

**COLLECTIVE BARGAINING  
AGREEMENT BETWEEN  
STATE OF OREGON AND OREGON  
STATE POLICE  
OFFICERS' ASSOCIATION**

***July 1, 2019 – June 30, 2023***

## TABLE OF CONTENTS

|   |    |
|---|----|
| PREAMBLE.....   | 8  |
| ARTICLE 1 - RECOGNITION   | 8  |
| 1.1 Recognition.....  | 8  |
| 1.2 Applicability.....  | 8  |
| 1.3 New or Changed Classifications.....                                     | 8  |
| 1.4 Reclassification.....   | 8  |
| ARTICLE 2 - MANAGEMENT RIGHTS   | 8  |
| 2.1 General.....  | 8  |
| 2.2 Enumeration.....  | 9  |
| ARTICLE 3 - COMPLETE AGREEMENT/PAST PRACTICES                               | 9  |
| 3.1 Complete Agreement.....   | 9  |
| 3.2 Past Practices.....   | 9  |
| ARTICLE 4 - NONDISCRIMINATION   | 10 |
| 4.1 Association Activities.....   | 10 |
| 4.2 Non-Discrimination.....   | 10 |
| ARTICLE 5 - STRIKES   | 10 |
| 5.1 Strikes.....  | 10 |
| 5.2 Lockouts.....   | 10 |
| ARTICLE 6 - ASSOCIATION BUSINESS  | 10 |
| 6.1 President and Vice President of the Association.....                    | 10 |
| 6.2 Executive Committee.....  | 11 |
| 6.3 Worksite Representative.....  | 12 |
| 6.4 Bargaining Time.....  | 12 |
| 6.5 Association Business Leave.....   | 13 |
| ARTICLE 7 - ASSOCIATION ACCESS  | 13 |
| 7.1 Bulletin Boards.....  | 13 |
| 7.2 Department Facilities.....  | 14 |
| 7.3 Access to New Employees.....  | 14 |
| ARTICLE 8 - ASSOCIATION SECURITY  | 14 |
| 8.1 Dues.....   | 14 |
| 8.2 New Employees.....  | 14 |
| 8.3 Change in Dues.....   | 14 |
| 8.4 Indemnification.....  | 15 |
| ARTICLE 9 - EMPLOYEE RIGHTS   | 15 |
| 9.1 Personnel Orders.....   | 15 |
| 9.2 General Procedures.....   | 15 |
| 9.3 Squad Level Complaints.....   | 15 |
| 9.4 Formal Complaints.....  | 16 |
| 9.5 When the Investigation Results in Departmental Charges Being Filed..... | 18 |
| 9.6 Criminal Investigations.....  | 18 |
| 9.7 Lie Detector Tests.....   | 18 |
| 9.8 Use of Force Situations and Motor Vehicle Pursuit Situations.....       | 18 |
| 9.9 Forensic Division Quality Assurance Situations.....                     | 19 |
| 9.10 Locker Access.....   | 19 |

|   |    |
|---|----|
| ARTICLE 10 - PERSONNEL RECORDS                              | 19 |
| 10.1 Access.....  | 19 |
| 10.2 Retention.....   | 20 |
| 10.3 Initialing and Copies.....                             | 21 |
| 10.4 Supervisory Working Files.....                         | 21 |
| ARTICLE 11 - DISCIPLINE AND DISCHARGE                       | 22 |
| 11.1 Discipline.....  | 22 |
| 11.2 Exclusive Remedies.....                                | 22 |
| 11.3 Appeals.....   | 22 |
| 11.4 Pre-Discharge Notice.....                              | 22 |
| 11.5 Remedies.....  | 23 |
| 11.6 Trial Service Employees.....                           | 23 |
| 11.7 Time Requirements for Squad Level Complaints.....      | 24 |
| 11.8 Time Requirements for Formal Level Complaints.....     | 24 |
| ARTICLE 12 - SETTLEMENT OF DISPUTES                         | 25 |
| 12.1 Grievance Procedure.....                               | 25 |
| 12.2 Mediation.....   | 26 |
| 12.3 Expenses of Arbitration.....                           | 26 |
| 12.4 Time Requirements.....                                 | 27 |
| 12.5 Group Grievances.....                                  | 27 |
| 12.6 Attendance at Meetings.....                            | 27 |
| ARTICLE 13 - TRANSFER                                       | 27 |
| ARTICLE 14 - HOURS OF WORK                                  | 28 |
| 14.1 Scheduling.....  | 28 |
| 14.2 Work Shift/Regular Hours.....                          | 28 |
| 14.3 Work Week.....   | 28 |
| 14.4 Work Day.....  | 29 |
| 14.5 Work Schedule(s).....                                  | 29 |
| 14.6 4-10 Shift.....  | 32 |
| 14.7 Rest and Meal Periods.....                             | 34 |
| 14.8 Shift/Day Off Trade.....                               | 35 |
| 14.9 Day Off Rollover.....                                  | 35 |
| 14.10 Travel From Assignments.....                          | 35 |
| 14.11 Penalty Payments.....                                 | 36 |
| 14.12 Flexible Work Hours.....                              | 36 |
| 14.13 Dog Handler.....                                      | 36 |
| ARTICLE 15 - SHIFT SELECTION                                | 37 |
| 15.1 Shift Selection.....                                   | 37 |
| 15.2 Eligibility to Vote.....                               | 39 |
| 15.3 Rotation of Shifts.....                                | 39 |
| ARTICLE 16 - ITINERARIES                                    | 39 |
| 16.1 Fish and Wildlife Itinerary.....                       | 39 |
| 16.2.1 Drug Enforcement and Evidence Section Itinerary..... | 40 |
| 16.2.2 Sergeant's Itinerary.....                            | 41 |
| 16.3 Itinerary Practices.....                               | 41 |
| ARTICLE 17 - OVERTIME                                       | 42 |

