



COLLECTIVE BARGAINING AGREEMENT

between

DAS

THE DEPARTMENT OF
ADMINISTRATIVE SERVICES

on behalf of the

DEPARTMENT OF CORRECTIONS
PAROLE AND PROBATION OFFICERS

and

FOPPO

THE FEDERATION OF OREGON
PAROLE AND PROBATION OFFICERS

2023

-

2025

FOPPO

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ARTICLE 1 - SCOPE OF AGREEMENT

Section 1. This Agreement is made and entered into by and between the State of Oregon (hereinafter the "Employer"), acting through its Department of Administrative Services, Labor Relations Unit on behalf of the Department of Corrections (hereinafter the "Agency"), and the Federation of Oregon Parole and Probation Officers (hereinafter the "Federation"), and is binding upon the Federation and the Employer, Agency and all designated representatives of the Federation and the Employer and Agency.

Section 2. The Agency recognizes the Federation as the sole and exclusive bargaining agent for the employees within the certified or recognized bargaining units. All aspects of the wages, hours, and other terms and conditions of employment shall be determined by this Agreement, except in regard to recruitment and selection of applicants for initial appointment to State service. The terms and conditions of employment set forth in this Agreement shall apply to all strike-prohibited parole and probation classified positions, except temporary, supervisory, confidential, and those positions excludable by ORS 243.650, within the Department of Corrections.

The parties agree that the term "classified employee" does not include temporary employees appointed under the provisions of ORS 240.308 or part-time employees who regularly work thirty-two (32) hours or less per month.

Section 3. If the Agency establishes a new position which is not clearly excluded from the bargaining unit under ORS 243.650 or reclassifies an existing bargaining unit position, the Employer shall notify the Federation in writing within seven (7) days following the action, as to whether or not it believes the classification to be within the bargaining unit. The Federation must notify the Employer in writing within ten (10) days from receipt of the notification if it disagrees about the inclusion or exclusion of the classification in the bargaining unit or the matter becomes closed. If notice of the disagreement is received within the ten (10)-day period, the parties shall meet within fourteen (14) days of above notification to discuss the matter. If an agreement is not reached within thirty (30) days, the Federation may submit the matter to the Employment Relations Board. Should the matter not be submitted to the Employment Relations Board within the specified thirty (30)-day period, the matter shall be considered resolved.

Section 4. This contract incorporates the sole and complete Agreement between the Agency and the Federation resulting from negotiations held pursuant to the provisions of ORS 243.650 et seq and supersedes all prior labor contracts. It is acknowledged that during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. It shall not be modified in whole or in part except by another written instrument duly executed by the parties.

Section 5.

- a) The parties agree the Employer's Chief Human Resource Office Personnel Policies and Agency Procedures relating to their implementation are without effect upon the Agency or members of the bargaining units.
- b) Other policies, procedures, and rules of the Agency which directly relate to mandatory subjects of bargaining as defined by statute and which affect bargaining unit members on the day this Agreement becomes effective shall be continued, unless modified or deleted elsewhere in this Agreement. Should the Agency wish to change such a policy, procedure, or rule, or to issue a new one, notice will be given to the Federation. If the Federation believes the policy, procedure, or rule to be unreasonable, then within seven (7) days of the date upon which the Federation knows, or by reasonable diligence should have known, of the subject action, the Federation shall request that the Agency meet to discuss the issue.

- c) Such meeting shall occur within fifteen (15) days of:
 - 1. Agreement that the issue is a mandatory subject, or
 - 2. An Employment Relations Board ruling that the issue is a mandatory subject of bargaining.

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

- d) The parties shall meet within the five (5) days immediately following receipt of notification of the Federation's desire to arbitrate and select an arbitrator. Selection of an arbitrator shall be as prescribed in Article 46, Grievance and Arbitration.
- e) The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby, unless the award is vacated pursuant to statute. The power of the arbitrator in this process shall be limited to determine whether the policy, procedure, or rule is unreasonable.
- f) If the arbitrator's ruling is that the policy, procedure, or rule is unreasonable, the Agency shall immediately withdraw the policy, procedure or rule.
- g) The arbitrator's fee and expenses shall be paid by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.
- h) Time limits specified in this procedure must be observed, unless either party requests a specific extension of time, which, if agreed to, must be stipulated in writing and shall become part of the record.

REV: 2021

ARTICLE 2 - TERM OF AGREEMENT

Section 1. Unless otherwise noted in a specific article in the Agreement, this Agreement becomes effective on the date of ratification and expires June 30, 2025. The Federation 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 Federation 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.

Section 2. The Federation will designate its bargaining team members for contract negotiations. No more than six (6) of them, with no more than three (3) from one Functional Unit, shall be released with pay for the purposes of negotiations for a successor Agreement.

Section 3. Either party may open negotiations for a successor agreement by giving written notice to the other on or about December 1, 2024. Unless otherwise agreed, negotiations for a successor agreement will begin on or before January 31, 2025.

REV: 2017,2019, 2021, 2023

ARTICLE 3 - FEDERATION SECURITY

Section 1. New Employees. The Agency agrees to inform all new employees hired into positions included in the bargaining unit of the Federation's exclusive recognition, and shall provide all present and future employees in the bargaining unit with a copy of its Agreement, provided the parties shall share equally in the costs of preparation and distribution of the Agreement. The Agency agrees to allow duly certified Federation Representatives thirty (30) minutes, when new

employee orientation classes are held, to speak to new employees about the Federation's exclusive recognition, its benefits, and services available to the membership. This time will not be used for discussion of labor-management disputes.

The Federation Representative will be allowed time off without loss of pay to make the presentation.

Section 2. Federation Access. FOPPO representatives, upon proper introduction and notice, shall have reasonable access to the premises of the Agency during all working hours to conduct Federation business (with appropriate observation of the security regulations of the Agency). During periods of bona fide emergency, this provision may be temporarily suspended by the Agency as required for the duration of the emergency.

Section 3. Unless otherwise provided in this Agreement, the internal business of the Federation shall be conducted by the employees during non-duty time. All policies, procedures, and rules, and all provisions of this Agreement shall be applied equitably among employees to whom they apply.

Section 4. Representatives. The Federation may select, and shall certify in writing to the Agency, employees to act as Federation Representatives. Representative shall have authority to investigate and resolve grievances and to distribute Federation informational material provided that such activity does not interfere with the regular work routine with prior approval of management. The investigation and processing of employee grievances will be permitted during working hours without loss of compensation. If the permitted activities would interfere with either the Representative's or the grievant's duties, management shall, within the next working day, arrange a mutually satisfactory time for the requested activities. Time spent in grievance activities without the proper notification and release by an appropriate supervisor involved will be considered unauthorized leave without pay for both the Representative and the grievant. An employee may request and have present a Representative or Federation Representative at any formal discussion on disciplinary actions, or grievance proceedings, or any other matter that might adversely and substantially affect their future employment, pay, or chances for promotion.

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

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

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

Federation Business Leave does not constitute a break in service.

Upon written request from FOPPO, members shall be given release time from his/her position for the performance of Federation duties, including Statewide Annual FOPPO trainings.

Not to exceed a maximum of four (4) employees at any one time (with no more than two (2) employees from either functional unit), employees elected to Federation office or otherwise selected by the Federation to conduct Federation business that takes them away from their employment may be granted leave without pay or leave with pay reimbursed by the appropriate FOPPO local to the Agency for a reasonable period of time not to exceed seven (7) working days, upon seven (7) days' advance notice by the Federation. The determination for granting such leave shall be made by the Agency based on operational needs of the Agency. Leave will be requested through the normal agency procedure.

a) Contract Administration

The Agency agrees to the attendance by the President or designee without loss of pay at:

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

Section 6. Communications.

a) The Agency agrees to furnish and maintain bulletin boards in convenient places to be used by Federation for the posting of official Federation notices only. Federation shall keep the bulletin boards neat and orderly.

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

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

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

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

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

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

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

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

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

Section 8. Employee Statistics. The Labor Relations Unit and the Agency will, upon request of the Federation, provide any regularly produced computer runs containing non-confidential statistics of the Federation's bargaining unit members. This will include one (1) printout annually showing names and addresses of all bargaining unit employees and monthly information currently furnished. Any costs incurred in compiling and photocopying these statistical reports under this Agreement shall be billed to the Local Federation making the request.

Section 9. Reports. Upon request and no more than once a quarter the Agency shall provide to the Federation 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 Federation 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 Federation on an annual basis the Agency organization charts showing management positions and the positions they supervise.

REV: 2019, 2021

ARTICLE 4 – FEDERATION LABOR/MANAGEMENT MEETINGS

Section 1. Purpose. The purpose of this Article is to promote harmonious relations between the parties.

Section 2. Meetings.

- a) **Functional Unit Meetings.** Either the Agency Head/Functional Unit Manager or the Federation President may request a meeting. Each party may designate desired representation to the extent that such absences from duty do not cause a disruption of work or otherwise create a short staff situation. Off duty personnel participating in such meetings must do so on their own time. The actual meeting time will be established through mutual agreement. Refusal of either party to meet on a given subject does not constitute a contract violation.
- b) **Federation Meetings.** These meetings are to be held by mutual agreement, as needed. These meetings are to be conducted using the same guidelines set forth in Section (a). The goal is to share information regarding issues that have effect or could have effect outside of a single office.

Section 3. Scope of Authority. Meetings will be held for purpose of discussion only. This committee will not enter into a binding agreement of any sort. The Committee may recommend agreements for signature to the parties, which are defined as The Department of Administrative Services and FOPPO. The Committee discussion may include all manner of local working conditions and non-disciplinary grievance issues.

REV: 2017, 2021

ARTICLE 5 - LEGISLATIVE ACTION

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

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

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

ARTICLE 6 - EFFECT OF LAWS AND RULES

Section 1. This Agreement is subject to all applicable existing and future laws of the State of Oregon. In the event of a conflict between a provision of this Agreement and a rule or regulation of the Department of Administrative Services or any of its Divisions, the terms of this Agreement shall prevail.

Section 2. Liability in Civil Suits. In accordance with ORS 30.285, any employee who has any civil action suit or proceeding brought against the employee for causes resulting from acting in the employee's official capacity, duties or employment in good faith and without malice, shall be given legal defense by the State of Oregon. The Agency further agrees to provide written procedures which will outline the proper methods for requesting this legal defense.

ARTICLE 7 - SEPARABILITY OF PROVISIONS

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

ARTICLE 8 - EQUAL OPPORTUNITY

Section 1. The Agency and the Federation agree to continue their policies of not unlawfully discriminating against any employee because of race, color, religion, sex, national origin, age, mental or physical disability, marital status, political affiliation, or Federation activity. Neither will the Agency discriminate based on sexual orientation.

Section 2. Any complaint alleging unlawful discrimination based on race, color, religion, sex, national origin, age, mental or physical disability, marital status or political affiliation which is brought to the Federation for processing will be submitted directly to the designated appointing authority. The designated appointing authority or designee shall respond within thirty (30) calendar days of its submission. Allegations of unlawful discrimination are not subject to the grievance procedure.

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

ARTICLE 9 - MANAGEMENT RIGHTS

The Federation agrees that the Employer retains all inherent rights of management and hereby recognizes the sole and exclusive right of the State of Oregon, as the Employer, to operate and manage its affairs in accordance with its responsibilities to maintain efficient governmental operations. The Employer retains all rights to direct the work of its employees, including, but not limited to, the right to hire, promote, assign, transfer, demote, suspend, or discharge employees for proper cause; to schedule work; determine the processes for accomplishing work; to relieve employees from duties because of lack of work or for other legitimate reasons; to take action as necessary to carry out the missions of the State; or determine the methods, means, and personnel by which operations are to be carried on, except as modified or circumscribed by the terms of this Agreement. The retention of these rights does not preclude any employee from filing a grievance, pursuant to Article 46, Grievance and

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

ARTICLE 10 - CONTRACTING OUT

Section 1. The Agency may determine to contract or subcontract work provided that, as to work which is presently and regularly performed by employees in the bargaining unit, the Agency agrees to notify the Federation and negotiate the decision and impact of the pending action. It is

specifically understood that such negotiations are not required in 1) emergency situations, 2) where the impact is minimal (and not mandatory), or 3) where the assignment of work currently being performed by the bargaining unit members is transferred to other State facilities.

