and the relevant facts sufficient to process the grievance; (b) the specific provision or provisions of the Agreement alleged to be violated; and (c) the remedy sought.

Prior to the supervisor's response, the supervisor shall meet with the grievant. The supervisor shall provide a written response to the grievant within fifteen (15) calendar days of receipt, with a copy to the Union.

If the grievance is resolved at STEP 1, the informal grievance settlements shall be reduced to writing and signed by the grievant and first line supervisor, who shall send a copy, when signed, to the assigned AFSCME Council Representative and the Labor Relations Unit. Each informal grievance settlement shall include the following statement:

"Informal grievance settlements are nonprecedential and may not be cited by either party or their agents or members in any arbitration or factfinding proceedings now or in the future."

Actions taken pursuant to Informal settlement agreements shall not be contrary to Collective Bargaining Agreement or ORS Chapter 243 and shall not give rise to any bargaining or other consequential obligations.

STEP 2 - If STEP 1 (Informal Step) is not utilized, the Union may file an official grievance on the official grievance form to the immediate excluded supervisor within thirty (30) calendar days of the alleged violation (s). The grievance shall include: (a) a statement of the grievance and the relevant facts sufficient to process the grievance; (b) the specific

provision or provisions of the Agreement alleged to be violated; and (c) the remedy sought. Once the grievance has been filed at STEP 2, it cannot be expanded. The supervisor shall respond in writing within fifteen (15) calendar days after receipt of the grievance.

STEP 3 - If the grievance remains unresolved at STEP 2, the Union may file the grievance in writing to the Division Director or Region Captain, within fifteen (15) calendar days following the date the response at STEP 2 was due or received, whichever is sooner. The Division Director or Region Captain and/or designee shall respond within fifteen (15) calendar days following receipt of the appeal.

STEP 4 - Superintendent or Designee. If the grievance remains unresolved at STEP 3, the Union may file the grievance in writing with the Superintendent or designee within fifteen (15) calendar days following date the response at STEP 3 was due or received, whichever is sooner. The Superintendent or designee shall respond within fifteen (15) calendar days following receipt of the appeal.

STEP 5 - Department of Administrative Services, Labor Relations Unit Review. If the grievance remains unresolved at STEP 4, the Union may file the grievance in writing with the Department of Administrative Services, Labor Relations Unit within fifteen (15) calendar days following date the response at STEP 4 was due or received, whichever is sooner. The Department of Administrative Services, Labor Relations Unit, shall respond within fifteen (15) calendar days following receipt of the appeal. For purposes of this article, an appeal in writing can be delivered by first class registered or certified mail, postage paid, by fax or by electronic mail to the Labor Relations Unit email address LRU@oregon.gov.

In the event the response from the Department of Administrative Services is acceptable to the Union, such response shall have the same force and effect as a decision or award of an arbitrator, and shall be final and binding on all parties and they will abide thereby.

If the grievance is unresolved following Department of Administrative Services review, the Union may submit in writing the grievance to arbitration.

STEP 6 - Submission to Arbitration. To be valid, a request for arbitration must be in writing and received by the Department of Administrative Services within fifteen (15) calendar days after the STEP 5 (STEP 4 for Dismissals) was due or received whichever is sooner.

Section 4.

Employees are entitled to representation by either a Union Representative or Shop Steward at any Step, except STEP 1.

Section 5.

Once a bargaining unit member files a grievance, the employee shall not be required to discuss the subject matter of the grievance without the presence of the Union Representative or Union Steward unless s/he waives the presence of a Union Representative or Steward.

Section 6. Selection of Arbitrator.

In the event that arbitration becomes necessary, the Union will request within fifteen (15) calendar days from appealing the grievance to arbitration, a list of the names of five (5) qualified arbitrators from the Employment Relations Board. Within ten (10) working days of the receipt of the list, unless mutually agreed otherwise, the parties will select an arbitrator by alternately striking one (1) name from the list, with the moving party striking first until only one (1) name remains on the list. The name remaining on the list shall serve as the arbitrator. The arbitrator will provide available dates to both parties. Within ten (10) working days of receipt of the available dates, the parties shall select a mutually agreeable date and shall inform the arbitrator. If the parties are unable to agree on dates, the parties may make one (1) request for a new set of dates. If the parties cannot then agree on a date, the arbitrator has the authority to schedule the hearing from any additional available dates.

Section 7. Arbitrator's Authority.

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 arbitrator shall have no authority to add to, subtract from, change, or modify any of the terms of this Agreement, to change an existing wage rate or establish a new wage rate. The arbitrator shall have the power to return a grievant to employee status, with or without back pay, or to mitigate the penalty as equity suggests under the facts.

Section 8. Expenses of Arbitration.

Arbitrator 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 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 9. Mediation.

Subsequent to a valid arbitration request and prior to the selection of an arbitrator, either the Department of Administrative Services or the Union may request mediation of the grievance. If agreed to by both parties, mediation will be scheduled and conducted by the Conciliation Service Division of the Employment Relations Board. Mediation is not a mandatory step of the grievance procedure.

Section 10.

Time limits may be extended by agreement of the parties. Such extensions must be in writing and shall become part of the grievance record.

Section 11.

Failure of the aggrieved party or Union to comply with the time limits outlined above shall constitute abandonment of the grievance and it cannot be resubmitted.

Section 12.

If the employee does not approve sending the notices of pre-dismissal, suspension, reduction, demotion and dismissal to the Union, the employee shall sign a waiver form. If a waiver is not signed, the notices shall be forwarded to the Union on the same day as the employee is notified.

Section 13. Expedited Grievance Arbitration.

- A.** Upon mutual agreement, the Employer and Union may agree to use the expedited arbitration process contained in this subsection for grievances that are timely and properly filed and subject to arbitration as provided for in this agreement. The parties will use language from this section of the article in the selection of the arbitrator, payment and all other conditions that apply to the hiring of an arbitrator as stated below.
- B.** The parties shall select an arbitrator by requesting the Employment Relations Board for a list of seven (7) qualified arbitrators who have offices in Oregon and Washington and agree to work under the rules set forth in this subsection. The order of striking shall be determined by a coin flip. Each party shall have the right to alternately strike a total of three (3) names from the list with the remaining name on the list being the selected arbitrator.
- C.** The cost of the arbitration shall be borne by the losing party as stipulated by the arbitrator.
- D.** The use of the expedited arbitration process shall be determined at the time the parties schedule dates with the arbitrator.
- E.** The parties shall develop a stipulation of facts and affidavits and other time saving methods whenever possible and when mutually agreed upon.
- F.** Case presentation will be limited to opening statements, brief recitation of facts, witness presentation and closing oral arguments. No post hearing briefs shall be filed and no court reporter transcripts shall be made. However, nothing prevents either party from keeping their own notes. The hearing will be completed within one (1) business day unless otherwise agreed upon by the parties.
- G.** The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties.
- H.** At their discretion, the arbitrator may issue a bench decision at the conclusion of the hearing or may issue a written award no later than seven (7) calendar days from the close of hearing excluding weekends and holidays. The arbitrator's award shall be based on the record and shall include a brief explanation of the basis for the award.
- I.** The award shall be in writing and signed by the arbitrator. If the arbitrator determines a formal opinion is necessary, the award will be in summary fashion.
- J.** The arbitration award shall not establish a precedent for any current or future cases on the same or related subject unless the parties agree otherwise prior to the hearing.

REV: 2015, 2019

ARTICLE 24 - LABOR-MANAGEMENT COMMITTEE

Section 1. Purpose.

In order to facilitate communication between the parties and to promote cooperative employer/employee relations, the Employer and AFSCME agree to form a joint Labor/Management Committee which shall meet as necessary to discuss matters of mutual concern. The Labor Management committee does not have the authority to negotiate or to enter into binding agreements that would contravene any provision of the Collective Bargaining Agreement. The Labor Management Committee will meet, confer, discuss matters effecting the Union membership, and share information of mutual interest pertaining to the Oregon State Police.

Section 2. Committee Composition.

The Committee shall be composed of up to six (6) bargaining unit members appointed by the Union and up to six (6) members of management appointed by the OSP, unless mutually agreed otherwise. In addition, one (1) Human Resources representative and one (1) AFSCME Council Representatives may attend as advisory members. Individuals may be invited by either the Union or the Agency, who may provide information or act as advisors. Agency employees appointed to the committee shall be in pay status during time spent in committee meetings. Approved time spent in meetings shall neither be charged to leave credits nor considered as overtime work.

Section 3. Meetings and Agenda.

The Labor/Management Committee shall meet as necessary, but no less than quarterly. Labor/Management Committee meeting agendas may be prepared in advance, when possible and provided to all members at least five (5) working days in advance of the scheduled meeting. Management will provide regular updates pertaining to policy development and revision, training and development and the Agency's strategic objectives.

Labor/Management Committee meetings shall be conducted in good faith. The parties shall alternate responsibility for chairing the meetings; the chair shall be responsible for preparing the agenda and distribution of meeting minutes. Decision-making shall be by consensus.

Section 4. Authority of Committee.

The Labor/Management Committee shall have no power to contravene any provision of this Agreement; nor to enter into any Letter of Agreement; negotiate, or to resolve disputes concerning the interpretation or application of any provision of this Agreement. The Committee may form subcommittees and/or task teams to gather information and/or address concerns of mutual interest. The Committee shall be empowered to make joint recommendations on issues which are brought before it. Such recommendations approved by the Committee shall be presented to the OSP for response and/or action. The OSP response shall be in writing and shall be submitted to the Committee.

No discussion or review of any matter by the Labor/Management Committee shall forfeit or affect the time frames of the settlement of disputes procedure (Article 23).

REV: 2017

ARTICLE 25 – SALARIES

Section 1. PERS Pickup

Effective February 1, 2019 compensation plan salary rates for PERS participating members shall be increased by six and ninety five one 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. Cost of Living Adjustment (COLA).

A. Effective July 1, 2019 or on the first of the month following receipt of an interest arbitration award whichever is later, all pay rates will be increased by two and fifteen hundredths percent (2.15%).

The salary alignment shall be applied first before the cost of living adjustment. The cost of living adjustment shall be applied before the implementation of selective salary adjustments.