|   |    |
|---|----|
| 17.1 Overtime. ....   | 42 |
| 17.2 Regular Rate.....  | 43 |
| 17.3 Compensatory Leave. ....   | 43 |
| 17.4 Recruit.....   | 44 |
| 17.5 Training.....  | 45 |
| 17.6 Command Center Mandatory Overtime.....                                   | 45 |
| ARTICLE 18 - CALLBACK, IRREGULAR HOURS, AND OTHER PAYMENTS                    | 45 |
| 18.1 Callback. ....   | 45 |
| 18.2 Irregular Hours.....   | 47 |
| 18.3 Standby and On-Call Duty Time. ....                                      | 48 |
| 18.4 Pyramiding.....  | 48 |
| 18.5 Safety Release Time. ....  | 48 |
| ARTICLE 19 - HOLIDAYS   | 49 |
| 19.1 Holiday Leave Bank. ....   | 49 |
| 19.2 Personal Leave.....  | 49 |
| 19.3 Paid Leave Day.....  | 50 |
| 19.4 Work on Thanksgiving, Christmas, New Years, Labor Day and Memorial Day.. | 50 |
| 19.5 Make Up Time. ....   | 50 |
| 19.6 Leave Approval.....  | 50 |
| ARTICLE 20 - VACATION   | 51 |
| 20.1 Accruals. ....   | 51 |
| 20.2 Selection of Vacation Times.....   | 51 |
| 20.3 Accrual Limitations. ....  | 52 |
| 20.4 Death or Termination.....  | 52 |
| 20.5 New Employees. ....  | 52 |
| 20.6 Disallowance of Vacation Time.....                                       | 52 |
| 20.7 Callbacks from Vacation.....   | 53 |
| 20.8 Cash Out of Vacation.....  | 54 |
| ARTICLE 21 - SICK LEAVE   | 54 |
| 21.1 Accrued Sick Leave. ....   | 54 |
| 21.2 Utilization for Illness or Injury. ....                                  | 54 |
| 21.3 Family Sick Leave. ....  | 55 |
| 21.4 Integration with Worker's Compensation. ....                             | 55 |
| 21.5 Sick Leave Without Pay.....  | 56 |
| 21.6 Sick Leave Conversion at Retirement or Death.....                        | 56 |
| 21.7 Leave Credit Following Re-Employment.....                                | 56 |
| 21.8 Confirmation of Ability to Work. ....                                    | 56 |
| 21.9 Sick Leave Donation.....   | 57 |
| ARTICLE 22 - OTHER LEAVES OF ABSENCE  | 58 |
| 22.1 Criteria and Procedure. ....   | 58 |
| 22.2 Voting Leave.....  | 58 |
| 22.3 Jury Duty.....   | 58 |
| 22.4 Military Leave.....  | 58 |
| 22.5 Retirement Counseling.....   | 59 |
| 22.6 Parental Leave.....  | 59 |
| 22.7 Administrative Leave.....  | 59 |

|  |    |
|--|----|
| 22.8 Dignitary Funerals and Special Functions .....                                | 59 |
| 22.9 Bereavement Leave.....  | 60 |
| ARTICLE 23 - GENERAL PROVISIONS .....  | 61 |
| 23.1 Posting of New Work Rules. ....   | 61 |
| 23.2 Partial Closures. ....  | 61 |
| 23.3 Outside Employment. ....  | 61 |
| 23.4 Individual Activity Record. ....  | 62 |
| 23.5 Residence. ....   | 62 |
| 23.6 Promotions, Reclassifications, Appointments, and Demotions.....               | 62 |
| 23.7 Training, Professional Memberships and Outside Accreditation Organizations... | 66 |
| 23.8 Tuition Reimbursement. ....   | 67 |
| ARTICLE 24 - SENIORITY .....   | 68 |
| 24.1 General.....  | 68 |
| 24.2 Definitions.....  | 68 |
| 24.3 Layoff.....   | 70 |
| 24.4 Recall List. ....   | 71 |
| 24.5 Employee Right of Refusal. ....   | 72 |
| 24.6 Transfers Directly Resulting From Layoff. ....                                | 72 |
| 24.7 Transfer Procedures. ....   | 72 |
| 24.8 Moving Expenses.....  | 73 |
| 24.9 Involuntary Transfer Return Rights. ....                                      | 73 |
| ARTICLE 25 - COMPENSATION .....  | 73 |
| 25.1 Wage Scales. ....   | 73 |
| 25.2 Pay Periods.....  | 76 |
| 25.3 Step Increases.....   | 76 |
| 25.4 Uniform Allowance. ....   | 77 |
| 25.5 Plainclothes Allowance.....   | 77 |
| 25.6 Duty Differentials. ....  | 78 |
| 25.7 Rounding.....   | 80 |
| 25.8 Overpayments. ....  | 80 |
| 25.9 Red-Lining.....   | 80 |
| ARTICLE 26 - MEALS, LODGING, AND MILEAGE .....                                     | 80 |
| 26.1 Reimbursement. ....   | 80 |
| 26.2 Special Meal Provision. ....  | 81 |
| 26.3 General Mileage Reimbursement. ....   | 81 |
| 26.4 Lodging at DPSST. ....  | 81 |
| 26.5 Overnight Lodging.....  | 81 |
| ARTICLE 27 - OUT OF CLASS WORK .....   | 82 |
| 27.1 General.....  | 82 |
| 27.2 Rate of Pay.....  | 82 |
| ARTICLE 28 - RETIREMENT PROGRAM .....  | 83 |
| 28.1 Public Employees Retirement System (“PERS”) Members. ....                     | 83 |
| 28.2 PERS Participating Member Contributions. ....                                 | 83 |
| 28.3 PERS Pickup.....  | 83 |
| ARTICLE 29 - INSURANCE .....   | 83 |
| 29.1 Flexible Benefits Plan.....   | 83 |