Section 2. Review of Contracted Work. Upon request, the Federation may view state contracts deemed public records. The Federation will contact the Agency manager responsible for procurement and contracts to arrange a time to review the contracts. The Agency will let the Federation review any contracts that the Agency itself stores, and are available through public records law. The Federation will contact the state archivist for older contracts under the public records law. The Federation 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 Federation suggestions at their labor/management meetings and determine the most effective and efficient way to accomplish the work in the future for Agency initiated contracts. Decisions around reviewing of contracted work are not subject to the grievance procedure.

ARTICLE 11 - INSURANCE

Section 1. Eligibility. An Employer contribution will be made for each eligible employee who has at least eighty (80) paid regular hours in the month unless required by law.

The contribution for eligible participating part time employees with eighty (80) or more hours paid hours for the month the Employer shall contribute a prorated amount of the contribution for full-time employees in the employee's coverage tier. "Regular hours" means all hours of work or paid leave except overtime hours, i.e., those above forty (40) hours in a week. Thus, "regular hours" shall include additional non-overtime hours worked above an employee's regular work schedule. In the event that a part-time employee, who is regularly scheduled to work half-time or more, fails to maintain at least half-time paid regular hours because of the effect of prorated holiday time or other paid or unpaid time off, they shall be allowed to use available vacation or comp time to maintain their eligibility for benefits and the Employer's contribution for such benefits.

1. The Employer contribution amount of the plan selected by the employee will be calculated as follows:

a. Part-Time Employees Electing Part-Time Insurance.

Part-Time premium rate x Employer contribution percentage (as defined in Section 3) 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 the Plan Years covered in this Article. The part-time subsidy shall be determined by PEBB for each plan year.

The employee will pay the premium balance.

b. Part-Time Employees Electing Full-Time Insurance.

Full-time premium rate x Employer contribution percentage (as defined in Section 3) x the ratio of paid regular hours to full-time hours to the nearest full percent = Employer contribution.

The employee will pay the premium balance.

Section 2. Plan Years 2023-2025. For Plan Years 2023-2025 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 3. PEBB Projected Funding Composite Rate. If the Collective Bargaining Agreement provides for a COLA with an effective date in the second (2nd) year of the 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.

Section 4. AD&D Life Insurance. Employees who are enrolled in PEBB’s AD&D policy for “employees only” coverage of up to fifty thousand dollars (\$50,000) shall receive a non-taxable reimbursement from the Agency of one dollar (\$1.00) per month. Employees are required to timely enroll through PEBB for coverage.

See LOAs: PEBB Member Advisory Committee, Part—time Employees Health Insurance Subsidy, PMAC Education.

REV: 2017, 2019, 2021, 2023

ARTICLE 12 - SALARY AND WAGES

Section 1. Salary.

SALARY SCHEDULE AS OF JULY 1, 2023										
<u>Salary Range</u>	<u>Pay / Rng Option</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
27	AP	6061	6343	6648	6962	7348	7651	8025	8418	8831

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

SALARY SCHEDULE AS OF DECEMBER 1, 2023										
<u>Salary Range</u>	<u>Pay / Rng Option</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
27	AP	6455	6755	7080	7415	7826	8148	8547	8965	9405

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

SALARY SCHEDULE AS OF JANUARY 1, 2025 OR FEBRUARY 1, 2025 (per Salaries Article)										
<u>Salary Range</u>	<u>Pay / Rng Option</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
27	AP	6878	7197	7544	7901	8339	8682	9107	9552	10021

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

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

Section 2. Cost of Living Adjustment. Effective December 1, 2023, or upon ratification or the first of the month following receipt of an interest arbitration award whichever is later, the compensation plan salary rates shall be increased by six and five tenths' percent (6.5%).

Effective January 1, 2025* or upon the date of ratification or the first of the month following receipt of an interest arbitration award whichever is later, compensation plan salary rates will be increased by six and fifty-five hundredths percent (6.55%).

*If the legislature appropriates new funding of at least thirteen million (\$13,000,000) dollars in calendar year 2024, the 2025 cost of living adjustment will be effective January 1, 2025. If the legislature does not appropriate at least thirteen million (\$13,000,000) dollars in calendar year 2024, the 2025 cost of living adjustment will be effective February 1, 2025.

Section 3. Public Employees Retirement System ("PERS") Members. For purposes of this Article, a PERS participating member is an employee who has established membership in PERS (Tier 1, Tier 2, or OPSRP) and who is presently employed in a qualifying position. Parole and Probation Officers requiring DPSST certification are by statute classified as "Police & Fire".

Section 4. PERS Participating Member Contributions. Effective June 1, 2019 Compensation Plan salary rates for PERS participating members were increased by six percent (6%) and the State ceased "picking up" the six percent (6%) employee contribution. The State will deduct from an employee's salary and make the six percent (6%) employees contribution to their PERS account or Individual Account Program (IAP) account, as applicable. Such employee contributions shall be treated as "pre-tax" contributions pursuant to the Internal Revenue Code, Section 414(h)(2).

The parties acknowledge that various challenges have been filed that contest the lawfulness, including the constitutionality, of various aspects of PERS reform legislation enacted by the 2003 Legislative Assembly, including Chapters 67 (HB 2003) and 68 (HB 2004) of Oregon Laws 2003 ("PERS Litigation"). The Parties acknowledge that challenges have been or may be filed that contest the legislation enacted by the 2019 Legislative Assembly, including SB 1049. Nothing in this Agreement shall constitute a waiver of any party's rights, claims or defenses in respect to the above.

Section 5. Recoupment of Wage and Benefit Overpayments/Underpayments.

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

1. The employee with or without Federation representation and the Agency shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.
2. If there is no mutual agreement at the end of the thirty (30) calendar day period the Agency shall implement the repayment schedule stated in subsection 3 below.
3. If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly basic salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular base salary. If an overpayment is less than five percent (5%) of the employee's regular base salary, it shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves

Agency service before the Agency fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.

4. Subsections 1-3 of this section shall not apply to payroll adjustments necessitated by a discrepancy between actual hours of paid time versus hours projected for payroll purposes from one pay period to another. For example, if an employee utilizes leave without pay near the end of the month but is paid for such time because such leave without pay was not anticipated at the payroll cutoff date for that month, the employee's pay and benefit entitlements may be adjusted on the following month's paycheck.
 5. The Agency shall not attempt to correct any overpayment to employees discovered older than two (2) years from notification.
- b) **Underpayments.** In the event an employee does not receive the wages or benefits to which the record/documentation has for all times indicated the employer agreed the employee was entitled, the Agency shall notify the employee in writing of the underpayment. This notification will include information showing that an underpayment exists and the amount of wages and/or benefits to be repaid. The Agency shall correct any such underpayment made within a maximum period of two (2) years before the notification.
- c) This provision shall not apply to claims disputing eligibility for payments which result from this agreement. Employees claiming eligibility for such things as leadwork, work out-of-classification pay or reclassification must pursue those claims pursuant to the timelines elsewhere in this Agreement.

REV: 2017, 2019, 2021, 2023

ARTICLE 13 - SALARY ADMINISTRATION

Section 1. Salary eligibility date is defined as the date an employee is eligible for an annual pay increase. The salary eligibility date is computed from the date of hire. Employees shall be eligible for annual pay increases on the employees' salary eligibility date provided the employee is not at the top step of the salary range of the employees' classification

Section 2. Any employee requiring an emergency draw shall be authorized once during the term of this Agreement to make such a draw without explanation. Additional draws may be requested in accord with existing policy and will be considered on a case-by-case basis.

Section 3. Submission of Salary Increases.

- a) For employees initially hired to state service, the salary eligibility date shall be set one (1) year from the date of hire. Thereafter, an employee's salary eligibility date may only change because of employment actions as a result of reallocations, trial service extensions as provided in Article 36, promotions, demotions, reemployments, reclassifications or leaves without pay in excess of fifteen (15) days except those leaves protected by federal or state (FMLA, military, workers compensation).
- b) Salary increases to correct errors or oversights and retroactive payments resulting from grievance settlements will be authorized. In no event shall any retroactivity exceed twelve (12) months from the date upon which the oversight or error is brought to management's attention in writing, or, in the case of a grievance settlement, the date the grievance was filed in writing.

Section 4. Salary on Promotion. An employee shall be given an increase to the next higher rate in the new salary range effective on the date of the promotion the employee's salary eligibility date shall be set for six (6) calendar months after the date of promotion. Upon successful completion of promotional trial service, the employee will receive a salary increase and annually thereafter until the employee reaches the top step of the range.

Section 5. Salary on Demotion. Whenever an employee demotes to a job classification in a lower range that has a salary rate the same as the previous step, the employee's salary shall be maintained at that step in the lower range.

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

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

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

Section 6. Effect of Break in Service. When an employee separates from State service and subsequently returns to the State service (except as a temporary employee), the employee's salary eligibility date shall be determined by the Agency as follows:

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

REV: 2021

ARTICLE 14 - OVERTIME

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

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

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

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

Section 5.

- a) An employee shall either be paid or given compensatory time off at the discretion of the Agency, at the rate of one and one half (1 ½x) times the regular hourly rate of pay for hours worked in excess of forty (40) hours per week. Any compensatory time accrued in

excess of eighty (80) hours will be paid off within the pay period of the month following the month in which it is accrued.

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

Section 6. The parties agree that an employee's compensatory time is payment for work already accomplished. Compensatory time may be used by the employee in lieu of vacation or sick leave.

ARTICLE 15 - DIFFERENTIALS

Section 1. Field Training Officer (FTO). While assigned to perform FTO duties FTOs shall receive a four percent (4%) differential of base pay. Payment of this differential will be for the length of the program, including any preparation time and final documentation of the trainee's performance. This time can be extended at the approval of the local State Director.

Section 2. Bilingual Differential.

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

Section 3. Incentive Plan. Employees who obtain an intermediate certification from DPSST shall have a premium of three percent (3%) per month in addition to their base wages. Employees who obtain an advanced certificate from DPSST shall have a premium of six percent (6%) per month in addition to their base wages (above certificate premiums are non-cumulative). Employees may be required to complete one physical for either the intermediate or advanced certificate, but not both. Employees who currently have the intermediate or advanced certificate will not be subject to the physical. The effective date of certification incentive pay is the date the eligible employee submits documentation of the completed requirements to their local director.

Section 4. Hearings Officer Differential. When assigned as a hearing's officer the PO shall receive a one percent (1%) differential of base pay.

REV: 2017,2019

ARTICLE 16 - CALL-BACK TIME AND AFTER HOURS PHONE CALLS

Section 1. Call back is an occasion where an employee has been released from duty and is called back prior to his/her normal start time. Employees may be subject to call back during their off-duty hours in response to job related duties and emergencies. Employees shall maintain their current telephone number with the Agency.

Section 2. An employee who is called back into work outside the employee's basic work schedule will receive time and one-half (1-1/2x) the employee's straight time rate for hours actually worked; but in no event will the employee be paid less than four (4) hours at the straight time rate of pay.

Section 3. This provision will not apply when call back results from employee oversight, i.e., taking home necessary keys, equipment necessary at the Agency, etc. The provision does not prevent the Agency from calling employees for information not requiring call back. The employee would not be required to remain home or available unless on standby.

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

ARTICLE 17 - WORK OUT OF CLASSIFICATION

Section 1. When an employee is assigned in writing for a limited period to perform the duties of a position at a higher level classification for five (5) consecutive calendar days or more, or forty (40) consecutive straight time hours or more, the employee shall be given a differential of five percent (5%) of their base rate for all hours worked beginning from the first day of the assignment.

Section 2. An employee who is underfilling a position shall be informed in writing of their underfill status, the reasons for the underfill, and the requirements necessary for the employee to qualify for reclassification to the allocated level. Upon gaining regular status and meeting the requirements for the allocated level of the position, the employee shall be reclassified.

Section 3. Assignments of work out-of-classification shall not be made in a manner which will subvert or circumvent the administration of this Article. This higher class work will be entered into the employee's personnel file and shall be used for annual performance appraisals and will be taken into consideration by supervisors during promotional merit ratings.