B. Effective October 1, 2020 or first of the month following receipt of an interest arbitration award whichever is later, all pay rates will be increased by three percent (3%).

C. Effective July 1, 2020 or first of the month following receipt of an interest arbitration award whichever is later, an additional step shall be added to all salary ranges. Implementation shall be on a least cost 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. However, this does not apply to anyone red circled above the new top step.

The cost of living adjustment shall be applied first before the additional new step is implemented.

Section 38. Selective Salary Adjustment

<u>Class #</u>	<u>Classification Title</u>	<u>From</u>	<u>To</u>
4418	Automotive Tech 1	17	19
4419	Automotive Tech 2	21	23
0119	Executive Support Specialist 2	19	20
0322	Public Service Rep 2	12C	13C
0324	Public Service Rep 4	19	20
<u>Class #</u>	<u>Classification Title</u>	<u>From</u>	<u>To</u>
0103	Office Specialist 1	12C	13C
2511	Electronic Pub Design Spec 2	21	22
2512	Electronic Pub Design Spec 3	23	25
5233	Investigator 3	25	26
4409	General Maintenance Mechanic	17T	21

Effective July 1, 2019 or the first of the month following ratification of the local agreement whichever is later, all employees will retain their current salary rate in the new range

except that employees whose current rate is below the first step of the new range shall be moved to the first step in the new range and a new salary eligibility date what would be twelve (12) months from the effective date of the selective salary adjustment will be assigned. For an employee whose rate is within the new salary range but not at a corresponding step, the employee's salary shall be adjusted to the next higher rate closest to the employee's current salary rate.

REV: 2015, 2017, 2019

ARTICLE 26 - HEALTH 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 unless 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 unless otherwise required by law. This prorated contribution shall be prorated based on the ratio of paid regular hours to full-time hours to the nearest full percent.

Section 3. Plan Years 2019 through 2021.

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 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 one percent (1%).

Section 4.

If the Collective Bargaining Agreement provides for a COLA with an effective date in 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.

(See LOA: [PMAC, Part Time Medical Insurance Computation and Subsidy](#))

REV: 2015, 2017, 2019

ARTICLE 27 - SHIFT DIFFERENTIAL

Section 1. Regular Shift Differential

An employee, who is not in paid overtime status for time worked, shall be paid an additional differential of seventy-five cents (\$.75) per hour for each hour or major portion (thirty (30) minutes or more) thereof worked between 6:00 p.m. and 6:00 a.m. and for each hour or major portion (thirty (30) minutes or more) thereof worked on Saturday and Sunday.

Section 2. Special Shift Differential

An employee who is regularly scheduled or assigned by management for five (5) consecutive days or more to work evenings or weekends will receive a special shift differential of one dollar and twenty-five cents (\$1.25) per hour for each hour or major portion (thirty (30) minutes or more) thereof worked between 6:00 p.m. and 6:00 a.m. and for each hour or major portion (thirty (30) minutes or more) thereof worked on Saturday and Sunday. This differential shall not be combined with regular shift differential pursuant to Section 1 of this Article.

Section 3.

This Article shall not apply when an employee is on any paid leave condition or on-call or standby duty.

REV: 2015, 2017

ARTICLE 28 - PAYDAY AND PAY ADVANCES

- A.** All employees shall normally be paid no later than the first of the month. When a payday occurs on Monday through Friday, payroll checks shall be released to employees on that day. When a payday falls on a Saturday, Sunday or Holiday, employee paychecks shall be made available after 8:00 a.m. on the last working day of the month. The release day for December paychecks dated January 1 shall be the first working day in January to avoid the risk of December's paychecks being included in the prior year's earnings for tax.
- B.** Employees will be allowed one (1) pay advance during their first thirty (30) days of employment.
- C.** The parties agree that pay advances will be kept to an absolute minimum and are for emergencies and unexpected financial hardships. Within that context, employees may obtain an advance on their salary subject to management's approval. The amount of the request shall not exceed sixty percent (60%) of gross pay earned to date in the month, but shall be at least one hundred dollars (\$100.00). Employees may convert accrued compensatory time or vacation time in lieu of a payday advance. Employees may submit requests up to the final monthly payroll cutoff date. Pay advance requests will normally be submitted to the payroll office by the fifteenth (15th) of the month. If any employee requests more than one (1) pay advance in any twelve (12)-month period, management has the right to deny it, if a valid emergency does not exist.

REV: 2015, 2019

ARTICLE 29 - SALARY ADMINISTRATION

Section 1. Merit Salary Increase.

Employees shall be eligible for consideration for merit salary increases following:

- A.** Completion of the initial twelve (12) months of service.
- B.** Completion of six (6) months of service following promotion.

- C. Annual periods after (A) or (B) above until the employee has reached the top of the salary range.

Merit salary increases shall be no less than one step and may be granted upon recommendation of the employee's immediate supervisor and approval of the appointing authority. The immediate supervisor shall give written notice to an employee of withholding of a merit salary increase prior to the eligibility date, including a statement of the reason(s) it is being withheld.

Section 2. Salary on Promotion.

An employee shall be given no less than an increase to the next higher rate that constitutes a full step in the new salary range effective on the date of promotion. If an employee is demoted or removed during trial service as a result of a promotion, their salary shall be reduced to the former step, and the previous salary eligibility date shall be restored.

If the employee's salary eligibility date occurs during the promotional trial service period, upon reinstatement to the previous class in the bargaining unit, the salary eligibility date prior to promotion will be recognized.

Section 3. 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 salary step, the employee's salary shall be maintained at that step in the lower range.

Whenever an employee demotes to a job classification in a salary range which does not have corresponding salary steps 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 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 rate is below the next higher rate in the salary range. This increase shall not exceed the highest rate in the new salary range.

Whenever employees demote to a job classification in a lower range, but their 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 4. Salary on Lateral Transfer.

An employee's salary and merit review date shall remain the same when transferring from one position to another within the bargaining unit which has the same salary range.

Section 5. Effect of Break in Service.

When an employee separates from State service and subsequently returns to State service with the OSP within a two (2) year period, except as a temporary employee, the

employee's previous salary eligibility date shall be adjusted by the amount of break in service.

Section 6. Rate of Pay on Appointment from Layoff List.

When an individual is appointed from a layoff list to a position in the same class in which the person was previously employed, the person shall be paid at the same salary step at which such employee was being paid at the time of layoff.

(See LOC: [Salary Administration](#))

REV: 2017,2019

ARTICLE 30 - RECOUPMENT OF WAGE AND BENEFIT

Section 1. Overpayments.

- A.** In the event that an employee receives wages or benefits from the Agency to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Agency shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid other than the normal monthly payroll reconciliations. For purposes of recovering overpayments by payroll deduction, the following shall apply:
- 1.** The Agency will notify the employee of the overpayment and establish an automatic repayment plan of five percent (5%) through payroll deduction. The employee may request an alternate method of repayment by contracting their Agency payroll manager. The Agency will not deduct overpayments via payroll deduction for overpayments dating more than twenty-four (24) months prior to the date the employee was notified.
 - 2.** 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 monthly base salary. If an overpayment is less than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves Agency service before the Agency fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.
- B.** An employee who disagrees with the Agency's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure.
- C.** The Article does not waive the Agency's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

Section 2. Underpayments.

- A.** 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.

- B. This Section shall not apply to claims disputing eligibility for payments which result from other provisions of the Agreement. Employees claiming such payments must pursue those claims pursuant to the time lines elsewhere in this Agreement.

Section 3. Payroll Reconciliation.

Section 1, subsections A-2 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. The employee's pay and benefit entitlements may be adjusted on the following month's paycheck.

REV: 2019

ARTICLE 31 - REPORTING PAY

An FLSA-eligible employee who is scheduled for work and reports for their regular work shift, except for situations addressed in the Inclement Conditions Article, and is released from work shall be paid the equivalent of two (2) hours pay at the one and one-half (1-1/2) time rate. When the employee actually begins their scheduled shift, the employee shall be paid for the remainder of the scheduled shift.

Part-time, hourly-paid employees, who actually begin their scheduled shift, shall be paid for the remainder of their scheduled shift.

ARTICLE 32 - ON-CALL OR STANDBY PAY

Section 1. On-Call.

- A. Employees who are scheduled for or assigned on-call duty shall be paid one (1) hour of pay at the regular straight time rate for each six (6) hours of assigned on-call duty. Employees who are scheduled for or assigned on-call duty for less than six (6) hours shall be paid on a prorated basis.
- B. No employee is eligible for any premium pay compensation while on on-call duty except as expressly stated in this Article.
- C. On-Call duty time shall not be counted as time worked in the computation of overtime hours worked but on-call pay shall be included in the calculation of the overtime rate of pay.

Section 2. Standby Duty.

- A. An employee shall be on standby duty when specifically required to be available for work outside their normal working hours, and subject to restrictions consistent with the Fair Labor Standards Act (FLSA) which prevents the employee from using the time while on standby duty effectively for the employee's own purposes.

- B. Compensation for standby duty shall be the minimum wage rate of pay. Overtime hours shall be at the appropriate rate pursuant to Article 33.

Section 3.

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

ARTICLE 33 - HOURS OF WORK/OVERTIME

Section 1. Work Week.

The work week shall begin at 00:01 on Sunday and end at 24:00 midnight the following Saturday.

Work schedule is defined as the time of day and the days of the week the employee is assigned to work. A regular work schedule is five (5) consecutive eight (8) hour days. Alternative work schedules are anything other than five (5) consecutive eight (8) hour days. Work shifts may be adjusted based on the operational needs of the Agency. For work schedule changes, management will provide as much notice as practicable to the affected employees.

When there is a work schedule adjustment which changes the work schedules of an entire work unit, employee seniority (based on Article 34) will be used insofar as practicable to fill the available scheduled slots. It is recognized that disputes arising from this Section of the contract are not grievable, and that decisions will be based upon operating requirements as defined by management.

Management is not precluded from temporarily delaying the placement of employees onto the new schedule, nor subsequently changing the work schedules of one or more employees.