|   |     |
|---|-----|
| 29.2 Employer Contribution .....  | 84  |
| 29.3 Purpose of Contributions. ....   | 84  |
| 29.4 Retiree Medical Trust. ....  | 84  |
| ARTICLE 30 - DRUG/ALCOHOL FREE WORKPLACE  | 85  |
| 30.1.....   | 85  |
| 30.2.....   | 85  |
| 30.3.....   | 85  |
| 30.4 Prohibited Conduct. ....   | 85  |
| 30.5 Alcohol and Drug Tests. ....   | 86  |
| 30.6 Criminal Conviction.....   | 89  |
| 30.7 Employee Voluntary Use of Employee Assistance or Other Treatment Program.                    | 89  |
| 30.8 Medication. ....   | 89  |
| 30.9 Establishment of Drug-Free Awareness Program.....  | 90  |
| ARTICLE 31 - RETIREES   | 90  |
| 31.1 Applicability. ....  | 90  |
| 31.2 Management Rights. ....  | 90  |
| 31.3 Representation and Rights. ....  | 90  |
| 31.4 Appointments.....  | 91  |
| 31.5 Benefits .....   | 91  |
| 31.6 Compensation .....   | 91  |
| 31.7 Overtime .....   | 92  |
| ARTICLE 32 - SAVINGS CLAUSE   | 92  |
| ARTICLE 33 - TERM OF AGREEMENT  | 92  |
| 33.1 Term.....  | 92  |
| 33.2 Successor Negotiations. ....   | 93  |
| APPENDIX A – TEAM DIRECTED SCHEDULING   | 94  |
| APPENDIX B – FORENSIC SERVICES DIVISION SCHEDULING  | 98  |
| APPENDIX C – RETIREE MEDICAL TRUST  | 102 |
| APPENDIX D – COST CALCULATION, PAYMENT AND ASSOCIATION BUSINESS<br>LEAVE PROCEDURE                | 104 |
| APPENDIX E– LETTERS OF AGREEMENT  | 109 |
| Letter of Agreement – 2-A – Agency Background Checks .....  | 110 |
| Letter of Agreement – 2-B – Installation Work on Vehicles.....                                    | 111 |
| Letter of Agreement – 11-A – Credible Testimony.....  | 112 |
| Letter of Agreement – 14-A – Honor Guard .....  | 113 |
| Letter of Agreement – 14-B – Four-Ten (4-10) Shifts .....   | 114 |
| Letter of Agreement – 14-C – Flexible Work Hours.....   | 115 |
| Letter of Agreement – 16-A - Canine Handlers.....   | 116 |
| Letter of Agreement – 16-B – Crash Reconstructionist.....   | 117 |
| Letter of Agreement – 17-A - 207K Waiver.....   | 118 |
| Memorandum of Understanding – 20-A – Alternative Vacation Bidding Southern<br>Command Center..... | 119 |
| Letter of Agreement – 21 A – Command Center Sick Call In.....                                     | 120 |
| Letter of Agreement – 25-A – Lead Worker Differential Command Centers.....                        | 121 |
| Letter of Agreement – 25-D – Lead Worker Differential for the Forensics Division ..               | 122 |

|  |     |
|--|-----|
| Letter of Agreement – 25-E – Lead Worker and Field Response Differential for the<br>Evidence Program ..... | 123 |
| Letter of Agreement – 28-A – Retiree DROP Pilot Program .....  | 124 |
| SIGNATURE PAGE   | 126 |

## **PREAMBLE**

This contract is agreed to and to be in effect between the State of Oregon, hereinafter referred to as the "Employer"; and the Oregon State Police Officers' Association, hereinafter referred to as the "Association," made and entered into for the purpose of fixing hours, wages and conditions of employment.

## **ARTICLE 1 - RECOGNITION**

### **1.1 Recognition.**

The Association is certified as the sole collective bargaining agent for all employees in the bargaining unit as defined by the Employment Relations Board or by mutual agreement between the parties as provided by statute.

### **1.2 Applicability.**

The provisions of this Agreement shall not apply to persons employed on a temporary basis as per past practice, not authorized to perform the full duties of an Oregon State Police officer, except that such individuals shall be paid at a rate for the classification in which they are employed.

### **1.3 New or Changed Classifications.**

If new classifications are established by the Employer and added to the bargaining unit or if the duties of existing classifications are substantially changed, a proposed wage scale shall be assigned thereto, and the Employer shall forward the new or changed class and proposed wage to the Association for review sixty days prior to implementation. The contract will then be subject to reopening for the sole purpose of negotiating a wage for the class, and only if so requested by the Association. If the parties cannot agree to the pay range after negotiations the matter shall be submitted through the grievance procedure beginning at Step 5. The Arbitrator shall establish a fair and equitable pay scale for the new or changed classification.

### **1.4 Reclassification.**

No downward reclassification of any bargaining unit employee may take effect unless the Employer provides the employee and the Association with sixty (60) days notice of the intended reclassification.

*REV: 2017*

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### **2.1 General.**

All rights and functions, except those which are expressly abridged by this Agreement, shall remain vested with the Employer.

## **2.2 Enumeration.**

The rights of the Employer include, but are not limited to, the exclusive right to determine the mission of the Department, its bureaus, divisions, Regions, stations and posts; set standards of service including quantity and quality of work to be performed; determine the procedures and standards of selection for employment and promotion; train, direct, schedule, test, evaluate, and transfer employees; take disciplinary action for cause up to and including dismissal; relieve employees from duty because of lack of work, funds, or constitutional legislatively directed reductions in service; maintain the efficiency of operations; determine the methods means and personnel by which operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out the Department's mission in emergencies; and exercise complete control and discretion over the Department's organization and the technology of performing its work to include equipment selection and assignment. The Employer has the right to make rules and regulations pertaining to employees. Nothing herein shall be considered a waiver of the Association's rights to collectively bargain any changes in past practices which are mandatorily negotiable.

REV: 2015

See LOAs: [Agency Background Checks](#), [Installation Work on Vehicles](#)

## **ARTICLE 3 - COMPLETE AGREEMENT/PAST PRACTICES**

### **3.1 Complete Agreement.**

Pursuant to their statutory obligations to bargain in good faith, the Employer and the Association have met in full and free discussion concerning matters in "employment relations" as defined by ORS 243.650(7). This Agreement incorporates the sole and complete agreement between the Employer and the Association resulting from these negotiations. The Association agrees that the Employer has no further obligation during the term of this Agreement to bargain wages, hours or working conditions except as specified below.

### **3.2 Past Practices.**

The parties recognize the Employer's full right to direct the work force and to issue rules, regulations and procedures and that these rights are diminished only by the law and this Agreement, including interpretative decisions which may evolve pursuant to the proper exercise of authority given by the law or this Agreement.

**3.2.1** The Employer is not limited, confined, or restricted by past practice, rule, custom, or regulation in making changes in policies, procedures, rules, and regulations to carry out the mission of the Department.

**3.2.2** However, this article shall not be interpreted to restrict the Association's right to bargain the impact of mandatory subjects of bargaining or the impact of permissive subjects of bargaining where the Employer is compelled to negotiate over the matter by state law or by law, bargain the decision. In the case of disagreement between the parties, the Employment Relations Board shall make the decision under this sub-section as to whether the Employer is compelled to negotiate under state law.

## **ARTICLE 4 - NONDISCRIMINATION**

### **4.1 Association Activities.**

The parties agree employees shall have the right to form, join, and participate in the activities of the Association for the purpose of representation matters of employment relations except as modified by provisions of the Agreement. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against because of the exercise of such rights.