REV: 2019

ARTICLE 18 - LEADWORK DIFFERENTIAL

Section 1. Leadwork differential shall be defined as a differential for employees who have been formally assigned by their supervisor, in writing, "leadwork" duties over three (3) or more employees in their classification or salary range for ten (10) consecutive calendar days or longer. Leadwork is where, on a recurring daily basis, while performing essentially the same duties as the workers led, the employee has been directed to perform substantially all of the following functions: to orient new employees, if appropriate; assign and reassign tasks to accomplish prescribed work efficiently; give direction to workers concerning work procedures; transmit established standards of performance to workers; review work of employees for conformance to standards; and provide informal assessment of workers' performance to the supervisor.

Section 2. The differential shall be five percent (5%) beginning from the first day the duties were formally assigned in writing for the full period of the assignment.

Section 3. Leadwork differential shall not be computed at the rate of time and one-half (1-1/2) for the time worked in an overtime or holiday work situation, or to effect a "pyramiding" of work out-of- classification payment.

Section 4. Leadwork differential shall not apply for voluntary training and development purposes which are mutually agreed to in writing between the supervisor and the employee.

Section 5. The employee who believes they are performing the duties of a leadworker as defined in Section 1, may request a review of the duties as follows:

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

ARTICLE 19 - TRAVEL AND MOVING EXPENSE

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

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

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

ARTICLE 20 - EMERGENCIES

Section 1. During periods of bona fide emergency, provisions of this contract regarding work assignments and scheduling, job posting, and overtime scheduling may be temporarily suspended by the Agency as required for the duration of the emergency. Appropriate notification of the emergency status will be made to the Federation or designee.

Section 2. Emergency is defined as an unforeseen circumstance which may threaten the safety and security of the public, inmates, employees and/or property. This Section shall not be used by management to justify suspension of the above described contract rights to meet the daily operational needs in filling unexpected shift vacancies due to absences of scheduled staff which occur from time to time.

ARTICLE 21 - USE OF ALCOHOL AND DRUGS

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

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

- a) The buying, selling, or providing, or possession for the purpose of buying, selling, or providing controlled substances including marijuana while on Agency property or in Agency vehicles or equipment, or during work hours, including paid rest and meal periods.
- b) Being under the influence of alcoholic intoxicants, or consuming alcoholic intoxicants while in Agency vehicles or equipment at any time, or on Agency property, including rest and meal periods.
- c) Being at work with a blood alcohol content that reaches or exceeds .02% by volume/weight of alcohol in the blood.
- d) Possession of any controlled substance including marijuana while on Agency property or in Agency vehicles or equipment at any time, including rest and meal periods. However, this excludes substances that have been legally prescribed for an employee's own use.
- e) Being at work under the influence of any controlled substance, including marijuana, or having such substances present in the body while on Agency property or in Agency vehicles or equipment at any time, including rest and meal periods. An employee has controlled substance present in the body when the employee tests positive in blood or urine tests administered by the Agency for drug and alcohol testing. An employee shall be deemed to test positive for cannabinoids (marijuana or hashish) if his or her urine test indicates fifty (50) or more nanograms THC metabolites/ml. However, this excludes substances that have been prescribed for an employee's own use.
- f) Abusing any substance which is lawfully prescribed by regularly taking it in excessive quantities or by unlawfully obtaining it for purposes of abuse.
- g) For purposes of this Agreement, the term controlled substance shall be defined in accordance with ORS 475.005(6).

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

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

Section 5. Reasonable Suspicion Testing.

- a) Where the Agency has a reasonable suspicion that an employee is under the influence of any alcoholic intoxicants or controlled substances, including marijuana, or has a controlled substance, including marijuana, present in the body, the Agency may require that the employee immediately consent and submit to field and impairment tests and sampling (blood, urine or Breathalyzer test) at an approved laboratory. The Agency shall pay for the costs of the tests. A refusal to consent and submit to any of these tests shall be deemed the same as a positive test result.
- b) When the employee is notified he or she is required to consent and submit to such test, or to searches as described in Section 8 of this Article, he or she may request the presence of a Federation representative to witness the tests or searches. The tests or searches may not be unduly delayed in order to wait for a representative. The absence of a representative shall not be grounds for the employee to refuse to consent and submit to such tests or searches, however the Agency shall make every reasonable effort to provide

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

Section 6. Consequences of Test Results.

- a) Test results which do not positively establish the employee has engaged in prohibited conduct as described in Sections 2b, 2c, 2e or 2f of this Article shall result in no further

- action against the employee related to an alleged violation of those sections. The employee shall be informed of such test results in writing. Persons who do not test positive shall not have any record of the test placed in their official personnel file. Working files may contain records of the observations which led to the reasonable suspicion testing but not records of the test itself. If the employee subsequently demonstrates similar behaviors, these records may be relied upon by the employer in disciplinary proceedings.
- b) If an employee who tests positive and has not previously committed prohibited conduct specified in Sections 2b, 2c, 2e or 2f of this Article, the employee shall immediately submit to a medical evaluation by a doctor selected and paid for by the Agency. The evaluation will determine the extent of the employee's use of, and dependence on, the applicable substance(s) and, if necessary, recommend an appropriate program of treatment, including but not limited to rehabilitation and counseling to prevent future use. If a program of treatment is recommended by the doctor, the employee shall enroll in it immediately. Failure by the employee to enroll in the recommended program or to complete it successfully shall result in their termination from employment. The cost of such treatment shall be at the employee's expense except as it may be covered by insurance. The employee may take paid leave or leave without pay for the period of treatment.
 - c) The first instance of an alcohol test result of .02% to .039% shall not be considered a positive test result for alcohol for the purpose of requiring a medical evaluation by a doctor. An employee may use vacation and/or sick leave benefits for this time period. It will, however, require that the employee be removed from duty until their next scheduled shift. An alcohol test result of a .04% or greater will subject the employee to all provisions of this Agreement.
 - d) If an employee who tests positive and has previously committed prohibited conduct specified in Sections 2b, 2c, 2e or 2f, and subsequently is found to have committed such prohibited conduct a second time within three (3) years, they shall be subject to discipline up to and including termination. The level of discipline imposed for subsequent instances of such prohibited conduct beyond three (3) years may be termination but shall be determined on a case-by-case basis.

Section 7. Voluntary Rehabilitation.

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

treatment shall be at the employee's expense except as it may be covered by insurance. The employee may take paid leave or leave without pay for the period of treatment.

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

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

Section 9. Consequences of Search Results.

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

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

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

ARTICLE 22 - WORK WEEK AND WORK SCHEDULING

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

Section 2. Work Schedule.

- a) Work schedule is defined as the time of day and the days of the week the employee is assigned to work and shall consist of forty (40) hours per work week.
- b) Employees shall submit a basic work schedule to their immediate supervisor.
- c) If an employee desires to make permanent changes to their basic work schedule, the employee shall submit a request to their immediate supervisor for approval at least fourteen (14) calendar days in advance of the desired implementation date. The immediate supervisor shall approve or not approve the requested change in schedule.

Section 3. Flexible Scheduling. By the nature of their position, employees are required to work an irregular forty (40) hours per week work schedule. Cooperation between the employee and supervisor is critical and employee accountability of weekly hours is imperative.

- a) Flexible schedules are allowed to provide employees the ability to flex work hours outside of their basic work schedule during the forty (40) hour work week.

- b) If an employee desires to flex their work hours outside of their basic work schedule, the employee shall submit a DOC Parole and Probation Flex Form (Flex Form) to their immediate supervisor in advance. The form shall include the time the employee will be flexing their schedule and specifically how and when the time will be accounted for. In the event the employee does not have access to the flex form, the employee shall send a text or email to their immediate supervisor prior to their scheduled arrival time notifying when the employee plans to arrive and submit a Flex Form including how the time will be accounted for within four (4) hours of return to the office. In the event the desire to flex is due to a work-related task that cannot be paused, the employee will send a text to their immediate supervisor notifying them following the occurrence and submit a Flex Form including how the time will be accounted for, within four (4) hours of return to the office. In the event the employee needs to change their planned use of flex time, the employee will submit a revised Flex Form to their immediate supervisor in advance and will include the revised plan of how the time will be accounted for.
- c) Flexible schedules are not to be used on a frequent basis to circumvent an employee's basic work schedule. Using flex time for work already performed outside the basic work schedule that is required of the job is not considered as circumventing the basic work schedule..
- d) Employees may be required to flex their schedules during the work week based on the following parameters unless otherwise approved:
 - 1) For mandatory training when the employee is given written notice at least fourteen (14) calendar days in advance. Otherwise, the employee may elect to flex their schedule or earn overtime as outlined in [Article 14](#) of the agreement.
 - 2) For court appearances, whenever possible.
 - 3) For regularly scheduled monthly staff meetings.
 - 4) When acting as the Duty Officer, unless the employee or employer finds alternate coverage.
- e) When an employee requests training, they will be required to flex their work schedule, whenever possible.

Section 4 Filling Open Case Loads/Geographic Assignment. In the event a Case Load/Geographic Assignment is open in a functional unit, the Agency will notify employees and consider employee requests prior to assigning.

REV: 2017, 2021

ARTICLE 23 - REIMBURSEMENT FOR PERSONAL PROPERTY DAMAGED OR DESTROYED

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

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

Section 2. The claim shall be investigated by the County Director or designee to substantiate or disprove the facts indicated on the claim. The County Director or designee shall approve or disapprove the claim and instruct the business office to make or not make the payment based on the investigation conducted. The County Director or designee shall notify the employee of the

results of the investigation. When a claim is denied, the reasons for the denial shall be provided to the employee.

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

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

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

ARTICLE 24 - INCLEMENT CONDITIONS

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

Section 2. When the Department of Administrative Services, the Agency Head, or designee chooses to close an office or facility before the start of an employee's work day, one of the following options will be implemented:

- a) The employee will work from home or an alternate work location for at least one half of their regular work day. The balance of the employee's work day will be paid inclement weather/hazardous conditions leave for up to forty (40) hours per biennium, or
- b) If the employee is unable to work remotely they will choose to use accrued vacation hours, compensatory time off, personal business leave, or leave without pay for at least one half of their regular work day. The balance of the employee's work day will be paid inclement weather/hazardous conditions leave not to exceed forty (40) hours per biennium, or
- c) 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.

In the event the forty (40) hours of inclement weather/hazardous conditions leave is used, and there are more closures during the biennium, the employee will choose to use accrued vacation hours, personal business leave, compensatory time off, leave without pay, or with prior Agency approval, temporarily adjust their work hours during the same work week. In such situation when the employee has used forty (40) hours of inclement weather/hazardous conditions leave, the employee may work remotely in lieu of using accrued leave, upon supervisor approval. The Agency shall not suffer any overtime or other penalty payments as a result of the change in schedule.

Employees will not be eligible for inclement weather/hazardous conditions leave when their regular days off occur on a day the Agency closes an office or when the employee is on pre-scheduled leave.

Inclement weather/hazardous conditions leave shall not count as hours worked for the purpose of overtime calculation.

Inclement weather/hazardous conditions leave not used during the biennium will be forfeited and will not carry over into the next biennium, nor is such leave compensable if the employee separates from state service.

Part time employees will receive a prorated amount of inclement weather/hazardous conditions leave when applicable.

Section 3. If notice of closure is not given provided by telephone, television, radio or internet, and the employee reports to their regularly scheduled shift of work, they shall either be assigned work and paid for the full shift of work, or may utilize one (1) of the options in Section 2 of this Article.

REV: 2017, 2021

ARTICLE 25 - SAFETY AND HEALTH

Section 1. The Agency agrees to abide by and maintain in its facilities and work operations standards of safety and health in accordance with the Oregon Safe Employment Act (ORS 654.001 to 654.991).

Section 2. Proper safety devices and clothing shall be provided by the Agency for all employees engaged in work where such devices are necessary. Such equipment, where provided, must be used.

Section 3.

- a) If an employee claims that an assigned job or equipment is unsafe or might unduly endanger the employee's health and, for that reason refuses to do the job, the employee shall immediately give specific reason(s) to the supervisor. The supervisor shall request an immediate determination by the Agency Safety Representative or, if none is available, a safety representative of the Oregon Occupational Safety and Health Division (OR-OSHA), as to whether the job or equipment is safe or unsafe. At the discretion of the Federation, a Federation staff member and/or authorized Federation Representative shall accompany the agency OR-OSHA representative conducting the safety inspection.
- b) Pending determination provided for in this Section, the employee shall be given suitable work elsewhere, if such work is available. If no suitable work is available, the employee shall be sent home.
- c) Time lost by the employee as a result of any refusal to perform work on the grounds that it is unsafe or might unduly endanger the employee's health, shall not be paid for by the Agency unless the employee's claim is upheld.