The following shift rotation procedure will normally be followed in the LEDs Operations Center, unless the operational needs of the Center require a different procedure. Employees will work 4:10s (Four (4) days at ten (10) hours per day) per work week. Employees will rotate through all available shifts/days off. Shift rotation will occur on a quarterly basis, (January, April, July and October). Employees will work one (1) quarter on day shift, one (1) quarter on swing shift, one (1) quarter on night shift and one (1) relief shift. Shift bidding will only occur when there is a schedule change agreed upon by management and majority of staff vote, this does not include adding or removing shifts due to staffing fluctuations or vacancies. Posting of the schedule shall occur by the fifteenth (15th) of each month immediately preceding the affected quarter.

Management reserves the right to continue rotating shifts in CJIS. Subject to operational need, the order of shift rotations will normally be two (2) quarters on days followed by one (1) quarter on swing and then one (1) quarter on graveyard. Shift rotation will occur on a quarterly basis (January, April, July and October of each year). Posting of the schedule shall occur by the 15th of the month immediately preceding the affected quarter. Subject to management approval, employees may trade shifts where there is agreement between the two employees involved in the trade, so long as the

trade does not prevent the employees from working each of the three shifts within a calendar year. In no instance will an approved shift trade result in additional costs to the Employer, including overtime liability. Employees with approved shift trades will be returned to their regularly assigned shift when the need for the trade no longer exists.

Section 2. Meal and Rest Breaks.

Employees who are not scheduled a duty-free meal period shall have meal periods counted as hours worked. All other employees shall be granted a meal period of not less than thirty (30) minutes nor more than one (1) hour unless mutually agreed otherwise between the employee and the Supervisor. Meal periods shall be scheduled at approximately mid-period of the employees' work shift.

A rest period of fifteen (15) minutes shall be allowed during each consecutive work period of four (4) hours or more. Such rest periods shall be in accordance with operating requirements.

Section 3. Overtime.

- A.** This Article is intended only to provide a basis for the calculation of overtime and none of its provisions shall be construed as a guarantee of any minimum or maximum hours of work or weeks of work to any employee or to any group of employees.
- B.** Time worked for the purpose of this Agreement is all paid time, excluding paid time used for sick leave purposes and unscheduled comp time leave.
- C.** Eligible employees, as defined by FLSA, shall be compensated at the rate of time and one-half (1-1/2) and, at the discretion of management, in the form of pay or compensatory time off for authorized overtime worked over eight (8) or in excess of their daily scheduled hours of work or forty (40) hours in any one (1) workweek. No application of this Article shall be interpreted to provide for compensation for overtime at a rate exceeding time and one-half (1-1/2).
- D.** The supervisor shall give notice of any overtime to be worked. Overtime worked will be subject to prior supervisory authorization. Prior authorization shall be granted on a case-by-case basis. Overtime will be assigned to the employee most suited to perform the work. Overtime not requiring assignment to a specific employee will be offered on a voluntary basis to qualified employees from the affected work unit.
- E.** An FLSA-eligible employee may accrue up to eighty (80) hours of compensatory time off. Accrued compensatory time balances are paid in full upon separation and may be converted to pay under special circumstances. (See [Article 28.C Payday and Pay Advances](#).)
- F.** Nothing in this article is intended to preclude the option, subject to mutual agreement between management and the employee, to flex schedule (in lieu of overtime) within the same workweek.

Section 4. Compensatory Time Off.

Subject to the operating requirements of the OSP and in advance of the requested time off, an employee shall have their choice of scheduling compensatory time off on a first-come, first-served basis. If two (2) or more employees under the same supervisor request the same period of time off on the same day and this conflicts with operating requirements, the employee having the greatest seniority with the Agency shall be granted the time off if the matter cannot be resolved by agreement between the employees concerned. However, an employee shall not be given this length of service consideration more than once in every two (2) years. Compensatory time may be taken in time increments of less than eight (8) hours.

Section 5. Exempt Employees.

- A.** Employees occupying positions which have been determined by the Agency to be executive, administrative or professional as defined by the Fair Labor Standards Act shall receive time off for authorized time worked in excess of forty (40) hours in a workweek.
- B.** The rate of compensation shall be one (1) hour off for one (1) hour of overtime worked. Time off shall be used within the fiscal year earned or shall be lost. The scheduling of time off shall be consistent with provisions for requesting accrued leave time or Agency practice whichever is applicable.
- C.** Nothing in this article modifies, amends or eliminates any specific language in any agreement or Agency practice to modify an employee's work schedule during the same workweek in which authorized overtime is worked.

Section 6. Travel Pay.

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

Section 7. Shift Trades.

Upon request, an employee will be given a reason for the denial of the shift trade request.

Section 8 – Alternate Work Schedules

- A.** A regular work schedule is defined as a work schedule that is five (5) consecutive eight (8) hour days.
- B.** An alternate work schedule is defined as a work schedule that is other than a five (5) day eight (8) hour work schedule with regularly established starting and stopping times.

- C.** A flexible work schedule is a work schedule which varies the number of hours on a daily basis, but not necessarily each day, or a work schedule in which starting and stopping times vary on a daily basis but not necessarily each day.
- D.** An employee desiring to work an alternate work schedule, flexible work schedule or who wishes to modify the starting / stopping times of their regular schedule, must submit a written request to their immediate supervisor. The employee's written request will address the following areas: 1) how the requested work schedule will not interfere with the employee's ability and availability to perform assigned duties; 2) continue to meet Agency/work unit operational needs; 3) the needs of the public will be met; 4) how the request will not impact other employee's ability to schedule leave to extend their weekends; 5) the forty (40) hour work week will be maintained. The supervisor will review the request and either approve or disapprove the request which includes consideration of the above criteria. If approved, the employee waives any penalty or premium pay as a result of the change into or out of the requested schedule.
- E.** Requests for alternate work schedules, flex schedules or regular schedules with different start/stop times, (adjusted), shall be considered in order of application. If more than one (1) employee requests for a work schedule on the same day and both requests can not be accommodated, preference shall be given to the employee with the most seniority in the Agency if possible.
- F.** Approved alternate/flexible/adjusted work schedules will be reviewed as least annually at the time of the employee's performance evaluation.
- G.** The supervisor's decision to grant or deny such a request may be grieved by the Union up to the Department of Administrative Services grievance appeal step. Regardless, at the employee's request, the immediate supervisor will meet with the employee in an effort to fully discuss all concerns.
- H.** The supervisor may revoke an employee's alternate/flexible/adjusted work schedule if the schedule no longer meets criteria cited in subsection B herein with fourteen (14) calendar days notice. The Agency's decision shall not be subject to the grievance procedure.
- I.** Individual work units may enter into an alternate work schedule agreement, subject to management approval. When at least sixty-six (66%) percent of the affected employees choosing the alternative shift schedule within the work unit agree, the Agency will consider the alternative schedule. Upon agreement between the Agency and the employees in the work unit, the following method will be utilized to implement the alternative schedule:

 - 1.** The Agency will post a copy of the alternate shift schedule and the current seniority list on the AFSCME Bulletin Board for fourteen (14) calendar days.
 - 2.** Employees in the work unit will submit their preferred shift within fourteen (14) calendar days. AFSCME Support Unit seniority will be used to determine the order of shift placement. However, if an employee does not

make a submission by the end of the fourteen (14) calendar day period, management will place those staff in the remaining available shifts.

3. The results of the bid process will be posted and the new schedule will begin upon a mutually agreeable date.
4. The process to bid for shifts, outlined in 1 and 2 above, will occur annually in December.
5. Upon vacancy, the Agency will provide notice of the shift availability via email to the current employees. Employees will have three (3) calendar days to respond with their interest in the shift. The shift will be given to the person with the most seniority. If no current employee accepts the opportunity, the shift will be assigned to the next incoming employee.
6. The Agency maintains the right to temporarily re-assign shifts to meet operational needs or while the bid processes are underway.
7. Management will review all previously scheduled leave and inform affected employees within fourteen (14) days of a change in the alternate schedule arrangement. All reasonable efforts will be taken to accommodate previously scheduled leave.

The Agency shall not suffer any overtime or penalty payments as a result of implementation of the schedule.

Nothing in this subsection precludes an individual employee from requesting an individual alternate/flexible/adjusted schedule.

The Agency may terminate the alternative schedule arrangement, with at least fourteen (14) calendar day notice, if the operational needs of the unit are not being met. If termination of the alternative schedule arrangement is required, staff will revert back to their most recent eight (8) hour shift schedule.

REV: 2015, 2017

ARTICLE 34 - SENIORITY

For current OSP employees, for purposes of compensatory time off and vacation scheduling seniority means all time spent in continuous State service and for employees hired after October 13, 1997 seniority means continuous OSP service. Time spent in temporary service shall not count toward seniority. A break in service is a separation or interruption of employment without pay of more than two (2) years. Periods of leave without pay of fifteen calendar (15) days or more will be deducted from seniority calculations.

Once annually the Union may request the OSP to prepare seniority list.

ARTICLE 35 - VACATION LEAVE

Section 1. Vacation Leave for Full-Time Employees.

After having served in the State service for six (6) months, full-time classified employees shall be credited with forty-eight (48) hours of vacation leave and thereafter vacation leave shall be accumulated as follows:

After six (6) months through fifth (5th) year	Twelve (12) workdays for each twelve months of service (eight (8) hours per month)
After fifth (5th) year through tenth (10th) year	Fifteen (15) workdays for each twelve (12) months of service (ten (10) hours per month)
After tenth (10th) year through fifteenth (15th) year	Eighteen (18) workdays for each twelve (12) months of service (twelve (12) hours per month)
After fifteenth (15th) year through twentieth (20th) year	Twenty-one (21) workdays for each twelve (12) months of service (fourteen (14) hours per month)
After twentieth (20th) year through twenty-fifth (25 th) year	Twenty-four (24) workdays for each twelve (12) months of service (sixteen (16) hours per month)
After twenty-fifth (25 th) year	Twenty seven (27) workdays for each Twelve (12) months of service (eighteen (18) hours per month)

Part-time employees and full-time employees working less than a month shall accrue vacation leave on a pro rata basis, provided that the employee works thirty-two (32) hours or more in that month. 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 for purposes of determining the level of accrual.

Section 2. Determination of Eligibility for Vacation Accrual.

Time spent by an employee in actual State service or on Peace Corps, military, or job-incurred disability leave without pay shall be considered as time in the State service in determining length of service for vacation credits.

Section 3. Determination for Accrual of Vacation Leave.