### **4.2 Non-Discrimination.**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to marital status, sex, race, color, creed, religion, national origin, age, political affiliation, sexual orientation or handicapped status, subject to the Employer's right to establish bona fide occupational qualifications. A grievance alleging discrimination may be processed to the arbitration step of the grievance procedure of this Agreement.

*REV: 2019*

## **ARTICLE 5 - STRIKES**

### **5.1 Strikes.**

The Association agrees that it will not initiate, cause, permit, or participate or join in any strike, work stoppage, or work slow-down, or other interruption of Employer services. The members of the Association agree to observe the same restrictions. Employees in the bargaining unit, while acting in the course of their employment, will not honor any picket line established by the Association or by any other labor organization when called upon to cross such picket lines. The Association and its members recognize that participation in such action is contrary to Oregon law. If the Association becomes aware of any such action by any of its members which violates this article, it shall use reasonable, good-faith efforts to encourage and convince the member(s) to discontinue such action.

### **5.2 Lockouts.**

The Employer will not lock out employees as a consequence of any dispute arising during the period of this Agreement.

## **ARTICLE 6 - ASSOCIATION BUSINESS**

### **6.1 President and Vice President of the Association.**

The Employer and the Association recognize the mutual benefit of good labor relations. Furthermore, it is recognized that the President and Vice President of the Association have a unique responsibility of representing the Association membership and working with the Employer to resolve legitimate problems. It is especially prudent to resolve grievances with the Employer at the lowest possible step of the grievance procedure.

**6.1.1** The Employer agrees to assign the Association President, and Vice president who remain full employees of the Department of State Police, to the Association Office, and to not assign the Association President/Vice President any regular duties nor will the Association President/Vice President engage in regular duties without Department approval. The Association retains the right to determine the part-time or full-time status of the Vice President. For purposes of training, the President/Vice President shall be required to attend the Department-approved training necessary to maintain their status as a member of the job classification they held prior to taking office. The Employer shall notify the President/Vice President of the training which is required, and the available times for such training during the year. The President/Vice President shall be allowed flexibility to determine which date of a particular training class to attend.

**6.1.2** While serving as President/Vice President of the Association, s/he will remain eligible for all benefits including appropriate pension credit, service and non-service connected disability benefits for any disablement that occurs while so retained. At the conclusion of the term of office, the President/Vice President shall be provided with the opportunity to return to the division and worksite at the time they assumed the office; or allowed to voluntarily transfer to another worksite in that division where there is an existing vacancy available for which they qualify. Such transfer shall be at no cost to the Employer. The Association will reimburse the state for Employer costs, direct or indirect, and will indemnify the Employer for any and all cost of any claims incurred. The Association may utilize the Association Leave Bank to reimburse the state for Vice President hours worked on behalf of the Association that exceed fifty percent (50%) of the authorized position hours. The reimbursement to the state for Employer costs shall be in accordance with the agreed upon procedure. The Association shall not be required to reimburse wages paid, (including overtime wages), for services rendered by the President/Vice President of the Association which benefit only the Employer, such as grant overtime, routine patrol, and serving as an instructor at Department training or other similar services.

**6.1.3** In the event that the President/Vice President of the Association is unable to perform their duties for a period of thirty (30) or more consecutive days as a result of injury/illness or military leave the Association may designate the Vice President to act in lieu of the President and vice versa. In the event that both the President and the Vice President are unable to perform their duties, the Association may designate another member of the State Executive Committee by mutual agreement to serve as provided herein. The Employer must agree to one (1) replacement. Unless prevented by unforeseen circumstances, the Association shall give the Employer at least thirty (30) calendar days advance notice before seeking to implement this Section.

## **6.2 Executive Committee.**

Members of the bargaining unit selected to serve as the Executive Committee of the Association shall be certified in writing to the Superintendent of the State Police. Paid release time shall be granted to the Executive Committee members to engage in PECBA activities and subject to the following limitations:

**6.2.1** This provision is limited to certified members of the State Executive Committee, but no more than nine (9) board members and will not exceed forty (40) hours per month with a maximum yearly allowance of ninety-six (96) hours per board member. All Association activity will be reported using the appropriate code for Union Business paid time on an appropriate time reporting form provided by the Employer.

**6.2.2** It is agreed that the rights granted by this provision are subject to the reasonable operating needs of the Department and require prior supervisory approval. Such approval will not be unreasonably denied.

### **6.3 Worksite Representative.**

**6.3.1** The Association will provide a list of certified worksite representatives to the Employer upon the signing of this Agreement with one (1) primary representative and such alternates as may be appointed by the Association for each Department identified work site. The Employer must be notified of any change in certified representatives within fifteen (15) calendar days of the effective change; provided, however, that nothing herein shall be construed to limit or otherwise affect the Association's ability to freely select and/or change primary and alternative representatives so long as appropriate notice is provided to the Employer.

**6.3.2** Each worksite representative will be expected to perform their duties as a representative of the Association on their own time. However, it is recognized that from time to time it will be necessary for a supervisor to meet with the worksite representative during the worksite representative's working hours to discuss a written grievance or potential grievance. Discussions or meetings regarding written or potential grievances which occur during the station representative's working hours may be on on-duty time and requires prior supervisory approval for more than de minimus conversations. Investigation of filed grievances shall not be on on-duty time. One (1) worksite representative or regional representative may attend disciplinary interviews during their scheduled work hours and shall be allowed to attend such interviews on on-duty status when the meeting is scheduled at the request of the Employer. No liability or payment is incurred if the interview continues beyond the end of the representatives' scheduled work hours. Only certified representatives shall be eligible to represent employees in the grievance process. One (1) representative in training may attend disciplinary interviews and utilize association business leave.

When processing grievances, excepting investigations conducted with Department employees, the representative will conduct interviews out of uniform and shall state to persons contacted during the investigation that they are representing the Association and not the State Police.

### **6.4 Bargaining Time.**

Not more than seven (7) members of the Association's negotiating team shall be allowed to attend and travel to and from collective bargaining negotiations for a successor to this Agreement on on-duty status. During such travel and negotiations, the bargaining team member shall not receive

per diem costs or the use of a Department vehicle. If a negotiations session is scheduled on the regular workday of a member, the member shall be entitled to their regular compensation for that day, but shall not be entitled to any overtime payments regardless of the duration of the negotiations session or travel. If a negotiations session or travel is scheduled on the regular day off of a member, the member shall be entitled to straight time compensatory leave not to exceed eight (8) hours. No penalty payments accrue for any changes of schedules due to collective bargaining. Subject to the terms in this Section, the Employer and the Association may mutually agree to allow additional members to participate, when such participation is beneficial to the bargaining process.