Section 4. Employees may report specific problems, in writing, regarding safety and health in working with this new equipment to their supervisors. The Agency will investigate such complaints, and where this investigation reveals that legitimate problems exist, the Agency will take steps to remedy these problems. Upon written request to the Agency Head or designee, where concern remains, the Agency is willing to meet with a Federation Representative for further clarification and discussion of the specific safety or health concern.

Section 5. It is agreed that if, in the conduct of official duties, an employee is exposed to serious communicable diseases which would require immunization or testing, as determined by the Public Health Officer in charge, the employee shall be provided immunization against or testing for such communicable disease, without cost to the employee, where immunization will prevent such disease from occurring. The employee shall be granted required time off with pay for the immunization or testing, at a medical facility of the Agency's choosing.

Section 6. If in the conduct of official duties the employee has potential for contact with toxic and harmful substances, the employee will be provided regular medical monitoring as required by Administrative Rule under the Oregon Safe Employment Act at no cost to the employee, and without deduction from accrued sick leave for leave time taken.

ARTICLE 26 - HOLIDAYS

Section 1. The following holidays will be recognized and paid for at the regular straight time rate of pay:

- a) New Year's Day on January 1;
- b) Martin Luther King, Jr.'s Birthday on the third Monday in January;
- c) President's Birthday on the third Monday in February;
- d) Memorial Day on the last Monday in May;
- e) Juneteenth on June 19;
- f) Independence Day on July 4;
- g) Labor Day on the first Monday in September;
- h) Veterans' Day on November 11;
- i) Thanksgiving Day on the fourth Thursday in November and the Friday after Thanksgiving;
- j) Christmas Day on December 25;
- k) Every day appointed by the Governor of the State of Oregon as a holiday and every day appointed by the President of the United States as a day of mourning, rejoicing, or other special observance only when the Governor also appoints that day as a holiday.

Section 2. To be eligible for this pay, such employees must be in pay status at least one-half (1/2) of the last scheduled workday before the holiday and at least one-half (1/2) of the first scheduled workday after the holiday.

Section 3. For all employees who work in positions that are staffed five (5) days a week, Monday through Friday, when a holiday falls on Saturday, the previous Friday shall be recognized as the holiday. When a holiday falls on Sunday, the following Monday shall be recognized as the holiday.

Section 4. Where an employee has been approved to work an alternate work schedule such as a four (4) day, ten (10) hour workweek, the employee shall either adjust their schedule for the week of the holiday or utilize other available paid leave for the balance of the holiday off or avoid accruing Straight Time. The plan for the week of the holiday shall be communicated to the employees' immediate supervisor the week prior to the scheduled holiday.

Section 5. Employees who are required to work on days recognized as holidays which fall within their regular work schedules shall be entitled, in addition to their regular salary, to compensatory time off for the time worked or to be paid in cash for time worked at the discretion of the Agency. Compensatory time off or cash paid for all time worked shall be at the rate of time and one-half (1-1/2). The additional compensation which an employee shall be paid for working on a holiday shall not exceed the rate of time and one-half (1-1/2) of the employee's straight time pay. Any compensatory time earned may be converted to cash payment by the Agency. Holiday benefits shall be prorated for part-time employees.

Section 6. Holidays which occur during vacation or sick leave shall not be charged against such leave.

REV: 2021

ARTICLE 27 - VACATION LEAVE

Section 1. The parties agree that an employee's vacation accrual is an earned benefit to which the employee is entitled. Therefore, at no time shall accrued vacation time be utilized without specific authorization of the employee or contract.

Section 2. Effective July 1, 2023, vacation leave shall be accrued on the appropriate schedule below. Employees who are new to state service may use accrued vacation leave during the first

six (6) months of employment; however, if an employee separates from state service prior to the completion of six (6) months, any accumulated vacation time not utilized will be lost and is not compensable upon separation.

Initial appointment to state service through 5th year	15 work days for each 12 months of service (10 hours per month)
After 5th year through 10th year	18 work days for each 12 months of service (12 hours per month)
After 10th year through 15th year	21 workdays for each 12 months of service (14 hours per month)
After 15 th year through 20 th year	24 workdays for each 12 months of service (16 hours per month)
After 20th year through 25 th year	27 workdays for each 12 months of service (18 hours per month)
After 25 th year	30 workdays each 12 months of service (20 hours per month)

Eight (8) hours of vacation leave shall be accrued by each full time employee if the employee is employed as of July 1 of each year. Employees are not eligible to use vacation leave until they complete six (6) months of State service.

Section 3. Compensation for use of accrued vacation shall be at the employee's prevailing straight time rate of pay.

Section 4. In the event of an employee's death, all monies due the employee for accumulated vacation and salary shall be paid as provided by law.

Section 5. Vacation credits shall continue to be earned while an employee is using paid leave.

Section 6. Service with a jury shall be considered time worked.

Section 7. If an employee has a break in service and that break does not exceed two (2) years, the employee shall be given credit for the time worked prior to the break in service in determining accrual rate.

Section 8. Time spent in actual State service, or on military leave, educational leave, or job-incurred disability, leave without pay shall be considered as time in the State service in determining length of service for vacation accrual rate.

Section 9. Vacation hours may accumulate to a maximum of three hundred fifty (350) hours. However, in the event of layoff, resignation, retirement or termination, any unused vacation up to three hundred (300) hours of vacation will be paid to the employee..

Section 10. Upon reasonable notice to and approval of the Agency, employees shall be permitted to use any portion of, or all of the employees' accrued vacation credits in any segment, except:

- a) That employees shall have their vacation time paid in full when the employees are laid off, terminated, or take educational leave without pay in excess of thirty (30) days;
- b) As provided for set-off of damages or misappropriation of State property or equipment on termination;

- c) To avoid losing vacation, the Agency may schedule the employee who has accrued three hundred fifty (350) hours to take vacation or make a cash payment in lieu of scheduling. Employees who have participated in the annual bidding process by bidding a minimum of one hundred twenty (120) hours and whose vacation accrual will exceed three hundred fifty (350) hours shall have the hours exceeding three hundred fifty (350) scheduled by mutual agreement or paid out at management's option.
- d) An appointing authority may authorize cash payment of forty (40) hours, upon determining that granting of vacation leave is not appropriate. The designated supervisor must document the denial of the vacation leave request. Cash payout for accrued vacation leave must not be granted more than once (1) in each fiscal year.
- e) When an employee notifies the Agency they plan to separate from Agency service within the next two (2) calendar months, and the employee has at the time of such notice more than 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.
- f) If two (2) or more employees request the same period of time and the matter cannot be resolved by agreement of the parties concerned, the employee having the greatest length of State service shall be granted the time; however, seniority may be exercised only once in any calendar year.

Section 11. Employees that transfer within the Agency shall be allowed to transfer all accrued vacation credits.

Section 12. Reimbursement for Cancelled Vacation. Vacation that has been scheduled and approved may not be cancelled by the Agency except in the event of an emergency. When unrecoverable vacation costs are incurred by the employee, the Agency shall pay the unrecoverable deposits; receipts will be required.

Section 11. Vacation Cashout. In addition to Article 27, Section 10 of the Agreement, employees may cash out up to forty (40) hours of accrued vacation hours each State fiscal year under the following conditions:

- a) Employees must have regular status at the time of the request;
- b) Requests must be submitted in writing during the month of March of each year on a form developed and provided by the Agency;
- c) 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;
- d) After cash out, employees must have in their leave balance at least sixty (60) hours of accrued vacation leave hours;
- e) Payment shall be the employee's straight time rate of pay;
- f) 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 28 - SICK LEAVE WITH PAY

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

Section 1. Employees shall accrue eight (8) hours of sick leave for each full month worked. Employees working less than a full month but at least thirty-two (32) hours shall accrue sick leave on a pro rata basis.

Section 2. Temporary employees who are subsequently appointed to permanent positions covered by this Agreement, in the same class in which they were employed as a temporary, without a break in service of fifteen (15) days or more shall be credited with sick leave from their most recent temporary appointment date.

Section 3. Whenever an employee accepts an appointment in another agency of State service covered by this Agreement, the employee's accrued sick leave in the former agency shall be assumed by the new employing agency.

Section 4. Employees who have been separated from the State service and return to a position, except as a temporary, within two (2) years shall have unused sick leave credits accrued during previous employment restored.

Section 5. Actual time worked and all leave with pay, except for educational leave, shall be included in determining the pro rata accrual of sick leave credits each month provided that the employee works thirty-two (32) hours or more that month. Employees shall be eligible to utilize sick leave immediately upon accrual.

Section 6. Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease, attendance upon members of the employee's immediate family (employee's parents, wife, husband, children, brother, sister, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, or another member of the immediate household including the PEBB definition of domestic partners) where employee's presence is required because of illness or death, in the immediate family of the employee, the employee's spouse, or domestic partner. The Agency has the duty to require that the employee make other arrangements, within a reasonable period of time, for the attendance upon children or other persons in the employee's care. Certification of an attending physician or practitioner may be required by the Agency to support the employee's claim for sick leave, if the employee is absent in excess of seven (7) days, or if the Agency has evidence that the employee is abusing sick leave privileges. The Agency may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the Agency has reason to believe that the employee's return to work would be a health hazard to either the employee or to others. Any cost associated with the supplying of a certificate concerning a job-incurred injury or illness that is not covered by Workers' Compensation benefits shall be borne by the Agency.

Section 7. If an employee's sick leave accrual should become exhausted, the employee may, at the employee's option, with management's approval, utilize any vacation, or compensatory time they have accrued.

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

Section 8. Salary paid for a period of sick leave resulting from a condition incurred on the job and also covered by Workers' Compensation, shall, if elected to be used by the employee, be

equal to the difference between the Workers' Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued sick leave.

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

Section 9. Hardship Leave. The Agency will allow employees to make irrevocable donations of accumulated vacation leave to a co-worker who has exhausted accumulated leave while recuperating from an extended illness or injury or attending an immediate family member suffering from illness or injury. Hardship leave donations will be administered under the following stipulations and the terms of this Agreement shall be strictly enforced with no exceptions.

- a) The donor must be a regular employee of the Agency. However, to donate to a specific employee in another Agency, the employee (donor) must submit a written request to the appointing authority/designee. The appointing authority/designee for both the donor's and recipient 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.
- b) The Agency shall not assume any tax liabilities that would otherwise accrue to the employee.
- c) Use of donated leave shall be consistent with the other Sections of this Article.
- d) Applications for hardship leave shall be in writing and sent to the Agency's Personnel Section and accompanied by the treating physician's written statement certifying the illness or injury. Donated leave may be used intermittently.
- e) Accumulated leave includes, but is not limited to, sick, vacation, and compensatory leave accruals.
- f) Donations shall be credited at the recipient's current regular hourly rate of pay. Donees will be allowed to keep forty (40) hours of donated leave for future use after they return to work. All other unused donated leave will be returned to donors per Agency policy.
- g) Employees otherwise eligible for or receiving workers compensation or on parental leave will not be considered eligible to receive donations under this Agreement.
- h) Time spent by the recipient on donated hardship leave shall not count toward completion of the employee's initial trial service period, nor towards salary eligibility dates for a step increase. When the recipient is released to return to duty, the end of the initial trial service and salary eligibility date will be adjusted by the period of the donated hardship leave taken.

Section 10. Paid Leave Oregon . Paid Leave Oregon is administered by the Oregon Employment Department. The State of Oregon, as an Employer, shall comply with the provisions of Paid Leave Oregon, as provided for in the DAS statewide Paid Leave Oregon Policy (60.000.04), including but not limited to the following Section Use of Paid Leave.

Section 1. Employees may choose and will be allowed to use sick, vacation, comp time, or personal business leave to make up any difference between Paid Leave Oregon benefits and their average weekly wage, as determined by the Oregon Employment Department. An employee receiving Paid Leave Oregon benefits and who is protected by Family and Medical Leave or Oregon Family Leave (FMLA/OFLA) will use accrued leave in accordance with any existing contract language relating to FMLA/OFLA.