If an employee has a break in service and that break does not exceed two (2) years, they shall be given credit for the time worked prior to the break in service except for periods of LWOP of fifteen (15) days or more.

Section 4. Termination Vacation Pay.

An employee who is laid off or terminates after six (6) full months of OSP service shall be paid upon separation from OSP service for accrued vacation time except as provided to offset for damages or misappropriation of State property or equipment. Employees on military leave of absence may request payment for accrued vacation.

Section 5. Scheduling of Vacations.

A. The Supervisor of a work unit where operational staffing level needs are required for specific dates or yearly events shall supply a sign up period for vacations based upon those needs. The length of the sign up period shall be no less than thirty (30) calendar days. The specific dates and events of the unit's needs shall be clearly blocked out as unavailable, within that twelve (12) month period of time. The twelve (12) month calendar will be based upon selection by seniority as defined in the seniority article. The employee shall select one (1) block of time within the twelve (12) month calendar. A block of time shall be consecutive workdays including no less than one (1) workweek. Each employee shall be notified of the status of their request (approved or denied) no later than three (3) weeks following the close of the sign up period. After the vacation scheduling period has ended, future vacation requests will be made in writing, on a first-come, first-served basis, including changes to previously scheduled vacation requests. The employee requesting vacation on a first-come, first-served basis shall receive notice of approval or denial of the request as soon as practicable, but no later than ten (10) working days after submission.

Seniority selection of the same block of time shall not be permitted for the next period unless that block remains available after the conclusion of the sign up period.

B. In other work units that do not have a sign-up period, pursuant to subsection A above, the Supervisor will approve or deny based on subsection D below. The Supervisor shall notify the employee as soon as practicable, but no later than ten (10) working days after submission.

C. If an employee is transferred, their choice of vacation made during their previous assignment shall be granted unless the choice conflicts with a previously scheduled vacation in the new work unit.

Sufficient accrued vacation leave must be anticipated to be available to cover the period of time the employee requests.

D. All vacation requests are subject to the operating needs of the agency.

E. An employee may cancel a vacation approved from the sign-up process with at least fourteen (14) calendar days notice one (1) time per calendar year.

Section 6. Vacation Accrual.

A. An employee shall be allowed to accumulate a maximum of three hundred fifty (350) hours of vacation leave; however, in the event of layoff, resignation,

retirement or termination, any unused vacation up to three hundred (300) hours will be paid to the employee. When an employee notifies the Agency they plan to separate from Agency service within the next two (2) calendar months, and the employee has at the time of such notice more than three hundred (300) hours of accrued vacation hours, the Agency and employee will work together to find a mutually agreeable time for the employee to take time off to reduce accrued vacation hours down to the three hundred (300) hours. An appointing authority may authorize cash payment of forty (40) hours, upon determining that granting of vacation leave is not appropriate. The designated supervisor must document the denial of the vacation leave request. Cash payout for accrued vacation leave must not be granted more than once in each fiscal year.

- B.** An employee transferring in from another State agency may transfer up to eighty (80) hours of accrued vacation leave.
- C.** To avoid losing vacation time an employee who is using sick leave on a compensable work-related injury, may convert to vacation leave until such time they have sufficiently lowered their vacation leave balance. In addition, they may request payment for previously approved vacation leave in excess of two-hundred fifty (250) hours that the employee would not be able to use pursuant to the conversion in this Section.
 - 1.** To avoid losing vacation the employee must request vacation leave. When such leave is impossible, a cash payment of not more than forty (40) hours shall be made. In lieu of cash payment, the Employer shall, only after making a good faith effort to reach mutual agreement with the employee, schedule time off in excess of two hundred and fifty (250) hours within sixty (60) days prior to the date the vacation leave would reach two hundred and fifty (250) hours.

Section 7.

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

Section 8.

In the event of an employee's death, all monies due to them for accrued vacation and salary shall be paid as provided by law, unless otherwise designated in writing by the employee.

Section 9. Vacation Cashout.

In addition to Section 6(c) of this Article, employees may cash out up to forty (40) hours of accrued vacation hours each State fiscal year under the following conditions:

- 1.** Employees must have regular status at the time of the request;
- 2.** Requests must be submitted in writing during the month of March of each year on a form developed and provided by the Agency;

3. If the employee's request is received before the fifteenth (15th) of March, payment shall be made in the employee's April paycheck. If the request is received after the fifteenth (15th) of March, payment shall be made in the employee's May paycheck;
4. After cash out, employees must have in their leave balance at least sixty (60) hours of accrued vacation leave hours;
5. Payment shall be the employee's straight time rate of pay;
6. Employees on unprotected leave without pay at the time the payment is requested are not eligible to cash out accrued vacation hours.

REV: 2017, 2019

ARTICLE 36 - SICK LEAVE

Section 1. Accrual Rate of Sick Leave With Pay Credits.

Full-time employees shall accrue eight (8) hours of sick leave with pay credits for each full month worked. Employees who work less than the full month but at least thirty-two (32) hours during the month shall accrue sick leave with pay on a pro rata basis for the month.

Section 2. Eligibility for Sick Leave With Pay.

Employees shall be eligible for sick leave with pay immediately upon accrual.

Section 3. Determination of Service for Sick Leave With Pay.

Regular scheduled time worked and all leave with pay of thirty-two (32) hours or more in each month shall be included in determining the pro rata accrual of sick leave credits.

Section 4. Use of Sick Leave With Pay.

An employee who has 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, exposure to contagious disease, attendance upon members of the employee's immediate family (employee's parents, wife, husband, children, foster children, brother, sister, grandmother, grandfather, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, or another member of the immediate household) where employee's presence is required because of illness or death in the immediate family of the employee or the employee's spouse. The employee has the duty to 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 supervisor to support the employee's claim for sick leave, if the employee is absent in excess of three (3) work days or if the supervisor believes that the employee is abusing sick leave privileges. The supervisor may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the supervisor has reason to believe that the employee's return to work would be a health hazard to either the employee or to others.

In addition, an employee shall be eligible to use earned sick leave credits for pre-scheduled routine medical and dental appointments and in cases of emergency medical and dental appointments with authorization from their supervisor.

The employee shall notify their supervisor as soon as possible when utilizing sick leave.

Section 5. Sick Leave With Pay on Termination.

Compensation for accrued sick leave shall not be paid to an employee on termination for any reason.

Section 6. Restoration of Sick Leave Credits.

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

Section 7. Sick Leave Without Pay.

After earned sick leave has been exhausted, the employee shall be required to use other paid leave prior to requesting sick leave without pay. The Agency may grant sick leave without pay for any non-job-incurred injury or illness of a continuous and an extended nature to any employee upon request for a period up to one (1) year. Employees granted sick leave without pay shall be returned to their former position, shift and days off, if still in existence, when released to return to work. If the position has been eliminated, the employee shall be reinstated to a vacancy in the previous classification in the previous work unit if available or if not, a vacancy within the bargaining unit. If no vacancy exists, the returning employee shall displace the least senior employee within the bargaining unit in the previous classification.

The OSP may require that the employee submit a certificate from the attending physician or practitioner in verification of disability. Any cost associated with the supplying of a certificate concerning a non-job-incurred injury or illness shall be borne by the employee. In the event of a failure or refusal to supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude that employee from the performance of duties as set forth in the employee's position description, such sick leave may be canceled by registered letter to the last known address. Failure to return to work as directed and/or supply a certificate within five (5) days of delivery or attempted delivery of the registered letter shall be deemed a resignation.

Section 8.

An employee shall have all of their accrued sick leave credits transferred when the employee is transferred to the OSP from a different State agency. An employee shall have all of their accrued sick leave credits transferred when the employee is transferred to a different State agency if allowed by that agency's rules or Collective Bargaining Agreement.

ARTICLE 37 - HARDSHIP LEAVE

Section 1.

As used in this Article:

- A. "Accumulated Leave" includes but is not limited to sick, vacation, and compensatory leave.
- B. "Prolonged Illness or Injury" means inability to work because of a catastrophic illness or injury or major medical treatment that the treating physician certifies in writing.

Section 2.

OSP employees may make irrevocable donations of accrued vacation, sick, personal leaves or compensatory time, in one (1) or more hour increments, to another employee of the OSP who has exhausted all accumulated leave while the immediate family member as defined in Article 36, Section 4 or employee is recuperating or recovering from a catastrophic prolonged illness or injury. Donations shall be posted to the donee's leave balance as needed. Donations not used will not be deducted from the donor's vacation leave or compensatory time balance.

Section 3.

Donations shall be credited at the donor's current regular hourly rate of pay.

Section 4.

Applicants for hardship leave shall apply in writing to the Agency Human Resources Director or designee, accompanied by the treating physician's written statement certifying that the prolonged catastrophic illness or injury, or major medical treatment will continue after the employee is projected to exhaust all accumulated leave.

Section 5.

Upon determination that an employee's request satisfies "prolonged illness or injury" requirements, OSP approval shall be subject to availability of donations from OSP employees to cover all hardship leave costs. The Human Resources Director or designee shall initiate and collect donations through an appropriate agency process. The donated leave received for the illness or injury may be used intermittently, as appropriate, for related medical appointments/treatments.

Section 6.

Employees on Workers' Compensation, or PERS retirement benefits shall not be eligible for hardship leave either as donors or donees.

Section 7.

The donor and recipient will hold the Employer harmless for any tax liabilities.

Section 8.

To donate to a specific employee in a different Agency, the employee (donor) must submit a written request to the appointing authority/designee. The appointing authority or designee from both the donor's and recipient's agencies may authorize the transfer of

donated leave between agencies, subject to restrictions on the use of dedicated funding sources and/or other legitimate business reasons.

REV: 2015

ARTICLE 38 - HOLIDAYS

Section 1.

The following compensable holidays shall be recognized:

- A. New Year's Day on January 1;
- B. Martin Luther King, Jr.'s Birthday on the third Monday in January;
- C. President's Day 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. The Friday after Thanksgiving;
- J. Christmas Day on December 25;
- K. 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.

Holidays will normally be considered days off.

Section 2. Observance.