## **6.5 Association Business Leave.**

Members of the bargaining unit shall donate at least one (1) hour of accrued but unused vacation time, compensatory time and/or personal leave time to an Association leave bank subject to the conditions set forth in this article.

**6.5.1** No more than one thousand (1000) hours may be accrued in the bank. The limitation of one thousand (1000) hours may be exceeded on a case by case basis with mutual agreement.

**6.5.2** The Association Business Leave Bank may be utilized by authorized Association representatives to include all certified officers, bargaining team members, worksite representatives, and other official Association representatives, as paid leave for the purposes of grievance processing and investigation, for conducting training of Association worksite and District (Regional) Representatives, preparation for and travel to management-labor meetings, preparation for collective bargaining and other official Association activities within the scope of the PECBA. The leave specified herein shall supplement the leave provided in this Article.

**6.5.3** Such time must be approved in advance by the Association, and shall be in addition to the leave called for by the other provisions of this Article.

### **6.5.4**

The granting of time off used under this section shall be subject to the reasonable operating needs of the Employer.

See LOA: [Association Business](#)

*REV: 2015, 2017,2019*

## **ARTICLE 7 - ASSOCIATION ACCESS**

### **7.1 Bulletin Boards.**

The Employer agrees to allow separate wall space in each work site, not to exceed 3' x 4', for a bulletin board to be used by the Association for the posting of notices and bulletins relating to the Association. The Association has the right to place a portable bulletin board at any training facility.

The Association shall limit its postings of notices and bulletins to such bulletin boards. All postings will be signed and dated by an appropriate Association officer.

## **7.2 Department Facilities.**

The Department of State Police, subject to reasonable operational needs and priorities, shall make every reasonable good faith effort to permit the Association to use Department facilities for Association meetings, with adequate advance notice.

## **7.3 Access to New Employees.**

During the academy training, Association representatives will be permitted access to new employees up to a two (2)-hour non-compensable period during a scheduled orientation. Such visit shall be scheduled for a classroom at the Academy or other training site, and shall be held during other than the lunch hour. Association members may remain at the Academy or other training site to further discuss the Association after the new employees regularly scheduled day ends. The Employer will make a good faith effort to encourage new employees to attend.

The Association representatives will be permitted access to other new employees during their scheduled work day for purposes of orienting new bargaining unit employees about the Association.

# **ARTICLE 8 - ASSOCIATION SECURITY**

## **8.1 Dues.**

The Employer shall deduct Association dues from the salary check each month of employees who are members of the Association.

The amounts deducted shall be transmitted within ten (10) days to the Association along with an itemized statement of amount deducted for each member of the Association. The Employer will not be held liable for good faith check-off errors but will make proper adjustments with the Association for errors within a thirty (30)-day period.

## **8.2 New Employees.**

The Employer will notify the Association, in writing, of new employees hired within the bargaining unit, within thirty (30) days after their hire date, and will furnish the Association their name, mailing address, and class title.

## **8.3 Change in Dues.**

If the Association desires to change its dues during the term of this Agreement, the Employer will notify the Association of the reasonable costs of reprogramming its computers to accommodate the change in dues. If the Association elects to change its dues after receiving such notice, the costs of reprogramming shall be borne solely by the Association.

## **8.4 Indemnification.**

Provided the Employer acts in good faith, the Association will indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer as a result of the Employer's enforcement of the above provisions.

*REV: 2017,2019*

## **ARTICLE 9 - EMPLOYEE RIGHTS**

### **9.1 Personnel Orders.**

The Employer will provide the Association President with copies of all personnel orders as soon as the personnel orders are issued. As used in this section, "personnel orders" shall be defined as all written notices of actual disciplinary actions, notices of intent to take disciplinary actions, transfer notices, promotion notices and termination notices.

### **9.2 General Procedures.**

Any employee who will be interviewed concerning an act, which, if proven, could reasonably result in disciplinary action against them will be afforded the following safeguards:

**9.2.1** The employee will be informed prior to the interview if the Employer believes the employee is a subject of the investigation.

**9.2.2** The employee will be informed as to the categorization of the complaint. The Employer will categorize complaints as either squad level or formal.

### **9.3 Squad Level Complaints.**

It is the intent of the Parties that squad level complaints be completed in an efficient manner with the goal of providing timely feedback to the employee. The process set forth in this Section does not preclude a supervisor from exercising day to day supervision and counseling, provided the counseling is documented in the working file.

Squad level complaints indicate minor conduct infractions including, but not limited to; rudeness, offensive language, or minor procedural errors. Squad level complaints will be handled by the employee's chain of command and will not exceed a verbal reprimand. Squad level complaints, including external complaints will be assessed according to the following procedure:

**9.3.1** The Supervisor or lead worker (sworn only) shall contact the Office of Professional Standards (OPS) to determine instances of like or similar conduct for the employee. Instances of repeated behavior may preclude a squad level determination and may be treated as formal.

**9.3.2** Notice to the employee prior to the interview. This notice will include the proposed level of corrective action if the allegation(s) are proven true.

**9.3.3** The employee may choose to stipulate to the alleged conduct, opt to waive the personnel investigation process and accept the proposed level of corrective action. As part of the stipulation process the employee shall have access to all known evidence, if requested, related to the allegation (videos, reports, etc.)

**9.3.4** If the employee does not stipulate to the alleged conduct, an investigation will be conducted by a Department supervisor or lead worker. If the supervisor or lead worker (sworn only) requires an interview of the employee, the employee shall be afforded a reasonable amount of time to have an Association representative present if they choose.

**9.3.5** Upon completion of the investigation, the supervisor will provide a brief summary their conclusions regarding each allegation and provide a disposition for each allegation (sustained/not sustained etc). The disposition will be based on facts and evidence obtained during the investigation.

**9.3.6** Sworn lead workers may administer informal corrective action (verbal counseling, or letters of instruction) and verbal reprimands and higher shall be administered by Department Supervisors. A supervisor shall administer all levels of corrective actions for non-sworn employees.

**9.3.7** Any corrective action completed using the process in Section 9.3 of this Article shall be considered to meet the elements of just cause as it relates to the requirement to conduct a full and fair investigation.