REV: 2023

ARTICLE 29 - SICK LEAVE WITHOUT PAY

Section 1. After earned sick leave has been exhausted, the Appointing Authority shall grant sick leave without pay for any job-incurred injury or illness for a period which shall terminate upon demand by the employee for reinstatement accompanied by a certificate issued by the duly licensed attending physician that the employee is physically and/or mentally able to perform the duties of the position.

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

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

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

Section 2. In the event of a failure or refusal by an employee on a non-job related sick leave without pay to supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude that employee from the performance of duties, such sick leave may be canceled by registered letter to the last known address. Failure to return to work or supply a certificate within five (5) days of delivery or attempted delivery shall be deemed a resignation.

ARTICLE 30 - FAMILY LEAVE

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

ARTICLE 31 - LEAVES WITH PAY

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

- a) Service with a jury. The employee may keep any money paid by the court for serving on jury.
- b) Appearances before a court, legislative committee, or judicial body as a witness in response to a subpoena or other direction by proper authority for matters relating to the employee's officially assigned duties. The employee may keep any money paid in connection with the appearance.
- c) Taking part without pay in a search and rescue operation at the specific request of any law enforcement agency, the Administrator of the Board of Aeronautics, the United States Forest Service, or any local organization of civil defense, for a period of no more than five (5) working days. Leave with pay shall be granted only when participation in a search and rescue operation is taking place during an employee's regularly scheduled shift.
- d) Other authorized duties in connection with State business.
- e) An employee who has been employed in State service for six (6) months or more, and who is a member of the National Guard or any reserve components of the armed forces of the United States, is entitled to leave of absence from the employee's duties for a period not to exceed fifteen (15) calendar days or eleven (11) working days in any federal fiscal year (October through September).
- f) An employee may be granted educational leave in which the Agency may defray a part or all of the cost, either through allotment or payment of salary. Such leave

shall be granted only when the benefits to be realized by the State will outweigh the cost and inconvenience to the State. Each request for leave must be approved by the Agency Head or designee, who normally shall not approve such leave for more than one (1) year. Vacation leave shall not accrue during an educational leave with pay, the duration of which exceeds fifteen (15) calendar days.

ARTICLE 32 - LEAVE OF ABSENCE WITHOUT PAY

Section 1. Applying for leave of absence without pay will be in writing and submitted to the immediate supervisor.

Section 2. In instances where the work of an Agency shall not be genuinely handicapped by the temporary absence of an employee, the employee shall be granted a leave of absence without pay or educational leave without pay.

Section 3. Time spent on leave without pay in excess of thirty (30) consecutive days shall not be considered as service in determining the employee's eligibility date for a salary increase unless such time has been spent on leave resulting from job-incurred disability.

Section 4. Military Leave. An employee who has received official orders from any Reserve component of the armed forces of the United States shall be given such military leave without pay as may be provided by law.

ARTICLE 33 - PRE-RETIREMENT COUNSELING LEAVE

At any time after reaching forty (40) years of age and within ten (10) years of the employee's chosen retirement date, each employee shall be granted up to twenty-eight (28) hours leave with pay to pursue bona fide pre-retirement counseling programs. Employees shall request the use of leave provided in this Article at least seven (7) days prior to the intended date of use.

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

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

REV: 2017,2019

ARTICLE 35 - PROMOTIONS/ADVANCEMENT

Section 1. The Agency desires to give all the bargaining unit employees an opportunity to fill bargaining unit vacancies. To that end, the Agency intends to ensure, subject to the requirements of Affirmative Action and Equal Employment Opportunity, that all bargaining unit employees may apply and be considered for all vacancies in the bargaining units covered by the terms of this Agreement and for which, in the judgment of the Agency, the employee is qualified. The Agency will determine the method of selection and determine the individuals to fill a vacancy.

Section 2. The employee is responsible for preparation for advancement and qualification for promotion within the Agency.

Section 3. Employees will be notified of all the bargaining unit vacancies covered by the terms of this Agreement, which the Agency intends to fill by posting a list of such vacancies on designated bulletin boards as agreed to by the Agency and the Federation at each of the Agencies/Institutions. This posting will be for a minimum of five (5) days in order to give employees an opportunity to apply for the vacant positions.

Section 4. Transfers. Voluntary transfers between counties will be handled in a manner consistent with the Department of Corrections policies.

ARTICLE 36 - TRIAL SERVICE

Section 1. Each employee appointed to a position in the bargaining unit shall serve a trial service period. Trial service may be extended when a trial service employee has been on cumulative leave without pay for at least fifteen (15) days or upon mutual agreement between management and the Federation. Time spent on donated hardship leave shall not count toward completion of trial service. The trial service date will be adjusted only by the number of days the employee was on such leave.

Section 2. Trial Service Time. The trial service period is for a period of eighteen (18) months and is an extension of the selection process and is the time immediately following appointment to a position in the bargaining unit. Subject to Section 1, a newly hired employee that possesses a valid Oregon DPSST certification as a Parole and Probation Officer shall serve a twelve (12) month trial service period.

Section 3. Initial trial service employees may be removed from service when, in the judgment of the Agency, the employee does not demonstrate the competence and/or fitness for the position. Such removals under this Article are not subject to appeal or the grievance procedure.

Section 4. A regular status employee serving a promotional trial service, other than initial trial service, who is removed from their position while in promotional trial service shall be reinstated to the employee's former position providing the employee was a regular employee in another position in a FOPPO bargaining unit immediately prior to the appointment, and provided the employee has not been charged under ORS 240.555 or subject to the predissmissal process.

REV: 2019

ARTICLE 37 - TRAINING/EDUCATION

Section 1. Training.

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

Section 2. Developmental Opportunities. The Agency may provide developmental assignments and job rotation assignments by written agreement with employees who volunteer, with notification to the Federation. Employees volunteering for these assignments retain their permanent position classifications, remain on the Agency payroll, retain the representation (FOPPO) status of their permanent positions while on the assignment, and return to their permanent positions on completion of the assignment. Employees participating in developmental and job rotation assignments will continue to receive compensation at the rate of their permanent position and shall continue to accrue rights and benefits related to their permanent position.

Section 3. Employees may be granted time off with pay to take job-related educational courses or training sessions.

ARTICLE 38 - JOB SHARING

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

Section 2. Job sharing is a voluntary program. Any employee who wishes to participate in job sharing may submit a written request to the Functional Unit Manager to be considered for job share positions. The Functional Unit Manager shall determine if job sharing is appropriate for a specific position and will recruit and select employees for job share positions. Where the Functional Unit Manager determines job sharing is appropriate, the management agrees to provide written notification to all job share applicants of available job share positions in their office in the Agency.

Section 3. Job share employees shall accrue vacation leave, sick leave and holiday pay based on a pro rate of hours worked in a month during which the employee has worked thirty-two (32) hours or more. Individual salary review dates will be established for job share employees.

Section 4. Job sharing employees shall be entitled to share the full Agency paid insurance benefits for one (1) full-time position based on a pro rate of regular hours scheduled per week or per month whatever is appropriate. In any event, the Agency contribution for insurance benefits in a job share position is limited to the amount authorized for one (1) full-time employee. Each job share employee shall have the right to pay the difference between the Agency paid insurance benefits and the full premium amount through payroll deduction.

Section 5. For purpose of layoff, individuals filling a job share position which totals a full-time equivalent shall be considered as part-time employees at the time the position has been affected by a layoff.

Section 6. If a vacancy exists and if the Functional Unit Manager determines that job sharing is not appropriate for the position or if the Functional Unit Manager is unable to recruit qualified employees for the job share position, the remaining employee shall have the right to assume the position on a full-time basis. Upon approval of the Functional Unit Manager, the remaining employee may elect to transfer to a vacant part-time position in the same classification or to voluntarily demote. If the above conditions are not available or acceptable, the employee agrees to resign.

ARTICLE 39 - LAYOFF PROCEDURE

Section 1.

- a) When the Agency believes that a lack of funds requires a layoff, the Agency will notify the Federation 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 Federation, 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 Federation. In the absence of any mutual agreement, the Agency will implement layoff procedures consistent with the current applicable agreement.
- b) Agency and Federation 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.

Section 2. A layoff is defined as a separation from service for involuntary reasons not reflecting discredit on an employee. An employee shall be given written notice of a pending layoff at least fifteen (15) days before the effective date stating the reason for the layoff.

Section 3. Prior to a layoff, service credits shall be calculated for all full-time and part-time employees (including job share), on one (1) list.

Section 4. The classification and functional unit to be affected by any particular layoff shall be identified by the Agency at the time the layoff is declared. Order of layoff within the designated classification and functional unit shall be determined by the lowest service credit from the list in Section 3.

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

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

Section 5. Service Credit. Seniority is defined as total length of continuous service as an Adult Parole and Probation Officer within the Functional Unit. For the purposes of this article Functional unit is defined as a County within the State of Oregon. One (1) service point shall be allowed for each full month of unbroken service, prorated for part time employees (including job share). A new employee shall be placed on the seniority list and given seniority ratings as of the first day the employee was hired by the Agency.

Seniority shall be forfeited if an employee retires or has a break in service from the Agency of more than one hundred eighty (180) calendar days, other than layoff, or fails to respond within five (5) consecutive work days after receiving notice by registered letter mailed to the last address on the Agency's records, unless prevented from responding by conditions beyond the employee's control. A break in service is a separation or interruption of employment without pay of more than one hundred eighty (180) calendar days.

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

Section 6. Options in Lieu of Layoff. Any employee who is given notice of layoff may file a written request to exercise an option in lieu of layoff with the Appointing Authority within five (5) work days of receipt of such notice. The employee's options shall be as follows:

- a. Any employee notified of layoff may opt to displace the least service credit person in the functional unit in the same classification provided the employee can perform the specific requirements of the position within approximately two (2) weeks. Time may be extended by mutual agreement.

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

Section 7. Layoff List. A layoff list shall be a list of employees by classification and functional unit who are laid off. Such lists are maintained in inverse order of layoff for the functional unit. Recall shall be from the list, one (1) name at a time, to the vacancy in the classification and within the functional unit from which the employee was laid off provided the employee can perform the specific requirements of the position within approximately two (2) weeks. No new employees may be hired within any county until all employees on the layoff list in that class have been offered reemployment. Names shall be maintained on the appropriate layoff list(s) for two (2) years from the effective date of layoff.

Section 8. Unclassified, exempt and management service employees shall be restored into classified service pursuant to ORS 240.570. If a reduction in force is required in connection with this return it will be accomplished through this Article. Seniority for the purposes of restoration shall be all time served in classified service. For any subsequent reductions in force following this restoration, Section 4 seniority will apply. There shall be no cross-bumping between management service and the bargaining unit.

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

- a) Douglas County
- b) Linn County

Section 10. Temporary Interruption of Employment. When work is not available due to a temporary situation beyond the Agency's control, employees in the affected work unit may have their employment temporarily interrupted for up to fifteen (15) calendar days without this being considered a formal layoff under this Article. Temporary workload fluctuations will not be considered as justification for invoking this provision.

Should such a temporary interruption of employment occur, employees so affected will be allowed to use any form of accrued paid leave including vacation, compensatory time off, or personal leave or will be placed on leave without pay where the affected employee(s) have insufficient compensatory time to cover the period of interruption.

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

REV: 2021,2023

ARTICLE 40 - REVIEW OF CLASSIFICATION SERIES

Section 1. It is agreed and understood that procedures for establishing new proposed classifications and for material revision of existing classifications will provide reasonable opportunity for review and input by the Federation prior to implementation.

Section 2. The parties shall negotiate the salary range for new and materially revised classifications. Negotiations for the establishment of new salary ranges for such new or revised classification shall commence no later than thirty (30) days after the initial receipt by the Federation of the new or revised class specifications.

Section 3. Implementation of a salary adjustment or rate change agreed upon in the salary negotiations shall be effective the first of the month following legislative approval of the negotiated salary, unless otherwise specified in the negotiated agreement.

Section 4. The Federation may recommend classification studies to be conducted by the Department of Administrative Services, Human Resources Services Division including the reasons for the need for such studies.

Section 5. An appeal may be filed by an individual employee or a Federation Council Representative on behalf of the employee, to the Agency's Human Resource Office within fifteen (15) calendar days of written notification by the Agency of placement into the new classification. Employees sharing the same or substantially similar position descriptions or employees the Agency agrees to treat as a group may file an appeal as a group. The initial filing should describe the individual or group, including the names of affected employees, identify the proposed placement, and the current signed position descriptions. Because the old classifications are to be abolished, correct placement cannot be back to a prior classification.