For personnel who work Monday - Friday and normally take all holidays off, each time a holiday specified in Section 1 of this Article falls on a Saturday, the preceding Friday shall be recognized as the holiday and each time the holiday specified in Section 1 of this Article falls on a Sunday, the following Monday shall be recognized as the holiday. For personnel who work on Saturday or Sunday and normally take all holidays off, the holiday specified in Section 1 of this Article will be on the day it falls. For other personnel who do not normally take all holidays off, the holiday specified in Section 1 of this Article will be on the day it falls.

A holiday shall be defined as starting at 00:01 on the holiday and ending at twelve midnight (24:00) on the holiday as specified in Section 1 of this Article.

Section 3.

Full-time employees, except those with any leave without pay the day before or the day after the recognized holiday, shall be compensated at the straight time rate for eight (8) hours for each recognized holiday listed in Section 1 provided the employee works thirty-two (32) hours or more within the month. All part-time employees except those on any leave without pay the day before or the day after a holiday shall be compensated at the straight time rate on a pro rata basis for each recognized holiday during a month in which the employee works thirty-two (32) hours or more. This holiday compensation is called holiday pay. Recognized holidays which occur during paid vacation or paid sick leave will be charged as a holiday rather than vacation or sick leave.

Section 4.

Employees who are required to work on recognized holidays shall be entitled to the holiday pay as provided for by Section 3 of this Article plus compensatory time off or cash, as determined by management, for all such time worked at the rate of time and one-half (1-1/2). Employees may request a preference of cash or compensatory time. The Department will consider budget and operational needs and grant employee requests accordingly. An employee may not exceed the eighty (80) hour accrual limit for compensatory time. The rate at which an employee shall be compensated for working on a holiday shall not exceed the rate of time and one-half (1-1/2) in addition to holiday pay.

Section 5.

In addition to the holidays specified in this Article, all full-time employees as of December 1 of each year shall receive eight (8) hours of paid leave. Such leave may be taken as mutually agreed to by the supervisor and the employee and must be used by November 30 of the next calendar year. Part-time employees will receive prorated paid leave.

REV: 2015

ARTICLE 39 - OTHER LEAVES

Section 1. Leaves With Pay

A. Personal Leave. All employees after completion of initial trial service shall be entitled to receive personal leave days in the following manner:

1. All full-time employees shall be entitled to twenty-four (24) hours of personal leave with pay each fiscal year;
2. Part-time, seasonal and job share employees shall be granted such leave in a prorated amount of twenty-four (24) hours based on the same percentage or fraction of month they are hired to work, or is subsequently formally modified, provided it is anticipated that they will work 1040 hours during the fiscal year.
3. Should any employee fail to work 1040 hours for the fiscal year, the value of personal leave time used may be recovered from the employee.

Personal leave shall not be cumulative from year to year nor is any unused leave compensable in any other manner.

Such leave may be used by an employee for any purpose they desire and may be taken at times mutually agreeable to the OSP and the employee.

B. Service with a Jury. An employee shall be granted leave with pay for jury duty. The OSP reserves the right to petition for removal of the employee from jury duty if, in the OSP's judgment, the operating requirements of the OSP would be hampered.

C. Military Training Leave. An employee who has served with the State of Oregon or its counties, municipalities or other political subdivisions for six (6) months or more immediately preceding a request for paid military training leave, and who is a member of the National Guard or any reserve components of the armed forces of the United States is entitled to fifteen (15) days or one hundred and twenty (120)

hours of paid military leave per federal fiscal year, unless a greater number of days is provided by law. In no event may an employee receive more than the number of days provided by law.

Military leave shall be granted in accordance with applicable Law and state policy. In addition, employees shall be allowed to utilize paid military leave for travel to and from their place of duty and for the time spent on militarily obligated status or military duty regardless of the length of their military status or duty.

Subject to supervisory approval, employees may be allowed to voluntarily adjust their shifts to accommodate military duty.

- D. Pre-Retirement Counseling Leave.** Each employee within five (5) years of chosen retirement age or date shall be granted, on a one-time basis, up to twenty-eight (28) hours of leave with pay to pursue bona fide pre-retirement programs. Employees shall request the use of leave provided in this Section at least five (5) days prior to the intended day of use.

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

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

- E. Court Appearances.** When an employee is not the plaintiff or defendant, they shall be on paid status for appearance 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 in connection with the employee's officially assigned duties. When the employee is in paid status, the employee shall turn into the Agency any money paid in connection with the appearance.
- F. Test and Interviews.** With written notice to the supervisor, an employee shall be allowed appropriate time off with pay to participate in the competitive process related to job opportunities within State government.

Up to eight (8) hours each fiscal year with pay allowed for an interview for a position within State Government. During periods of layoff within the OSP Support Unit, employees may use up to eight (8) additional hours for interviews within State Government each fiscal year. In no event shall the interview leave exceed sixteen (16) hours per fiscal year.

When a State agency requires that an employee applicant must complete additional prescreening/assessments provided by that agency prior to interviewing, the employee may also utilize available leave.

G. Leaves with pay shall be used in accordance with FMLA and OFLA.

H. Bereavement Leave.

- a. Notwithstanding the hardship or sick leave eligibility criteria of the Agreement employees shall be eligible for a maximum of twenty-four (24) hours of paid bereavement leave which shall be prorated for part-time employees. The Agency may request documentation.
- b. For employees that qualify for OFLA bereavement leave, paid bereavement leave under this Agreement shall run concurrently with OFLA bereavement leave.
- c. After OFLA eligible leave for bereavement is exhausted, if additional leave is needed, an employee may, with prior authorization, use any accrued leave or leave without pay at the option of the employee for a period of absence from employment to discharge the customary obligations arising from a death in the immediate family or the employee's spouse.
- d. 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 exhaust all available accrued leave to qualify to receive hardship leave.
- e. For purposes of this Article, "immediate family" shall include:
 - the employee's or the employee's spouse's parent (includes one who stood in loco parentis (in place of a parent)) when the employee was a child);
 - spouse;
 - child, and child's spouse (includes a child for whom the employee stood in loco parentis and includes step child from a previous marriage);
 - sibling;
 - grandparent;
 - grandchild;
 - aunt or uncle;
 - niece or nephew;
 - or the equivalent of each of the above for domestic partners, or another member of the immediate household.

Note: Immediate family shall include the current in-laws and step family members who qualify per the above list.

Section 2. Leaves Without Pay.

A. Military Leave Without Pay. An employee in the State service shall be entitled to a military leave of absence without pay during a period of service with the armed forces of the United States. They shall, upon honorable discharge from such service, be returned to a position in the same class as their last held position, at the salary rate prevailing for such class, without loss of seniority or employment rights. Employees shall make application for reinstatement within ninety (90) days and shall report for duty within six (6) months following separation from active duty. Failure to comply may terminate military leave. If it is established that they are not physically qualified to perform the duties of their former position by reason of such service, they shall be reinstated in other work that they are able to perform at the

nearest appropriate level of pay of their former class. An employee voluntarily or involuntarily seeking military leave without pay to attend service school shall be entitled to such leave during a period of active duty training. Military leaves of absence without pay shall be granted in compliance with the Veterans' Reemployment Rights Law, Title 38 USC Chapter 43. However, such reduction in salary will not be made for an FLSA- exempt employee to testify on temporary military leave except for full workweek increments where such leave causes an absence of one (1) or more full workweeks.

- B. Court Appearance Leave without Pay.** An employee may request and shall be granted leave without pay for the time required to make an appearance as a plaintiff, defendant or witness in a civil or criminal court proceeding that is not connected with the employee's officially assigned duties. Such leave shall be granted only after exhaustion of the employee's accrued vacation leave and personal leave. However, such reduction in salary will not be made for an FLSA- exempt employee to testify in a court or at a deposition except for full workweek increments where such testimony causes an absence of one (1) or more full workweeks.
- C. Leave of Absence/Educational Leave.** In instances where the work of the OSP will not be adversely impacted by the temporary absence of an employee, the employee shall be granted a leave of absence without pay or educational leave without pay for up to one (1) year, subject to OSP approval.
- D. Unauthorized Absence.** Unauthorized leave from duty shall be deemed to be without pay and may be grounds for disciplinary action by the OSP. Employees may be allowed to cover such absences with accrued vacation time or compensatory time if extenuating circumstances existed. Any employee who is absent for five (5) consecutive workdays without authorized leave shall be deemed to have resigned unless prevented from notifying the Employer due to circumstances beyond their control.
- E.** Leave without pay shall be granted after exhaustion of other leaves in accordance with FMLA and OFLA, except that an employee is not required to exhaust compensatory time during FMLA-qualifying events. For FMLA-qualifying events, an employee may retain up to a combined total of twenty-four (24) hours of vacation leave, personal business leave or compensatory time. Use of the leaves will be in accordance with this Agreement. Whenever possible, this designation shall be made prior to the beginning of the qualifying leave.

Section 3. Schedule Adjustment for Monthly Military Leave.

In cases where management will not incur additional costs, those employees who are scheduled to work during mandatory, monthly, weekend reserve duty may be allowed to flex and adjust their workweek schedule.

Section 4. Parental Leave.

Parental leave shall be granted in accordance with Federal/State Law as appropriate.

REV: 2015, 2019

ARTICLE 40 - INCLEMENT WEATHER/HAZARDOUS CONDITIONS LEAVE

Section 1.

- A.** The Employer/Agency designated official(s) may close or curtail offices, facilities, or operations because of inclement weather or weather-related hazardous conditions. The Employer/Agency will announce such closure or curtailment to employees. The Employer/Agency will strive to make its decision to close and/or postpone day shift no later than 5 a.m.; however, the parties recognize that changing conditions may require further adjustment. The Employer/Agency may provide this information through methods such as pre-designated internet web sites, phone trees, radio stations and/or television media. The Agency shall notify employees of these designations and post the notices on Agency bulletin boards by November 1st of each year. Notifications do not apply to employees who are required to report to work. Essential employees/positions shall be designated by the Agency by November 1 of each year. Such designations may be modified with two weeks advance notice to the affected employee(s).
- B.** Where the Employer/Agency has announced a delayed opening pursuant to Section 1A, employees are responsible for continuing to monitor the reporting sites for updated information related to the delay or potential closure. Employees may be allowed up to two hours commuting time as reasonably needed to report for work after a delayed opening has been announced. Where an employee arrives late due to this extended commute, they may cover the time with accrued vacation, compensatory time off, personal leave or approved leave without pay.