When a squad level complaint has been initiated and new information is learned that places the appropriate disposition at a significantly higher level (economic sanction or termination), the Department reserves the right to stop the squad level process. At such time, the Department becomes aware of this new information, the employee shall be informed in writing, that the complaint has been re-categorized as a formal complaint.

#### **9.4 Formal Complaints.**

Formal complaints indicate the alleged conduct could result in corrective action at a written reprimand or higher. Examples of behavior receiving formal treatment include, but are not limited to; intentional misconduct, violations of policy, violations of law (criminally resolved), improper use of force, bias, repeated conduct where the employee has previously been coached or disciplined, or other significant misconduct.

Formal complaint investigations will be conducted using the following procedure:

**9.4.1** Supervisor (Area Commander) shall contact the Office of Professional Standards (OPS) to determine a range of corrective actions that may be considered if the conduct is proven to be true.

**9.4.2** Prior to any interview where the Employer may impose formal corrective action upon the employee as a result of the underlying incident, the employee will be informed in

writing, if known, of the approximate date of occurrence, the approximate location of the occurrence, the nature of the investigation and allegations, provided with a copy of the investigative report to date including witness statements and documents, if available, and informed of and afforded the opportunity to consult with an Association representative.

**9.4.3** The interview and investigation will be conducted without unreasonable delay. The interview will be conducted at a mutually agreeable time and place. If after the complainant is interviewed regarding an action or inaction of the employee, and further investigation is deemed necessary, the employee shall be notified in writing of the complaint as soon as is practicable. This requirement will not apply where the employee is under investigation for violations of the Controlled Substances Act, or violations which are punishable as felonies or misdemeanors under Oregon Law. Also the employee will not be notified if doing so would jeopardize the criminal investigation.

**9.4.4** When the Employer serves notice to the employee of personnel review and underlying conduct, the employee may opt to waive the personnel investigation and stipulate to the alleged conduct. The stipulation will be the sole discretion of the Employer. The employee may make reasonable inquiry to the level of corrective action they shall receive, if they offer a stipulation, prior to waiving the personnel investigation. The Waiver of Investigation option will be reflected on the OSPOA Personnel Notice Form.

**9.4.5** With the exception of telephone interviews, interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.

**9.4.6** The Employer shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, except for emergencies or where interviews can be conducted by telephone. However, where the Superintendent or Deputy Superintendent is a party to any interview, the Employer may schedule the interview outside of the employee's regular working hours as long as the appropriate overtime or irregular hours payments are made. Where an employee is working on a graveyard shift, the interview can be scheduled contiguously to the employee's shift so long as appropriate overtime or irregular hours payments are made.

**9.4.7** The employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which they are entitled under the laws of the State of Oregon or the United States.

**9.4.8** Interviews shall be done under circumstances devoid of intimidation, abuse, or coercion. The employee shall be entitled to reasonable intermissions upon request for personal necessities.

**9.4.9** All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information which is developed during the course of the interview.

**9.4.10** If the Department, Association or employee tape records the interview, a copy of the complete interview of the employee, noting all recess periods, shall be furnished, upon request, to all parties. If the interviewed employee is subsequently charged and any part of the recording is transcribed by the Employer, the employee shall be given a complimentary copy thereof.

**9.4.11** The employee shall be advised of the results of the investigation and any future action to be taken on the incident.

## **9.5 When the Investigation Results in Departmental Charges Being Filed.**

After the investigation is complete, the employee and Association will be furnished with a copy of the completed investigative report which will contain all known material facts of the matter to include any tape recording at no cost. The employee and Association will also be furnished with the names of all witnesses and complainants who will appear against him or her and/or whose statements will be used against him or her. This obligation shall continue after charges have been filed against the employee.

## **9.6 Criminal Investigations.**

This article shall not apply to criminal investigations conducted by the Department. In such criminal investigations, the following procedures shall be followed prior to the commencement of the interview: (1) The investigator shall notify the employee of the criminal nature of the investigation; (2) The investigator shall notify the employee that a refusal to answer questions asked by the investigator will not be a basis for disciplinary action against the employee. The employee has the right to not participate in the interview, and the right to terminate the interview, without resulting discipline.

## **9.7 Lie Detector Tests.**

The Employer will comply with state law with respect to the giving of polygraph or voice stress indicator.

## **9.8 Use of Force Situations and Motor Vehicle Pursuit Situations.**

Employees involved in the use of force or motor vehicle pursuit shall be advised of their rights to and allowed to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of force, for the purpose of administrative review of the event. Day to day supervision critique may be offered by the Employer in the administrative review. If the Employer wishes to interview an employee of underlying conduct that may result in formal corrective action, appropriate notice will be provided, consistent with 9.4. Such right to consult with a representative or with counsel shall not unduly delay the giving of the statement. The Employer will not compel a Trooper under criminal investigation to submit written reports of the Use of Force or Motor Vehicle Pursuit event, including, but not limited to, the utilization of Deadly Physical Force.

Any employee involved in a use of force incident shall be allowed to view any applicable video prior to being required to provide a written or oral statement during an internal investigation. For purposes of this recommendation, “video” shall include the officer’s body-camera video and dash camera video that approximate the officer’s perspective.

## **9.9 Forensic Division Quality Assurance Situations**

The quality assurance process is not disciplinary in nature. Procedures for conducting root cause analysis remains separate and independent from the disciplinary process. However, if at any time the Employer reasonably believes the underlying incident, or any matter arising during the course of the interview could lead to formal discipline, the provisions of notice and rights under the Article will apply.

Initial interviews are not considered discipline but are part of the process to ensure quality and meet accreditation standards. The Department shall follow the Quality Assurance Manual once a root cause analysis has been triggered.

When an employee is removed from casework for quality assurance purposes, they will be notified and provided a follow-up interview. The employee is entitled to Association representation at follow-up interview(s). The interview may include but not be limited to; matters relating to root cause analysis, any follow-up action that must be taken prior to returning the employee to casework, and the timeframes that the actions must be completed.

## **9.10 Locker Access.**

Upon request, the Department will provide a padlock to employees for their locker. The combination and/or key to the lock will also be maintained by the appropriate station, Region, or Division Commander.

If the Department needs to gain access to a locker, or other Department equipment in which the Association member may have private items stored, the member may choose to return in a timely manner to the Department to open that item. The Department will not incur financial liability from the member's choosing to return to provide access. Upon opening, the Department will obtain only the item needed and will not search through the locker, or closed containers within it.