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

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

Section 6. If denied, the Federation may appeal the Agency's decision in writing to the Department of Administrative Services Labor Relations Unit within fifteen (15) calendar days of receipt of the written denial. The appeal will be considered by the Employer designee (or an alternate) and the Federation designee (or an alternate) who shall form the committee charges with responsibility to consider appeals and make decisions which maintain the integrity of the classification system by correctly applying the classification specifications. Additionally, the committee may utilize two recourse persons, one designated by each party, to provide technical expertise concerning a specific series. The committee will attempt to resolve the matter jointly determining whether the current or proposed classification more accurately depicts the overall assigned duties, authorities and responsibilities of the position using the criteria specified above.

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

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

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

Section 7. The decision of the designees shall be binding on the parties. However, the Agency may elect to remove/modify duties at any point during the process.

Section 8. If the appeals committee cannot make a decision, the Federation may request final and binding arbitration by a written notice to the Labor Relations Unit within the next forty-five (45) calendar day period. Each party may go forward with only one (1) classification. Each party may choose to take to arbitration either the current classification, class appealed to, or an alternate classification identified by a committee member. The arbitrator shall allow the decision of the

Agency to stand unless they conclude that the proposed classification more accurately depicts the overall assigned duties, authority and responsibilities of the position.

Section 9. Where a position is vacated after the filing of the initial appeal, the Federation may continue the appeal process and such appeals will be reviewed by the committee only after the review of all filled position appeals is completed and where the Agency indicates that no changes in duties is anticipated prior to refilling the position.

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

ARTICLE 41 - RECLASSIFICATION PROCEDURE

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

Section 1. The Agency shall furnish Class Specifications at the request of the Federation or employee.

Section 2. The employee will submit a completed official Position Description form and written explanation for a proposed reclassification request to the Agency Personnel Officer and a copy mailed to the Federation.

Section 3. The Agency shall conduct a classification audit and review the merits of the request. Within thirty (30) days after receipt of reclassification request the Agency shall notify the Federation of its decision. The Federation shall have an opportunity, before the thirty (30) days decision date, to meet with the Agency to present arguments and recommendations where there are objections to the proposed reclassification. The parties may extend the time limits by mutual, written agreement in those instances where the review process or other extenuating circumstances require additional time for analysis.

Section 4. Any employee who is involuntarily reclassified or any employee whose reclassification request is denied may take the matter up as a grievance under Article 5, Grievance and Arbitration, of this Agreement.

Section 5. Should the duties of the position support the proposed reclassification, the Agency shall make the determination whether to seek legislative approval for reclassification or remove the duties. If a reclassification request, as approved, does not receive the necessary legislative approval required by ORS 291.371, the Agency shall immediately change the duties of the employee to conform to the prior classification.

Section 6. The effective date of a reclassification implemented under this Article shall be the first of the month following the month in which the reclassification request was received by the Agency.

Section 7. Any incumbent who has successfully performed for three (3) months the duties of the position reclassified shall be continued in the position.

Section 8. Any employee reclassified downward will move into the new range at the step that is nearest the employee's current rate. The employee's anniversary date shall remain the same. If the employee's rate is above the highest step in the lower range, the employee shall receive no reduction in pay. Similarly, such employee shall not receive future salary adjustments until such time as the new range encompasses the employee's salary. At this time, the employee shall have a salary adjustment to the nearest step in the range. The employee shall also be placed on the Layoff List for the previously-held classification.

Section 9. Reclassification Upward. Any employee reclassified upward shall move into the new range at the closest step that is higher than the employee's current rate. Anniversary date for future step increases shall be established as the first of the month following the date the employee's request was received.

Section 10. Denied Reclassification/Involuntary Reclassification Appeal Process.

Agency Appeal: If an employee's requested reclassification is denied or the Agency reclassifies an employee's position, the Federation 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 Federation's appeal.

Committee Appeal: If the Agency denies an employee's reclassification request or if the Agency reclassifies an employee's position, the Federation may appeal the decision to the Employer/Federation 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 Federation and employee shall have one (1) opportunity to address the committee.

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

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

Arbitration: If there is no resolution, the Federation may request arbitration in writing within fifteen (15) calendar days from the date of receipt of the Committee's final written decision. The Federation'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:

- a) the purpose of the position shall be determined by the statement of purpose and assigned duties of the position description and other relevant evidence of duties assigned by the Agency;
- b) the concept of the proposed classification shall be determined by the general description and distinguishing features of its class specifications; and
- c) the overall duties, authority and responsibilities of the position shall be determined by the position description and other relevant evidence of duties assigned by the Agency.

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

ARTICLE 42 - EMPLOYEE RIGHTS

Section 1. Off duty activities of employees will not subject them to disciplinary action by the Agency unless such activities are illegal or a conflict of interest with the employees' duties or the mission of the Agency.

Section 2. Employees who are the subject of a formal Agency complaint or investigation shall be assured the following rights:

- a) The employee shall not be deprived of any of the employee's constitutional or civil rights guaranteed by the federal and State Constitutions and Laws.
- b) At least twenty-four (24) hours prior to any interview with the employee where the Employer may impose a written reprimand, economic sanction, such as suspension, salary reduction, demotion, or dismissal upon the employee as a result of the underlying incident, the employee and Federation representative will be provided written notice of the nature of the investigation and of facts reasonably sufficient to inform the employee of the circumstances surrounding the allegations under investigation known at the time and informed of and afforded the opportunity to consult with a Federation representative.
- c) Such interview shall normally occur during employee paid time.
- d) If the employee is required to respond to a formal complaint or charge, the employee shall have the right to counsel and/or Federation representation prior to and/or during the interview.
- e) The employee shall not be required to take or be subjected to any lie detector device as a condition of continued employment.

- f) Formal complaints or charges made to an employee which are not verified or proven shall not be recorded and placed in the employee's personnel file or used in any subsequent performance evaluation.
- g) The employee shall be notified verbally or in writing of the outcome of a formal investigation within fourteen (14) days after the completion of the investigation.

Section 3. The Agency shall comply with all safeguards outlined in the Public Safety Officer Bill of Rights, ORS 236.360.

Section 4. In the case of a pre-termination or pre-disciplinary (economic) due process hearing, the Employer shall provide the employee who has completed initial trial service and the employee's Federation representative a fourteen (14)-day notice, except the fourteen (14)-day notice may be waived by mutual agreement between the Federation and the Employer. Concurrent with the notification of the hearing, the Employer shall provide copies of all transcripts, tapes, files, and other materials on which the Employer is basing the discipline. Any confidentiality issues regarding this documentation shall be settled prior to the notification. The Federation will make every effort to make one (1) comprehensive request for any items it believes is necessary for purposes of representation.

Section 5. An employee involved in a deadly use of force incident that results in the serious physical injury and/or death of another person, shall not be subject to an Agency interview until the employee has had an opportunity to consult with counsel, if so desired. The Agency interview shall occur after a reasonable period of time; but no sooner than forty-eight (48) hours from the incident, considering time to prepare and the emotional and physical state of the employee.

Section 6. To the extent that there are security cameras in DOC Parole and Probation facilities, the Parties agree to the following:

- 1. Facility Security Camera footage will not be used in the investigation of any employees without valid cause.

REV: 2017, 2021, 2023

ARTICLE 43 - LIMITED DURATION APPOINTMENT

Section 1. Persons may be hired for special studies or projects of uncertain or limited duration which are subject to the continuation of a grant, contract, award, or legislative funding for a specific project. Such appointments shall be for a stated period not exceeding two (2) years, except extended by legislative or Emergency Board action. Such appointment shall expire upon termination of the special study or projects.

Section 2.

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

Section 3. A person accepting such appointment shall be notified of the conditions of the appointment and acknowledge in writing that they accept that appointment under these conditions. Such notification shall include the following:

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

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

ARTICLE 44 - PERSONNEL FILES

Section 1. An employee shall be provided with a copy of any report, correspondence or document of an adverse nature entered into the employee's agency personnel file. An employee's signature on any adverse report, correspondence or document shall not be construed to mean that the employee agrees with the content.

Section 2. Any agency file maintained by the Agency regarding an employee may be inspected by the employee, or any other employee with the written permission of the affected employee. No material of an adverse nature may be used against an employee unless the employee has viewed and signed the material or where the employee has refused to sign, the material has been annotated or witnessed that the employee refused to sign.

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

Section 4. An employee's supervisor may maintain a working file kept in accordance with Agency practice. Within five (5) business days from the date of an employee request, an employee may inspect their supervisor's working file in their supervisor's presence. Employees will not remove any material from the file. If any material reflecting critically or adversely on an employee is proven to be materially incorrect, it shall be removed from the personnel file. If the file cannot be made available due to the supervisor's absence, an extension of up to ten (10) business days will be granted. Upon request, the employee shall be given a copy of any document in the working file. An employee may submit a written statement to be attached to any document in the file and such statement will remain attached so long as the document remains in the file. Documents of an adverse nature will be removed from the file no later than twelve (12) months from the date of the document so long as no recurrence of a similar nature has taken place in the intervening period. An employee may request early removal of any adverse document in the file and it may be removed upon mutual agreement between the supervisor and the employee.

REV: 2019

ARTICLE 45 - DISCIPLINE AND DISCHARGE

Section 1. The principles of progressive discipline shall be used when appropriate. No employee who has completed the initial trial service period shall be disciplined or dismissed without just cause.

Section 2.

- a) **Dismissal Appeals.** The dismissal (and pre-dismissal suspension without pay) of a regular status employee may be appealed by the Federation directly to the Labor Relations Unit for binding arbitration. The appeal must state the reasons for the appeal and be submitted to the Labor Relations Unit, in writing, within ten (10) calendar days from the effective date of the dismissal.
- b) **Reduction, Suspension and Demotion Appeals.** An employee reduced in pay, demoted, or suspended shall receive written notice of the discipline with the specific charges and facts supporting the discipline.

Section 3. In the event of reduction in pay, dismissal, suspension, demotion, or written reprimand, a written statement shall be given to the employee and the Federation at the time

action is taken. In the event it is necessary to immediately remove the employee from the premises, the written statement shall be provided within forty-eight (48) hours of the removal. The written statement shall include the complaint against the employee and the facts upon which the Agency relies in support of the complaint.

Section 4. A pre- disciplinary investigation shall be conducted with regard to a regular status employee against whom a charge is presented which potentially justifies discipline above a written reprimand. The Appointing Authority or designee shall provide notification to such an employee and to the Federation of the following: that potential cause for employee's discipline has arisen; the known complaints, facts, and charges; and that the employee will be afforded the opportunity to refute such charges or present mitigating circumstances at an informal meeting at a time and date set forth in the notice. Such notification shall include a copy of this Article. The employee may be suspended in accordance with current practice or be allowed to continue work during the period of investigation. The Appointing Authority will normally issue a final decision within twenty-one (21) calendar days after the meeting, or will notify the employee and the Federation within that time when the decision can be expected. Extensions requested by the employee or the Federation shall not count against the twenty-one (21) days.

Section 5. Upon the request of any employee who is called to an investigatory meeting or a meeting which may result in discipline being imposed upon the employee, the employee shall be entitled to the presence of a Federation Representative. Should an employee be demoted or discharged by the Agency, a Federation Representative will be made aware of the action and allowed to be present prior to the Agency talking to the employee. Should the employee not desire Federation representation at the meeting, the employee may request the Federation Representative leave prior to the start of the meeting.

Section 6. A Federation Representative shall have the right to discuss with appropriate management staff any disciplinary action imposed, at the affected employee's written request, with or without the employee's presence.

REV: 2021

ARTICLE 46 - GRIEVANCE AND ARBITRATION

Section 1. Grievances are defined as acts, omissions, applications or interpretations alleged to be violations of the terms and conditions of this Agreement. Grievances shall be reduced to writing and submitted on the FOPPO Grievance Form. Employees shall meet with the immediate supervisor informally. If such problems cannot be resolved, the employee may avail themselves of the following procedure. A grievance shall not be expanded upon after Step 3 of the grievance procedure.