Section 2. FLSA Non Exempt Employees Only.

- A.** Where the Employer/Agency has announced a delayed opening pursuant to Section 1A, employees are responsible for continuing to monitor the reporting sites for updated information related to the delay or potential closure. Employees may be allowed up to two hours commuting time as reasonably needed to report for work after a delayed opening has been announced. Where an employee arrives late due to this extended commute, they may cover the time with accrued vacation, compensatory time off, personal leave or approved leave without pay.
- B.** When the Department of Administrative Services/Agency chooses to close an office or facility before the start of an employee's work day, one (1) of the following options will be implemented:
- 1.** The employee will work from home or alternate work location for at least one half (1/2) of their regular work day. The balance of the employee's work day will be on inclement weather leave for up to forty (40) hours a biennium, or,
 - 2.** If no work is available or the employee is unable to work from home or alternate work location, the employee will use accrued vacation hours, compensatory time off, personal leave time or leave without pay for at least one half (1/2) of their regular work day. The balance of the employee's work day will be on inclement weather/hazardous conditions leave not to exceed forty (40) hours a biennium, or,

3. The employee may, with Agency prior approval, temporarily adjust their work hours during the same workweek to make up for hours not worked. The Agency shall not suffer any overtime or penalty payments as a result of this schedule change.
4. Once the forty (40) hours of inclement weather/hazardous conditions leave is used, and there are more Agency closures during the biennium, the employee will use accrued vacation hours, personal leave or compensatory time off, leave without pay or, with prior Agency approval, temporarily adjust their work hours during the same workweek. The Agency shall not suffer any overtime or other penalty payments as a result of the change in schedule.
5. Employees will not be eligible for inclement/hazardous conditions leave when their regular days off occur on a day the Agency closes an office or facility, or when the employee is on prescheduled leave.
6. Inclement weather/hazardous conditions leave shall not count as hours worked for the purpose of overtime calculation.
7. Inclement weather/hazardous conditions leave not used during the biennium will be lost and will not be rolled over into the next biennium. Inclement weather/hazardous conditions leave is not compensable if the employee separates from state service.
8. Part time employees will receive a prorated amount of inclement weather leave when applicable.
9. Sections 2(1)-(8) above shall not apply to the OSP Law Enforcement Data Systems or ABIS Division.

Section 3.

When the Employer/Agency notifies employees not to report to work pursuant to Section 1, prior to the beginning of the work shift FLSA exempt employee shall be paid for the work shift. An FLSA exempt employee may be required to use paid leave or leave without pay where the closure applies to that employee for one or more full workweek(s).

Section 4.

When in the judgment of the Employer/Agency, inclement weather or weather-related hazardous conditions require the closing of the work place following the beginning of an employee's work shift, the employee shall be paid for the remainder of their work shift.

Section 5. Alternate Work Sites.

Employees may be assigned or authorized to report to work at an alternative work site(s) and be paid for the time worked.

Section 6. Late or Unable to Report.

Where the Agency remains open and an employee notifies their supervisors that they are unable to report to work, or will be late, due to inclement weather or weather-related hazardous conditions, the employee shall be allowed to use accrued vacation leave, compensatory time off, personal leave or approved leave without pay.

Section 7. Employees on Pre-scheduled Leave.

If an employee is on pre-scheduled leave the day of the closure, the employee will be compensated according to the approved leave.

Section 8. Make-up Time Provisions.

Subject to Agency operating requirements and supervisory approval, employees who do not work pursuant to Sections 2 and 5 of this Article may make-up part or all of their work time missed during the same workweek. In no instance will time worked during the make-up period result in overtime being charged to the Agency. The Employer/Agency shall not be liable for any penalty or overtime payments when employees are authorized to make up work.

Section 9.

Employees who are unable to report to work due to inclement weather and/or weather-related hazardous conditions may be allowed to work from home with prior approval of their supervisor.

REV: 2017, 2019

ARTICLE 41 - TELECOMMUTING

Section 1.

Oregon State government encourages State agencies to allow employees, where suitable, to telecommute. Any telecommuting arrangements are subject to State Policy 50.050.01, effective November 9, 2009.

The Agency will adhere to the provisions of this policy and will allow telecommuting when and where it determines it to be suitable. Suitable is defined in the Definitions Section of this policy.

Section 2.

Any alleged violations of this contract article may not be grieved under the provisions of Article 23, Grievance Procedure.

ARTICLE 42 - WORKER'S COMPENSATION

Injured workers return to work shall be in accordance with appropriate Department Policy and State law. Violations shall be pursued through the appropriate Worker's Compensation Board, BOLI, or insurance carrier.

Provisions contained in the Department Policy may not be less than outlined in the law.

ARTICLE 43 - CALL BACK TIME

Section 1.

An employee who is called back to work outside their regular shift, will receive the appropriate rate of compensation in accordance with this Agreement for hours actually worked, but in no event will the employee be paid less than two (2) hours at the straight time rate of pay.

Section 2.

This provision will not apply when call back results from employee oversight (e.g., taking home necessary keys, equipment). This provision does not prevent the Agency from calling employees for information not requiring call back. The employee will not be required to remain at home or available unless on standby or on-call as appropriate.

Section 3.

In addition an employee who receives an authorized call at home and not required to go to the work site shall receive the appropriate compensation for responding to calls lasting ten (10) minutes or more.

ARTICLE 44 - LEADWORK

Section 1.

Leadwork differential shall be defined as a differential for employees who have been formally assigned by their supervisor in writing "leadwork" duties for ten (10) consecutive calendar days or longer provided the leadwork or team leader duties are not included in the classification specification for the employee's position. Leadwork is where, on a recurring daily basis, 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 of standards; and provide informal assessment of workers' performance to the supervisor.

Management will provide notice to regular status employees in the work unit when an opportunity for a lead work assignment is expected to continue for more than sixty (60) days and the work unit has three (3) or more employees. The notice shall be given to employees for a minimum of seven (7) days and shall provide a general description of the assignment and the estimated duration. Employees may express their interest and any special skills pertinent to the role. Management reserves the right to select and assign lead work and such decision is not grievable.

When budget and operations allow and the assignment is anticipated to last more than sixty (60) days, management will provide appropriate developmental training.

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 ½) for the time worked in an overtime or holiday work situation, or to effect a “pyramiding” of work out-of-classification payments. However, leadwork differential shall be included in calculation of the overtime rate of pay.

Leadwork differential will be calculated in a manner to ensure compliance with applicable Wage and Hour Law.

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.

REV: 2019

ARTICLE 45 - IMPLEMENTATION OF NEW CLASSES—APPEALS PROCESS

The appeals process is designed to allocate employees into new classes. Employees in positions allocated to a new classification, who dispute their placement within the new class, can appeal their placement using the following process:

Section 1.

A. An appeal may be filed by an individual employee or a Steward or a Council Representative on behalf of the employee, to the Agency personnel office within fifteen (15) calendar days of written notification by the Agency of placement into the new class. 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 members, 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 job 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 specification; 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.
- B.** If denied, the Union may appeal the Agency's decision in writing to the Labor Relations Unit within fifteen (15) calendar days of receipt of the written denial. The

appeals 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 (2) resource persons, one (1) designated by each party, to provide technical expertise concerning a specific series. The committee will attempt to resolve the matter by jointly determining whether the current or proposed class 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 (1) alternate class that they determines most accurately depicts the purpose of the job and overall assigned duties. If an alternate class 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 class is more appropriate, management 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.

- C. The decision of the designees shall be binding on the parties. However, agencies may elect to remove/modify duties at any point during the process.
- 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) class. Each party may choose to take to arbitration either the current class, class appealed to, or an alternate class identified by a committee member. The arbitrator shall allow the decision of the Agency to stand unless they concludes that the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities of the position.
- E. Where a position is vacated after the filing of the initial appeal, the Union may 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.
- F. This process terminates upon completion of the allocation process.

ARTICLE 46 - BILINGUAL DIFFERENTIAL

Employees who demonstrate proficiency in Spanish, Russian, Vietnamese, Chinese and/or American Sign Language (ASL) will receive a differential of five percent (5%) of

their base pay. Once the employee demonstrates the required proficiency, they will receive back pay to the date of their approved request for testing.

In addition to the above languages, a differential of five percentage (5%) of their regular base pay will be paid to employees that demonstrate proficient use of bilingual skills when Management determines the need for such skills. Management will determine the appropriate proficiency level and the language.

ARTICLE 47 - TEMPORARY INTERRUPTION OF EMPLOYMENT

When the Employer declares that a temporary interruption of employment should be considered because of lack of funds, either party may provide the other with written notice to meet and discuss possible terms of such interruption or alternative options. Such meeting must occur within thirty (30) days of the declaration. Terms and alternatives shall be subject to mutual agreement by the Union and the Employer. The parties agree that any and all discussions that take place under this Section shall not be subject to the Complete Agreement articles of any of the agreements or constitute interim negotiations under PECBA. In addition, the parties will not be required to use the dispute resolution process contained in the PECBA.

ARTICLE 48 - VOLUNTARY MEDICAL SEPARATION

Section 1.

A regular status employee with a serious health condition who has exhausted all of their own accrued paid leave balances may submit a written request to the Agency for a 'voluntary medical separation'. A voluntary medical separation is a voluntary resignation for medical reasons. The employee shall attach a doctor's certification to the request attesting to the employee's serious health condition.

Section 2.

If, based on the doctor's certification, the employee has a serious health condition, the Agency will approve the employee's written request for voluntary medical separation so long as the employee is not under investigation for any performance and/or misconduct.

Section 3.

An employee who receives a voluntary medical separation will be notified that they will be placed on the Agency's Layoff List and may be eligible for recall provided all of the following conditions are met:

- a. The employee will be placed on the Agency's Layoff List in order of seniority but not eligible for recall until the employee becomes fit for duty. To be fit for recall the employee must submit a doctor's certification that they are fit to return to work full-time without restrictions.