*REV: 2015, 2017,2019*

# **ARTICLE 10 - PERSONNEL RECORDS**

## **10.1 Access.**

**10.1.1 Employee.** Upon request, any bargaining unit member shall have the right with reasonable prior notice to the Employer, to review his/her personnel file during normal office hours. A certified copy of the employee’s complete file shall be given to the employee upon their request, unless the employee agrees to less than the complete file. The employee shall not have access to background investigations or references from previous Employers. With the exception of references from previous Employers and background

investigation reports, the employee may request and shall be provided with a copy of any information in their personnel file.

However, the Employer reserves the right to charge a reasonable copying fee for additional copies of materials in the personnel file which shall be set by the Department. The "Official" personnel file shall be the central personnel record at General Headquarters. The employee shall be entitled to place a letter(s) of rebuttal into their personnel file with respect to any item(s) in the file. Employees must have proper identification and examine their file in the presence of the Human Resources Director, or designee. Employees shall not remove any material from their files.

**10.1.2 Other Persons.** The only other persons permitted to have access to the contents of an employee's personnel file, excluding background investigations and references from previous employers, are a designated representative of the employee having the employee's signed authorization and the Employer's agent/representative for defense when any employee presents a claim against the State. The Employer's authorized staff shall have access to the employee's entire personnel file.

## **10.2 Retention.**

Retention schedule shall be as follows in compliance with the State Archivist's rules. Material attached to and a part of any document identified below shall carry the same retention period as the document itself.

### **10.2.1 Permanent Retention.**

|                              |                              |
|------------------------------|------------------------------|
| Employment Application       | Applicant Investigation      |
| Pre-appointment Interview    | Medical History              |
| Medical Examination          | Oath of Office               |
| Permanent Appointment Letter | SAIF Reports on Accidents    |
| Summary Training Record      | Employee Leave               |
| Promotion Letters            | Transfer Letters             |
| Special Weapons Approval     | Off-Duty Employment Approval |

**10.2.2 Five-Year Retention.** Notice of disciplinary action resulting in loss of time or pay.

**10.2.3 Three-Year Retention.** All reports, letters and other correspondence, including commendations and reports of discipline not included under Sections 10.2.1 or 10.2.2.

**10.2.4 Squad Level Corrective Action.** Squad level corrective action (letters of instruction, verbal counseling, and verbal reprimands) will not be considered for purposes of progressive discipline after two (2) years from the date given to the employee. Squad level corrective action will not preclude an employee from competing in the transfer and promotion process.

**10.2.5** Records will be purged from an employee's personnel file in accordance with the above retention schedule. The above retention schedules do not prohibit the Employer from purging records pursuant to State Archivist Rules. Records of disciplinary action which have been purged from an employee's personnel file in accordance with this section may not be introduced into evidence by either party at grievance arbitration hearings for the purpose of showing the past discipline, unless the purged record is referred to in a document that has not been purged from the employee's personnel file and at the time the reference was made, the purged document was also in the personnel file.

**10.2.6** Materials concerning discipline shall not be placed in an employee's personnel file until the employee has exhausted all appeals available through the grievance procedure. If discipline is reversed or otherwise rendered invalid, all records pertaining to the discipline shall be sealed until they are purged. Nothing shall prevent the Department from taking the underlying facts and sanctions of a pending appeal into consideration when considering future disciplinary actions or performance appraisals.

### **10.3 Initialing and Copies.**

Employees shall initial and contemporaneously be provided copies of all disciplinary materials placed in their personnel files.

### **10.4 Supervisory Working Files.**

Only one (1) official personnel file will be maintained on an employee. The official personnel file is located in the Human Resources Services Section at GHQ. However, the supervisor may maintain a supervisory working file which shall include notes on an employee's job performance for the explicit purpose of preparing employee performance evaluation reports. The working file will be purged no later than one (1) year subsequent to the occurrence of the underlying event. Any dispute arising from this section will be subject to Article 12 – Settlement of Disputes.

Within three (3) business days of an employee's request to their direct supervisor, they shall be allowed to inspect the supervisor's working file. An employee requesting to examine their supervisor's working file shall do so in the presence of their supervisor, or designee. Employees shall not remove any material from their file. Employees shall be given upon request a copy of their supervisor's working file dated and certified as complete.

#### **10.4.1 Adverse Comments.**

No adverse information shall be placed in the personnel or supervisor file without first discussing the related issue with the employee. Documentation placed in the supervisory working file shall have the date of the discussion noted by initial or email confirmation.

*REV: 2015, 2017, 2019*

## **ARTICLE 11 - DISCIPLINE AND DISCHARGE**

### **11.1 Discipline.**

Disciplinary action, including discharge, shall be only for just cause. The employee may choose an unpaid suspension in lieu of an economic sanction. Such suspension will be leave without pay and will not count as hours worked for purposes of overtime calculation.

### **11.2 Exclusive Remedies.**

The parties agree that the procedures described in this Agreement are the full disciplinary and discharge remedies and procedures for which employees are entitled.

### **11.3 Appeals.**

Within fifteen (15) business days of the Association's receipt of notice of disciplinary action (except for discharge), the Association may appeal the discipline by filing a notice of appeal of discipline with the OSP Human Resources Services Section. The notice of appeal shall state the date the disciplinary action notice was received by the Association, article(s) and an explanation of why the discipline was not for just cause. Within ten (10) business days of the receipt of the notice, the Superintendent or designee shall meet to discuss the appeal. The Superintendent or his designee shall respond within fifteen (15) business days from the meeting date. The Association may advance the grievance appeal to arbitration within fifteen (15) business days of the date of response or the date the response is due whichever is sooner. The arbitration appeal must be contemporaneously submitted to the Department of Administrative Services (DAS) Chief Human Resource Office, Labor Relations Unit in writing, and include a copy of the discipline, the response of the Department and a statement of the response for the appeal. The parties agree to schedule arbitration as soon as is practicable. Verbal reprimands or lower forms of informal corrective action cannot be grieved. Personnel investigations and the resulting corrective action when the employee has stipulated to the conduct pursuant to Article 9, Section 9.3.3 and 9.4.4 cannot be grieved. Any personnel investigation which results in a verbal reprimand will be documented on the personnel complaint form and a copy of the complaint form sent to the Association. Discharge from employment may be appealed directly to arbitration (within fifteen (15) business days of the effective date of the discharge) as provided herein.