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

- **Step 1.** Employee, with or without Federation representation will file a written grievance within thirty (30) calendar days from the date of the alleged violation of the agreement with their Functional Unit Manager (Local State Director). The Functional Unit Manager shall respond in writing within thirty (30) calendar days from the date of the grievance being received.
- **Step 2.** If the grievance is not resolved at Step 1, the Federation may appeal the grievance in writing to the designated appointing authority or designee within fifteen (15) calendar days from the date of receipt of the Step 1 response. The appointing authority or designee shall respond in writing within thirty (30) calendar days from the date of receipt of the grievance.

- **Step 3.** If the grievance is not resolved at Step 2, the Federation may appeal the grievance in writing to the Agency's Labor Relations Administrator or designee within fifteen (15) calendar days of receipt of the appointing authority's response. The Labor Relations Administrator or designee shall respond in writing within twenty-one (21) calendar days of receipt of the appeal.
- **Step 4.** If the grievance is not resolved at Step 3, the Federation may appeal the grievance in writing to the Department of Administrative Services Labor Relations Unit within fifteen (15) calendar days from the date of receipt of the Step 3 response. The Labor Relations Unit shall respond in writing within thirty (30) calendar days from the date of receipt of the appeal.
- **Step 5.**
 - a) If the grievance is not resolved at Step 4, the Federation may, within fifteen (15) calendar days from receipt of the Step 4 response, request arbitration of the grievance by providing notice by electronic mail to the Department of Administrative Services, Labor Relations Unit email address (LRU@das.oregon.gov). The Federation will also request from the Employment Relations Board the names of seven (7) qualified arbitrators. Such notice to the Board shall identify the specific grievance by employee A copy of this notice shall be sent to the Department of Administrative Services Labor Relations Unit.
 - b) The parties shall alternately strike names with the moving party striking first, from the Employment Relations Board list, one (1) name at a time until only one (1) name remains on the list. The name remaining on the list shall be accepted by the parties as the arbitrator, and arbitration hearings shall commence at such time and place mutually agreed to by the parties.

Section 3. The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby. The parties do not waive any right of review provided by law. The arbitrator shall have no authority to add to or subtract from or change any of the terms of the Agreement, except for salaries on new classifications. The arbitrator's award shall be due to the parties within thirty (30) days of the close of the hearing.

Section 4. The arbitrator's fees and expenses shall be paid by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

Section 5. Time limits specified in this procedure must be observed unless either party requests a specific extension of time which, if agreed to, shall be stipulated in writing and shall become part of the grievance record. If management fails to issue a response within the time limits set forth in this Article, the grievance may be advanced to the next step of the grievance procedure.

Section 6.

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

REV: 2019, 2021

ARTICLE 47 - GENERAL PROVISIONS

Section 1. Withdrawal of Resignation. An employee who has given notice of resignation has up to twenty-four (24) clock hours during which to rescind the resignation.

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

ARTICLE 48 - STRESS/CAREER COUNSELING

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

Section 2. Such leave shall be charged against any accumulated time the employee has earned; however, where an employee is receiving compensation through Workers' Compensation or other victim compensation relief, such charges will be on a pro rata basis not to exceed the employee's regular salary (except staff assaults as defined in Article 28, Section 8).

Section 3. Where an employee who has established a good work record develops improper work habits or excessive absenteeism, which may be evidence of job stress, the Agency shall attempt to establish the reasons behind the employee's poor work habits and shall counsel with the employee in an attempt to aid the employee in developing a program to begin improving those habits. Any admissions of the employee of wrong doing, which are brought out during such counseling sessions, shall not later be used against the employee in any subsequent disciplinary procedure unless otherwise proven. The Agency shall post and keep current all available educational programs, seminars, and workshops relating to stress management.

REV: 2017

ARTICLE 49 - EQUIPMENT

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

- a) Flashlights
- b) Latex gloves and glove holder
- c) Chemical agent and carrying case
- d) Body Armor custom fit for each employee that complies with the appropriate threat level, as determined by management. Replacement body armor shall be ordered at least ninety (90) days before expiration.
- e) Badge and clip on badge holder
- f) Badge and wallet badge holder
- g) Two (2) pair of handcuffs and carrying cases
- h) Portable radio with microphone and holder
- i) Duty belt
- j) Cell phone, holder and battery charger.
- k) Collapsible search tool and holder.
- l) Laptop with cellular capability.

Section 2. The Agency shall issue the following equipment to State vehicles and shall replace State vehicles with mid-size to large SUVs as they are due for replacement. However, such replacements must conform to State direction/policies on vehicle acquisition:

- a) Two-way radio for field cars
- b) First Aid supplies
- c) Belly chains and leg iron restraints
- d) Sharps containers
- e) Plexiglass cages if requested by employee(s) assigned to vehicle

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

- a) One (1) Agency approved firearm
- b) Firearm holster
- c) Magazines and magazine holders

- d) Duty ammunition
- e) Training ammunition for Agency sponsored training
- f) Gun cleaning supplies
- g) Hearing protection for the range

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

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

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

When replacement equipment is needed, staff may request replacement equipment from their immediate supervisor. If the supervisor determines that replacement is warranted, it will be replaced as soon as possible.

Section 6. Equipment provided by the Agency shall remain the property of the Agency and shall be returned to the Agency upon termination of employment. A retiring officer with at least fifteen (15) years of service with the bargaining unit may purchase their duty firearm at an Agency determined fair market value. The Agency will provide all honorably retired officers with a retiree identification card and retiree badge.

Section 7. Employees shall receive reimbursement for up to one hundred and seventy-five dollars (\$175) per biennium in receipted costs for black leather rounded toe boots that meet all Agency requirements. The Agency will provide two (2) jackets, upon hire, in consultation with the employee, to wear with body armor. Replacement jackets may be provided at the Agency's sole discretion.

Section 8. Off Duty Carry.

- a) The carrying of department issued firearms by Parole and Probation Officers while off duty is permitted as authorized by the Assistant Director of Community Corrections but may be rescinded should circumstances dictate, (i.e. administrative leave). Employees may carry a State owned handgun while off duty, pursuant to the policy and procedures.
- b) Employees shall not be considered to be on call or in standby status if they carry a State owned handgun during off duty hours and will not be compensated for carrying their State owned handgun when off duty.

Section 9. Agency Provided Clothing.

Employees may choose, and the Agency will provide a combination of up to five (5) items of Agency clothing (Polo, moisture wicking shirts, fitted BDUs) plus a cap or beanie per biennium to wear when performing field work or to wear under body armor. This clothing shall be ordered by January 1st of every even numbered year.

REV: 2017,2019, 2021, 2023

ARTICLE 50 - BEREAVEMENT LEAVE

1. Notwithstanding the hardship or sick leave eligibility criteria in 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.
2. For employees that qualify for OFLA bereavement leave, paid bereavement leave under this agreement shall run concurrently with bereavement leave.
3. After OFLA eligible leave for bereavement leave 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 employee's spouse.
4. 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.
5. 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);
 - * siblings;
 - * grandparents;
 - * 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.

REV: 2019

ARTICLE 51 – WORKPLACE INJURY/ILLNESS

Section 1. Workers' Compensation Payment.

Sick leave resulting from a condition incurred on the job and also covered by Workers' Compensation, shall, if elected to be used by the employee, be used to equal the difference between the Workers' Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued sick leave. Should an employee who has exhausted earned sick leave elect to use accrued leave during a period in which Workers' Compensation is being received, the salary paid for such period shall be equal to the difference between the Worker's Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued sick leave.

No employee shall be required to utilize leave while receiving time loss benefits.

Section 2. Staff Assault Leave.

- a) In the event that a staff person is assaulted by an offender or other person and injured as a result of that assault, while in the regular course of performing their duties, the Agency will pay up to three (3) days administrative leave for the employee, under the following conditions:
 - 1) The employee seeks medical treatment within forty-eight (48) hours of being injured.

- 2) The employee applies for and is approved for Workers' Compensation. The claim must be for a period of fewer than fourteen (14) days.
 - 3) The employee's attending physician certifies that the employee cannot work. Should the employee's claim be denied, or if the SAIF claim is approved and the employee receives time loss payments for a period of time that lasts fourteen (14) or more days, then the Agency shall recoup those monies if already paid.
- b) In the event a staff person is assaulted by an offender or other person seriously injured as a result of that assault, while in the regular course of performing their duties and the employee's attending physician certifies that the employee cannot perform their regular or modified work, the DOC Director or designee, shall approve the employee to receive supplemental pay. Such supplemental pay is the difference between the Workers' Compensation benefit for lost time and the employee's regular salary rate and shall be paid for the first thirty (30) days of leave.

The DOC Director or designee at their discretion, may continue approving the employee to receive the supplemental pay described above, for the next one hundred fifty (150) days. After the first one hundred eighty (180) calendar days of such time loss in any rolling twelve (12) month period, the supplemental pay shall end and the employee shall have the option of sick leave according to Section 1 of this Article. Time loss resulting from stress related disabilities are not eligible for the supplemental benefit. When the time loss exceeds thirty (30) calendar days, the Department may require the employee be evaluated by the Department's independent physician to assess the ongoing need for time off work.

Section 3. First Aid/Medical Treatment.

If an employee is injured while at work performing assigned duties and such injury/illness requires immediate medical treatment, the employee will not be required to use accrued sick leave while obtaining medical treatment, so long as the employee is able to return to work and complete their assigned shift once medical treatment is completed.

Section 4. Reports.

Upon request, the Agency will provide a report to the joint labor management committee of all workplace injuries.

REV: 2017

ARTICLE 52 – WORKING REMOTELY

Section 1. The Agency will allow employees to work remotely in accordance with Article 24 – Inclement Conditions and may, in rare situations, allow employees to work remotely, on a case by case basis, as approved by the supervisor.

NEW: 2021

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LETTER OF AGREEMENT – Pay Equity

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

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

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

The Parties agree to the following:

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

Head (or designee) within fifteen (15) days of receipt of the Agency's decision. The Agency shall respond to the appeal within thirty (30) days of receipt of the appeal. The appeal must be based on one (1) or more of the factors listed in ORS 652.220(2) and the compensation of other employees performing work of a comparable character.

- b. If the employee disagrees with the Agency's decision, the employee may submit a written appeal to the Department of Administrative Services Labor Relations Unit (LRU) fifteen (15) calendar days of receipt of the Agency's decision. The employee shall forward all written documents as part of the appeal. The employee shall identify what factors, as outlined above, the Agency did not properly consider. The Department of Administrative Services Labor Relations Unit (LRU) shall respond to the appeal in writing within thirty (30) calendar days.
- c. Pay equity appeals are not subject to arbitration. However, nothing in this Agreement precludes the employee from submitting a claim to the Bureau of Labor and Industries (BOLI) in accordance with BOLI's administrative rules or pursue other legal recourse. The timelines for filing with BOLI or pursuing other legal recourse apply regardless of whether the employee appeals the decision under this Section.
- d. For purposes of this Agreement only, the appeal process in this Agreement replaces the grievance procedure outlined in the applicable labor agreement covering the employee.
- e. The Employer and Federation may agree to extensions of time in this Agreement upon mutual agreement in writing.

10. Appeal Procedure – DAS Statewide Equal Pay Analysis Decisions

- a. An employee may appeal the Employer's decision concerning the employee's salary that resulted from a statewide equal pay analysis. The appeal must be based on one (1) or more of the factors listed in ORS 652.220(2) and the compensation of their employees performing work of a comparable character.
- b. An appeal of the Employer's equal pay analysis decision may be filed by sending a completed DAS Pay Equity Appeal Form via electronic mail to CHRO.CNC@Oregon.gov no later than fifteen (15) calendar days from the date the employee receives notification of the equal pay analysis results. The Employer shall make a good faith effort to respond with a decision regarding the employee's appeal within one hundred and twenty (120) calendar days..
- c. The timelines for filing with BOLI or pursuing other legal recourse apply regardless of whether the employee appeals the Employer's decision under this Section.
- d. Pay adjustments made as a result of accepted appeals shall be made retroactively to January 1, 2025.
- e. To be eligible to file an appeal of the DAS statewide equal pay analysis decision an employee must have been employed by a state executive branch agency as of July 1, 2024. Employees who do not meet these eligibility requirements may pursue an appeal through Section 4 of this Agreement.
- f. Employees at the top step of the salary range assigned to their job classification on or before January 1, 2025 are not eligible to file an appeal.
- g. The Employer shall notify an employee of the outcome of the employee's appeal.