- b. The position the employee may be recalled back to is in the same classification they occupied before their voluntary resignation;
- c. The employee must meet the minimum qualifications and special qualifications for the recalled position;
- d. The employee will be eligible for recall only in their former bargaining unit and former work location (city/county);
- e. The employee will be eligible for recall to a position when there is a vacant position the Agency intends to fill;
- f. The employee's name shall remain on the Agency Layoff List for two (2) years from the date of voluntary resignation, and,
- g. If the employee rejects a recall offer for their former work location, the employee's name will be removed from the list.

NEW: 2019

ARTICLE 49 – EXIT INTERVIEWS

- A. If a regular status employee provides timely notice that they are voluntarily separating from Agency service, the Agency will offer an exit interview that focuses on the reason(s) for the employee leaving Agency service and what changes they recommend to the Agency to improve Agency operations, or,
- B. A Department of Administrative Services written instrument.
- C. Upon request, but no more than two (2) times a year, the Union can receive a report of the Department of Administrative Services written instrument results from employee feedback on their Agency experience.

NEW: 2019

LETTER OF AGREEMENT – ARTICLE 14 – CLASSIFICATION AND CLASSIFICATION
CHANGES

This Agreement is executed by AFSCME Council 75 on behalf of the Oregon State Police Unit (Union) and the State of Oregon, acting through the Department of Administrative Services (DAS) on behalf of the Oregon State Police Department (Agency).

The Parties agree to explore the feasibility of creating a Police Technician Series. Therefore the Parties will:

- A.** Create an exploratory committee to research and gather data to determine the feasibility of a Police Technician Series for the Oregon State Police. The committee will be comprised of Agency employees consisting of three (3) management employees and three (3) AFSCME appointed represented employees to explore the concept. OSP Human Resources will provide oversight and technical support. Human Resources participation in committee activities is in addition to the three (3) management representatives comprising the committee. An AFSCME Council Representative may participate as an ad hoc member of the team as needed.
- B.** The Committee will survey other police jurisdictions, gather position descriptions, classification specifications and salary data for comparable bargaining unit positions. The Committee will compile the information and prioritize those positions/classifications that appear to match a police technician series.
- C.** The Committee will provide the data to the Superintendent and Agency Human Resources for review and consideration no later than January 1, 2020.

This Letter of Agreement will sunset June 30, 2021.

LETTER OF AGREEMENT – ARTICLE 20 – SAFETY AND HEALTH

The purpose of this Letter of Agreement is to assess and improve safety and security in the Agency's Regional Patrol Offices. The Parties will:

1. Dissolve the Regional Patrol Offices Safety Project Team and transfer oversight of the project to the Safety Committee.
2. The Safety Committee will review and update the 2018 report, incorporating input from staff from each Regional Patrol Office. This review/update will include a proposed schedule to address outstanding issues from the 2018 report as well as any additional concerns identified by staff. This initial review and update will be completed by January 1, 2020 and will be reported at the first LMC Meeting of 2020 and quarterly thereafter.
3. Concurrently, the Safety Committee will begin to address the identified issues and track resolutions identified in the 2018 report and matrix. The Agency commits to identifying resources to resolve the outstanding issues.
4. The Union shall appoint a represented employee to attend Safety Committee meetings and share information as needed.
5. The Letter of Agreement expires June 30, 2021.

LETTER OF AGREEMENT - ARTICLE 21, CONTRACTING OUT
FEASIBILITY STUDY

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

When the provisions of Article 21, Section 5, require a feasibility study, the following will apply:

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

This Agreement is effective through June 30, 2021.

LETTER OF AGREEMENT – ARTICLE 24 – LABOR MANAGEMENT COMMITTEE

This Agreement is executed by AFSCME Council 75 on behalf of the Oregon State Police Unit (Union) and the State of Oregon, acting through the Department of Administrative Services (DAS) on behalf of the Oregon State Police Department (Agency).

The Parties agree to create biennial focus areas for the Labor Management Committee:

- A. OSP agrees to set aside up to ten thousand (\$10,000) to reduce bullying/gossip/unprofessional conduct. The LMC will identify priorities and recommendations and provide them to the Superintendent for specific expenditures. The priorities must be the result of LMC consensus and be based on data, surveys, etc. The LMC must identify expected outcomes and some measurement of those outcomes. A report identifying the priorities, expenditures and outcomes must be provided to the Superintendent no later than April 1, 2021. If the LMC cannot agree on the priorities, no money will be spent.
- B. OSP Human Resources, on behalf of the LMC, shall request each Bureau to provide the following for each of the units within that Bureau:
 - A copy of the Unit's SOP's or equivalent and/or training manuals, the dates of the materials, a high level explanation of the process use to create them, the process used to update and keep them current and where they reside. HR will provide this information to the LMC no later than October, 2020.
 - CJIS units shall Pilot the use of this information to create and/or improve the aforementioned documents. The LMC shall receive status reports from CJIS on these efforts beginning with their first meeting in 2021.

This Letter of Agreement will sunset June 30, 2021.

LETTER OF AGREEMENT - ARTICLE 26 – PART TIME MEDICAL INSURANCE
COMPUTATION AND SUBSIDY

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

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 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 of PEBB health, vision, dental and basic life insurance benefits and the employee shall pay the remaining one percent (1%).

For 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 calculated per Article 26, Section 2 (Insurance) as follows:

Part Time Employees Insurance:

Part Time premium rate x Employer contribution percentage x the ratio 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 times subsidy shall be determined by PEBB for each plan year.

The employee will pay the premium balance.

LETTER OF AGREEMENT – ARTICLE 26, PEBB MEMBER ADVISORY COMMITTEE

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

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

Therefore, the Parties agree to the following:

1. PEBB is directed to create and staff a PEBB Member Advisory Committee (PMAC).
2. The PMAC will be comprised of PEBB members, including both management and labor, with up to four (4) members appointed by AFSCME. Appointment to the PMAC will be for a two (2) year period. Management will select the one management co-chair and Labor will select their co-chair.
3. The PMAC will meet at least once per calendar quarter.
4. The PMAC will provide advice on:
 - a. Member engagement
 - b. Health and Welfare strategies including the Health Engagement Model and wellness programs.
 - c. Educating and engaging members as active leaders in their health.
5. PEBB is required to present updates to the PMAC about the progress towards its vision of better health, better care and affordable costs.
6. Participants on the committee will be on paid status and shall be reimbursed as per state travel policy. Agencies will not incur any overtime liability as a result of committee meetings or travel.

This Agreement will sunset on June 30, 2021.

LETTER OF CLARIFICATION - ARTICLE 29 – SALARY ADMINISTRATION

The purpose of this Letter of Clarification is to ensure that the Parties to the Collective Bargaining Agreement agree on the following:

1. Merit increases are normally one (1) step.
2. The Collective Bargaining Agreement does not limit merit increases to one (1) step.
3. If given, special merit increases will be administered in accordance with DAS policy 20.005.05 Merit Pay System.

**LETTER OF AGREEMENT – ARTICLE 33 – HOURS OF WORK/OVERTIME – MEAL
PERIOD PILOT**

This Agreement is executed by AFSCME Council 75 on behalf of the Oregon State Police Unit (Union) and the State of Oregon, acting through the Department of Administrative Services, (DAS) on behalf of the Oregon State Police Department (Agency).

The Parties agree to a pilot program of straight-eight (8) or ten (10) hour shifts under the following conditions:

- A. Employees may return to work a straight-eight (8) or ten (10) hours shift with no unpaid meal period subject to the shift start and stop times approved by management, based on operating requirements.
- B. Employees working this schedule must elect to do so in blocks of time no less than monthly. However, nothing precludes an employee and supervisor mutually agreeing to revert back to an unpaid lunch period per Article 33 of this Agreement.
- C. Employees may combine breaks or portions of breaks to create an additional break period or break periods of differing length. For example, an employee may create three (3) ten (10) minute break periods, one (1) twenty (20) minute break and an additional break of ten (10) minutes or one (1) thirty (30) minute break. These combinations must not result in breaks of less than ten (10) minutes, or breaks totaling more than thirty (30) minutes per day. Break combinations become part of the employee's schedule and may not be changed without supervisory approval.

This Letter of Agreement will sunset June 30, 2021.

LETTER OF AGREEMENT – PERS DIVERSION

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

The Parties acknowledge that challenges have been or may be filed that contest the legislation enacted by the 2019 Legislative Assembly, including SB1049. Nothing in this Agreement shall constitute a waiver of any Party's rights, claims or defenses with respect to the above.

This Agreement becomes effective on the date of the last signature below and ends June 30, 2021.

LETTER OF AGREEMENT – HB2016-B BARGAINING

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

HB2016-B at subsection 4(3) enables the Union to reopen the Agreement and bargain on specific subjects addressed in subsection 4.

The Parties agree that each has had the opportunity during its bargaining for the 2019-2021 local agreements to submit proposals and counterproposals to bargain on subjects in subsection 4 of the law. Therefore, each Party has fulfilled its duty to bargain on subjects it has addressed and neither Party shall be required to reopen any local agreement nor have the duty to bargain again during the term of the 2019-2021 local agreements on subjects addressed subsection 4.

This Agreement becomes effective on the effective date of a local agreement and expires June 30, 2021.

LETTER OF AGREEMENT – NEW EMPLOYEE NOTICE/UNION ACCESS

1. Notice

- a. The Employer shall provide the Union, in an editable digital file format, the following information for each employee quarterly:
 - i. Employee name; date of hire; EIN
 - ii. Contact information, including: cell, home and work telephone numbers (when available);
 - iii. Means of electronic communication, including work, personal electronic mail address;
 - iv. Home address or personal mailing address; and
 - v. Department/Agency/Office, Job Classification, Job Title, base salary, and work site location.
- b. Each business day, the Employer shall provide a report of newly hired AFSCME represented workers as long as the new hire business process has been successfully completed in the business day prior.
- c. The State CHRO information unit will provide AFSCME with a report of new, terminated, retired or transferring employees in AFSCME covered positions no later than the 10th of each month.

2. New Employee Orientation

- a. Within the first ten (10) calendar days from the date of hire, the Union representative shall be granted thirty (30) minutes of paid time to meet with the new employees without loss of pay.
- b. Employees within their first ninety (90) calendar days of employment 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.

LETTER OF AGREEMENT – SALARY BENEFIT SURVEY

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Agencies that are within the jurisdiction of the AFSCME Central Table (Agencies) and AFSCME Council 75 (Union).