- h. If the employee disagrees with the Employer's response, the employee may submit a claim to the Bureau of Labor and Industries (BOLI) or pursue other legal recourse. Pay equity appeals are not subject to arbitration.
 - i. For purposes of this Agreement only, the appeal procedure in this Agreement replaces the grievance procedure outlined in the applicable labor agreement covering the employee.
- 11. This Agreement becomes effective on the date of the last signature below and expires June 30, 2025.

LETTER OF AGREEMENT –Fitness Pilot Program

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Department of Corrections (Agency) and FOPPO .

The purpose of this Letter of Agreement is to continue a fitness program to increase physical fitness amongst employees, thereby improving overall health and reducing risk of injury and associated costs.

Section 1. Fitness Facilities and Breaks.

Employees are normally provided an unpaid lunch break of thirty (30) minutes or one (1) hour per day to be taken approximately mid-point in their workday, and two (2) paid fifteen (15) minute breaks to be taken within the first and last half of their workday.

- A. Douglas County: Douglas County Parole and Probation Officers may combine their unpaid meal period with either or both of their regular paid fifteen (15) minute rest breaks for the purpose of utilizing the Agency fitness facilities, or exercising outdoors, during the workday. Such fitness break may be taken at any point in the workday subject to the operational needs of the Agency.
- B. Linn County: Linn County Parole and Probation Officers must either use a fitness facility within two and a half (2.5) miles of the Parole and Probation Office, or exercise outdoors. Use of home gyms is not permitted. Such fitness break may be taken at any point in the workday subject to the operational needs of the Agency.

Section 2. Work Hour Adjustments.

Parole and Probation Officers may adjust their daily hours of work to create an extended unpaid break for the purpose of utilizing fitness facilities or exercising outdoors. Work schedule adjustments to use fitness facilities or exercise outdoors during business hours (8 am – 12 pm, 1 pm – 5:30 pm) are subject to management approval to ensure that it does not negatively impact Agency operations. Such adjustment shall not result in any overtime liability to the Agency.

Section 3. Fitness Measures.

To ensure accountability, participating employees agree to track their fitness. Acceptable tracking includes:

- Gym sign-in; or
- Fitness application or program –
Such fitness application tracking must minimally include: activity type and duration. Employees shall provide management a copy of their fitness tracking monthly. Employees may voluntarily provide additional fitness metrics such as weight/inches lost or specific fitness improvement metrics.

This Letter of Agreement will expire on June 30, 2025 unless renewed by the Parties.

LETTER OF AGREEMENT – Natural Disaster Leave

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Department of Corrections (Agency) and Federation of Parole and Probation Officer (Association).

This Letter of Agreement shall supersede any conflicting provisions in the collective bargaining agreements for the duration of the Letter of Agreement.

We recognize that state of Oregon employees provide essential services and benefits to Oregonians every day. Their work is often the last or only option for support when Oregonians are faced with an emergency.

1. An employee who, due to a natural disaster, has:
 - a. lost their home (primary residence);,
 - b. lost use of their primary residence (deemed uninhabitable); or
 - c. lost access to their primary residence,shall be eligible for a maximum of eighty (80) hours of paid administrative leave, prorated for part-time employees. This leave will be available for intermittent use.
2. Employees who have used the eighty (80) hours of paid administrative leave identified in #1 may request donated leave. Donated leave received will not exceed the amount needed to cover the absence. Donators may donate their accrued vacation or compensatory leave.

This Letter of Agreement will sunset on June 30, 2025, unless extended by mutual agreement.

LETTER OF AGREEMENT – Essential Worker Inclement Weather/Hazardous Conditions Pay

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Department of Corrections (Agency) and Federation of Parole and Probation Officer (Association).

The Parties agree to the following:

When a situation exists that would otherwise close or curtail state offices, essential workers having to report to work, in person, shall receive the Essential Worker Inclement Weather/Hazardous Conditions Pay differential.

The Essential Worker Inclement Weather/Hazardous Conditions Pay differential shall be three dollars (\$3.00) per hour, for all hours worked on a designated closure or curtailment day, regardless of the starting or ending time.

LETTER OF AGREEMENT – Ballot Measure 114

This Agreement is between the State of Oregon, acting through the Department of Administrative Services (Employer), on behalf of the Department of Corrections (Agency), and the Federation of Oregon Parole and Probation Officers (FOPPO).

The purpose of this Agreement is to attempt to address the unknowns associated with BM 114 and officers on/off duty status during meal periods.

Therefore, the Parties agree:

1. In the event BM 114 is enacted, and while it is being determined if officers can carry high-capacity magazines “off-duty”, officers shall be provided a paid thirty (30) minute meal period while armed and conducting field work.
2. In the event BM 114 is not enacted, or it is determined that officers can carry high-capacity magazines, the Agency will no longer provide the meal period.
3. Until such time that it is determined as a result of BM 114, that officers can or cannot carry high-capacity magazines “off-duty”, officers shall not be permitted to take firearms home with high-capacity magazines. Nothing in this Section is meant to change current practice pending the result of BM 114 litigation.
4. This Agreement does not establish a precedent and may not be used in any current or future grievance, claim of unfair labor practice, or other dispute among the Parties, and shall not be admissible as evidence in any future arbitration, administrative hearing, or court proceeding, except in a proceeding brought to enforce the terms of this Agreement.
5. This Agreement is effective if BM 114 is enacted and shall terminate if it is determined officers can carry high-capacity magazines while “off duty”, or officers are issued alternative magazines that meet the requirements of BM 14, whichever occurs first.

LETTER OF AGREEMENT - One-Time COLA Payment

This Agreement is entered into between the State of Oregon, acting through its Department of Administrative Services (DAS), on behalf of the Oregon Department of Corrections, and the Federation of Parole and Probation Officers (Union).

In recognition of the high rate of inflation, the Parties agree to the following:

All employees as of July 1, 2023, that are still employed as of August 24, 2023, will receive a one (1)-time one-thousand five-hundred-dollar (\$1,500.00) cost of living payment with their September 1, 2023, paycheck.

Payments issued through this Letter of Agreement will be considered wages for tax purposes and are PERS subject.

This Letter of Agreement will sunset on June 30, 2025.

LETTER OF AGREEMENT – Bi-Weekly Pay Period

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Department of Corrections (Agency) and the Federation of Parole and Probation Officers (Union).

To modernize and standardize pay practices, the State will evaluate the potential transition from monthly pay periods to bi-weekly pay periods.

Therefore, the Parties agree to the following:

1. The Employer shall convene a Joint Labor Management Statewide Bi-weekly Payroll Implementation Workgroup comprised of equal number of labor partners and members from management with two (2) FOPPO members appointed by the Union. The purpose of this workgroup is to assist in the design and implementation of bi-weekly payroll including, but not limited to, the assessment of organizational readiness for change, the design of the communication plan, business requirements and testing, change management plan, and employee training. The workgroup shall meet on a schedule it chooses, but no less frequently than once per month.
2. By January 1, 2025, the workgroup will put forth a report on their findings and an opinion as to the Employer's readiness to launch bi-weekly payroll, which will be shared with the DAS Director and Union utilizing the following criteria:
 - a. System Readiness: Ensuring that the bi-weekly payroll system is full developed, tested, and ready for deployment.
 - b. Data Accuracy: Validate the accuracy and integrity of employee data within the bi-weekly payroll system.
 - c. Compliance: Ensure that the bi-weekly payroll system complies with all applicable legal and regulatory requirements, such as tax laws, employment regulations, and data protection policies.
 - d. Training and Support: Provide training and resources for employees who will be using the new payroll system. This includes ensuring that all relevant personnel are trained on how to operate the system effectively and efficiently, and that ongoing support mechanisms are in place to address any questions or issues that may arise.
 - e. Organizational Readiness: Using standardized change management tools, such as the ADKAR model, confirm that impacted staff are ready for implementation of the bi-weekly payroll system.
3. The State shall develop training for all employees and Agency payroll staff on the necessary topics related to the transition. The training will include explanation of how deductions (for health insurance contributions, PERS contributions, and deferred compensation, for example) and leave accruals (for vacation and sick leave, for example) will be implemented in bi-weekly paychecks. The training will also explain how overtime will be reported, calculated, and paid. The training shall provide multiple avenues of explanation (such as webinars, self-directed learning, and in-person training) sufficient to explain that employees' pay is not reduced as a result of the bi-weekly timing of paychecks.
4. The parties agree to establish a DOC Joint Labor Management Committee to discuss and identify modification in areas of the FOPPO CBA where calculations of hours worked or frequency of pay are applied such as: pay dates, deductions,

leave accruals, holiday proration, union dues, PEBB contributions, etc. This list is not exhaustive and may be expanded as the contract is reviewed by the Joint Labor Management Committee for preparation of bi-weekly pay change implementation. The committee will share the results of their work with the DAS Director and Union.

5. The DOC Joint Labor Management Committee shall be comprised of seven (7) members, with three (3) FOPPO represented employees appointed by the Union, two (2) management representatives, one (1) Union staff and one (1) DAS State Labor Relations Manager. The Union and State may have additional staff work with the committee.
6. The committee shall meet on a schedule it chooses, but no less frequently than once per quarter.
7. Committee and workgroup members convened in accordance with the LOA will be on paid status and shall be reimbursed for authorized travel expenses as per State Travel Policy. Agencies will not incur any overtime as a result of committee meetings or travel. Flexing schedules will be allowed to avoid overtime.

Alleged violations of this LOA are not subject to the grievance and arbitration procedure outlined in Article 46.

LETTER OF AGREEMENT - OPSRP Employee Sick Leave Conversion Pilot Program

This Letter of Agreement (LOA) is between the State of Oregon, acting through the Department of Administrative Services (Employer), on behalf of the Oregon Department of Corrections (Agency), and the Federation of Parole and Probation Officers (FOPPO/Union).

The purpose of this LOA is to establish a pilot program for Oregon Public Service Retirement Plan (OPSRP) employee contributions to the Oregon Savings Growth Plan (OSGP) for current and future members of the Union.

Now, therefore, the Parties do agree as follows:

1. Effective September 1, 2023, or first of the month following an arbitration award whichever is later, employees who are represented by the Union and are under the OPSRP shall have the option, once per calendar year, to direct the Employer to make an irrevocable contribution to the employee's OSGP account, on a pre-tax basis, for up to fifty (50) hours of the employee's sick leave.
2. The employee must have a balance of one hundred (100) hours of sick leave after the irrevocable contribution to be eligible. Employees must not have had unprotected leave without pay for one hundred and eighty (180) days prior to the requested irrevocable contribution.
3. The employee's sick leave balance will be reduced by the amount of hours they converted and contributed to their OSGP account.
4. Employees shall not have the option to receive a cash payout for the value of the accrued sick leave in lieu of making contributions to the OSGP.
5. Employee contributions will automatically cease June 30, 2025, unless the Parties agree otherwise.
6. The Employer is not a party to the OSGP, aside from transferring funds, and has no obligations to the management, regulatory compliance or performance of the OSGP.
7. This LOA cannot be grieved or arbitrated.
8. This Pilot LOA will automatically sunset June 30, 2025, unless renewed by the Parties.

SIGNATURE PAGE – DEPARTMENT OF CORRECTIONS PAROLE AND PROBATION OFFICERS

Signed this 21 day of August, 2023, at Salem, Oregon.



**FOR THE
STATE OF
OREGON**

Berril Leslie

Berril Leslie, Director
Department of Administrative Services (DAS)

David G. Guzman

David G. Guzman
State Labor Relations Manager
DAS CHRO

Lisa Masterson

Lisa Masterson, Notetaker
DOC

Maureen Robb

Maureen Robb, Director Linn County
DOC Community Corrections Division

Joe Garcia

Joe Garcia, Director Douglas County
DOC Community Corrections Division

Debbie Navarro

Debbie Navarro, HR Manager
DOC



**FOR THE FEDERATION
OF OREGON PAROLE
AND PROBATION
OFFICERS**

Jennifer Cameron

Jennifer Cameron, Linn County Chapter
President
FOPPO

Dave Sparks

Dave Sparks, Douglas County Chapter
President
FOPPO

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Charity Snyder

Charity Snyder, Douglas County
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**Department of Administrative Services
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Labor Relations Unit
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LRU@das.oregon.gov**

The official version of this Agreement is held by the Department of Administrative Services Labor Relations Unit on its electronic files at the website below. The Department of Administrative Services does not recognize any other copies or publications of this Agreement.

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