The purpose of this Agreement is set forth timelines and commitments to conduct a salary/benefit survey on selected classifications listed below in preparation for 2021-2023 biennial bargaining.

The Parties agree to the following:

1. The Employer shall conduct a total compensation salary/benefit survey for the following classifications: Executive Support Specialist 1, Office Specialist 2, Administrative Specialist 1-2 and Operations and Policy Analyst 1-4.
2. The Employer shall complete the survey no later than November 30, 2020 and shall send the survey results to the Union in writing.
3. Either Party may add additional classifications to the survey prior to July 1, 2020.
4. Both Parties will have the opportunity to choose whether to submit bargaining proposals in December 2020 on the subject of selective salary adjustments for the above classifications.

LETTER OF AGREEMENT – STATE WORKER TRAINING FUND

The Parties recognize that both the State and its workers benefit from workers understanding their different health care options, understanding their retirement benefits and finding solutions to increase wellness and equity in the workplace

Therefore, the State of Oregon, along with participating unions will work together to come up with creative and long-term solutions by working in collaboration to develop and deliver the trainings.

In order to accomplish these goals, the Parties will:

- Establish a State Worker Training and Education Fund (“State Worker Training Fund”), appoint the State Worker Fund governing board of trustees of ten (10) people with equal representation from union representatives and Employers, and hire a qualified leader (“Director”) to report to such board of trustees.
 - Union Representatives will be split proportionally between participating labor unions.
- Fund the start-up of the State Worker Training Fund from October 1, 2019 to June 30, 2020. The start-up will be funded by an Agency assessment of one cent (\$0.01) per hour per employee of straight-time worked that would be due to the trust no later than October 1, 2019 in order to hire a director and choose one (1) or two (2) pilot locations to learn and adjust a roll out of a statewide plan. Ongoing, State Worker Training Fund will be funded two cents (\$0.02) per hour worked, including all paid leaves, per employee starting July 1, 2020 with a goal of the training and resources being available statewide by January 1, 2021. Agencies can pay monthly. At a minimum, per hour payments will be paid quarterly.
 - Agencies with under fifty (50) employees shall not make per hour payments.

The State Worker Training Fund will develop a plan to deliver trainings and programs on:

- PEBB and PERS. The PEBB and PERS training will be mandatory for new hires and the PEBB training will be offered within fourteen (14) days of a new hire. When possible, employees’ will sign up for their health insurance after going through the PEBB training.
- Organizational Equity and Inclusion. Creating trainings focused on ensuring nondiscrimination and best practices to equity and inclusion in the workplace.
- Wellness. The wellness initiatives should focus on agencies where there are clear challenges identified by management and bargaining unit. The trust shall identify one (1) Agency to pilot the wellness initiative.
- After a program is developed for the first three (3) stated goals, the Board of Trustees will discuss other programs that potentially meet goals identified by the State and the Unions.

Timeline:

By October 1, 2019, each Party shall bind itself to the Trust Fund Agreement(s). The Trust Agreement will include:

- How trustees are appointed and removed
- Terms of a trustee’s appointment

- Quorum requirements
- Meeting requirements
- Powers/ability to call a special meeting of the board
- Votes and quorum requirements
- Liability provisions
- Specific provisions outlining the necessary authority for the trustees to manage and administer the State Worker Training Fund and Program
- Investment provisions
- Investment standards
- Enforcement mechanisms for the Contribution Agreement
- Specific provisions outlining terms for amendments, mergers, termination of the trust
- Establishing benchmarks and metrics. The Trust will produce an annual progress report beginning June 2021 that includes an operating plan for the upcoming year and a report back on the operating benchmarks and metrics for approval by the State's CCO and the Unions' Executive Director.

By December 1, 2019 the Parties will use best efforts within the legal framework of the Trust Board to adopt a detailed plan for Training Fund operation, including establishing specific training objectives, performance benchmarks, expected outcomes, and hire a Director.

By February 1, 2020 the trust will set up a minimum of one (1) pilot and a goal of two (2) based on budget and plan.

LETTER OF AGREEMENT – 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 Specialists:

- 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 (2,000) 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 specifics 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 designated Contract Specialist, the Agency shall pay up to eighty-five thousand (\$85,000) a year for the Contract Specialist which includes pay and benefits. Any 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.
- 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:
 - 1. Interpret and administer the local Agency Collective Bargaining Agreement.
 - 2. Education on the local Agency Collective Bargaining Agreement.
 - 3. Provide guidance in grievance and problem resolution.
 - 4. Improve steward capacity.
 - 5. Work toward consistent application of the local Agency Collective Bargaining Agreement.
 - 6. Provide guidance on developing and improving labor/management committees.
 - 7. 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 planning, 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 in 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.

APPENDIX A - COMPENSATION PLAN- TO BE INSERTED

APPENDIX B - SALARY CHARTS - TO BE INSERTED

APPENDIX C – SALARY ALIGNMENT SQUARED COMPENSATION PLAN

Salary Range	Pay Range Option	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
3	AP									2600
7	AP									2680
9	AP							2680	2786	2881
10	AP						2680	2786	2881	3000
11	AP					2680	2786	2881	3000	3129
12	AP				2680	2786	2881	3000	3129	3262
13	AP			2680	2786	2881	3000	3129	3262	3403
13C	AP		2680	2786	2881	3000	3129	3262	3403	3563
14	AP		2680	2786	2881	3000	3129	3262	3403	3563
15	AP	2680	2786	2881	3000	3129	3262	3403	3563	3737
15C	AP	2733	2831	2940	3064	3196	3333	3482	3650	3827
16	AP	2786	2881	3000	3129	3262	3403	3563	3737	3917
17	AP	2881	3000	3129	3262	3406	3563	3737	3917	4103
18	AP	3000	3129	3262	3403	3563	3737	3917	4097	4292
19	AP	3129	3262	3403	3563	3737	3917	4097	4292	4509
20	AP	3262	3403	3563	3737	3917	4097	4292	4509	4724
21	AP	3403	3563	3737	3917	4097	4292	4509	4724	4948
22	AP	3563	3737	3917	4097	4292	4509	4724	4948	5188
23	AP	3737	3917	4097	4292	4509	4724	4948	5188	5437
24	AP	3917	4097	4292	4509	4724	4948	5188	5437	5706
25	AP	4097	4292	4509	4724	4948	5188	5437	5706	5988
26	AP	4292	4509	4724	4948	5188	5437	5706	5988	6275
27	AP	4509	4724	4948	5188	5437	5707	5988	6275	6585
28	AP	4724	4948	5188	5437	5706	5988	6275	6585	6901
29	AP	4948	5188	5437	5706	5988	6275	6585	6901	7242
30	AP	5188	5437	5706	5988	6275	6585	6901	7242	7599
31	AP	5437	5706	5988	6275	6585	6901	7242	7598	7976
32	AP	5706	5988	6275	6585	6901	7242	7598	7976	8370
33	AP	5988	6275	6585	6901	7242	7598	7976	8370	8762
37	AP	7241	7593	7976	8370	8762	9205	9650	10125	10621

Effective July 1, 2019 or upon the date of receipt of an interest arbitration award whichever is later, align all salary ranges across AFSCME Central Table classification to ensure rates within the same salary range are the same across agencies. This shall apply to salary ranges with a Pay Option A and a Range Option P only. The following classifications are excluded from this alignment:

- Juvenile Parole and Probation Assistants (6633)
- Juvenile Parole and Probation Officers (6634)
- Mental Health Registered Nurse (6208)
- Staff Development Nurse (6226)

- Registered Nurse Epidemiologist (6219)
- Nurse Practitioner (6255)
- Mental Health Therapy Technician (6710)
- Licensed Practical Nurse (6135)
- Dentists (7510)
- Deputy State Fire Marshall (5561)
- Deputy State Fire Marshall/Entry (5560)
- Physician Specialist (7517)
- Assistant Attorney General (7504)
- Senior Assistant Attorney General (7505)
- Information Systems Specialist 1-8, Pay Option I (1481-1488)
- Natural Resource Specialist 3-5, Pay Options B,C,D (8503-8505)
- Public Service Representative 3, Pay Option V (0323)

Where the system rates and the rates printed in the CBA differ by two dollars (\$2.00) or less per month, the system shall be considered the official rate and shall supersede the rate printed in the CBA.

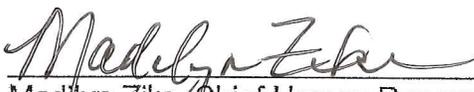
*Note: Range Option A will be calculated using a reverse differential and rates will not be specifically listed in the agreements.

Signature Page

Signed this 16th day of August, 2019, in Salem, Oregon.

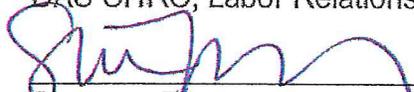
FOR THE STATE OF OREGON


Katy Coba, Director
Department of Administrative Services

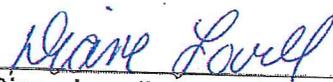

Madilyn Zike, Chief Human Resources
DAS Chief Human Resources Office
(CHRO)


Travis Hampton, Superintendent
Oregon State Police


Kimberly Proffitt Rockeman
State Labor Relations Manager
DAS CHRO, Labor Relations Unit

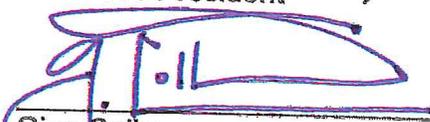

Shannon Thompson
Director of Human Resources
Oregon State Police

FOR THE AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES

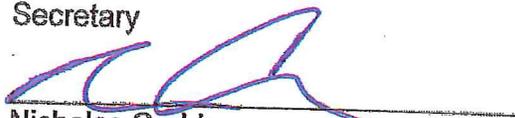

Diane Lovell, Council Representative
AFSCME Council 75


Nicole Meck, Council Representative
AFSCME Council 75


David Patty
Local 896 President


Gina Collmann
Local 896 Vice-President


Laurie Waite-Reid
Secretary


Nicholas Crabb
Treasurer

DAS DEPARTMENT OF
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Chief Human Resources Office
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Electronic version of the Agreement located at:
<http://www.oregon.gov/das/HR/Pages/LRU.aspx>