### **11.4 Pre-Discharge Notice.**

A written pre-discharge notice shall be given to a regular-status employee who is being considered for discharge. Such notice shall include the known complaints, facts and charges and a statement that the employee may be discharged. The employee shall be afforded an opportunity to refute such charges or present mitigating circumstances to the Employer at a time and date set forth in the notice, which date shall not be less than five (5) business days from the date the notice is received or, at the option of the employee, by written response by that date. The employee shall be permitted to have an Association representative present.

## **11.5 Remedies.**

Any employee found to be unjustly disciplined or discharged may be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment, unless otherwise provided by the Arbitrator.

## **11.6 Trial Service Employees.**

Probation for newly hired and reclassified OSPOA represented employees is as follows:

**11.6.1** Any newly hired employee in an unclassified/sworn position (other than Sergeant) is subject to a probationary period of eighteen (18) months. A newly promoted Sergeant will serve a probationary period of twelve (12) months; this probationary period may be extended by mutual agreement. A Sergeant who fails to successfully complete the probationary period will return to a position in the classification previously held at the same rate of pay.

**11.6.1.1** Sworn employees' probation may, by mutual agreement, be extended if the employee is on paid administrative leave as the result of an investigation into allegations of misconduct. The extension shall be equal to the period of time the employee is on paid administrative leave, but no longer than ninety (90) calendar days if on paid administrative leave during the first twelve (12) months, or sixty (60) calendar days if on paid administrative leave after the first twelve (12) months. Agreement shall not be unreasonably withheld.

**11.6.2** Any newly hired employee in a classified/non-sworn position is subject to a twelve (12) month probationary period which may be extended for up to six (6) additional months by mutual agreement of the Association and the Department.

**11.6.3** Any represented employee who is placed in a different classification is subject to a probationary period of twelve (12) months except as provided below:

**11.6.3.1** A reclassified employee placed in a sworn classification who is either currently in a non-sworn classification or is currently in a sworn classification but has not attended and completed basic recruit school is subject to a probationary period of eighteen (18) months.

**11.6.3.2** A reclassified employee who goes from Criminalist 3 to a Forensic Scientist Classification, Recruit to Trooper or Trooper to Senior Trooper is not subject to any probationary period.

**11.6.4** A newly hired probationary employee is entitled to all rights and privileges under this Agreement except:

**11.6.4.1** Where otherwise specifically noted; and

**11.6.4.2** The right to grieve discipline and discharge.

**11.6.5** Reclassified employees while on probation will have the same rights as set forth in 11.6.4 except these employees shall have the right to grieve discipline and discharge providing the employee has successfully completed the employee's previous classification trial service period. The Employer may, however, return the reclassified probationary employee to his/her former classification at any time during the probationary period, and such action by the Employer shall not be grievable.

**11.6.6** If at any time during the probationary periods set forth in this article the employee takes a continuous leave of twenty-one (21) calendar days or longer in duration, the probationary period may, at the Employer's discretion be extended by a like amount.

**11.6.7** The Department agrees to notify the Association twenty-four (24) hours in advance of its intent to terminate or discipline a newly hired probationary employee.

## **11.7 Time Requirements for Squad Level Complaints.**

Employees who receive corrective action under Article 9.3 of the Agreement shall receive such corrective action within sixty (60) calendar days from the date the management of Department becomes aware of the complaint. The Department may automatically extend the timeframes by thirty (30) days upon notice to the Association.

## **11.8 Time Requirements for Formal Level Complaints.**

**11.8.1** The Department must interview the employee within one hundred-twenty (120) calendar days of the time that management of the Department becomes aware of the alleged misconduct. The findings of fact in personnel investigations shall normally be rendered within ninety (90) calendar days of the time the Department first (1<sup>st</sup>) interviews the employee.

**11.8.2** The Department shall communicate the level of corrective action within thirty (30) calendar days of receipt of the employee response to the finding of fact, unless the response requires additional investigation. If the employee response requires additional investigation by the Department, the subsequent investigation shall be completed within thirty (30) calendar days. The thirty (30) calendar day requirement will initiate after the subsequent investigation is complete and original findings of fact are either confirmed or amended.

**11.8.3** Except in criminal investigations and investigations that involve an employee who is incapacitated or unavailable, discipline shall be rendered no later than six (6) months from the date the Department first (1<sup>st</sup>) interviews the employee who is the subject of the investigation.

**11.8.4** Time frames referenced in this Article 11.8 may be extended through mutual agreement. Except in cases of termination, no discipline stemming from a personnel investigation may exceed a verbal reprimand if the Employer has not complied with this Section. This section shall not apply to criminal investigations or investigations that involve an employee who is incapacitated or unavailable.

*REV: 2015, 2017, 2019*

See LOA: [Credible Testimony](#)

## **ARTICLE 12 - SETTLEMENT OF DISPUTES**

### **12.1 Grievance Procedure.**

The parties agree that for the purpose of this Agreement, a grievance shall be defined as a dispute regarding the meaning, interpretation or application of this Agreement and that such dispute shall be settled as provided in this Article. Discipline and discharge shall be handled as described in Article 11. In the event that the matter being grieved involves the act or failure to act of the supervisor of the employee, the Association may elect to skip Step 1 of the grievance procedure and file the grievance at Step 2.

**Step 1.** The affected employee and/or the Association shall submit the grievance in writing to a supervisor of the employee, with a copy to Human Resources within twenty (20) business days after the grievant becomes aware of its occurrence as follows:

Grievances challenging non-disciplinary compensation matters: The date on which the employee is paid or not paid.

Other grievances alleging contract violations (non-disciplinary): The date the employee knows or should have known of the violation.

The grievant shall state the facts of the grievance, as known at the time, the Agreement article(s) alleged to be violated and the remedy sought.

Within twenty (20) business days of the filing of the grievance a meeting shall be held either in person or telephonically between the grievant and the designees of the Association, OPS Human Resources Services Section or their designees. The grievant must participate in this meeting. If the grievant is unavailable due to circumstances beyond the grievant's control, then the twenty (20)-day provision shall not apply and the meeting shall be scheduled as mutually agreed. The Supervisor or his/her designee shall respond to the grievance in writing to the grievant and the Association President within ten (10) business days of the meeting.

If the meeting is not held within twenty (20) business days and the parties have not agreed to an extension, the grievance will advance to Step 2.

The response to a written grievance at this level shall not set a precedent for any future written grievance, and shall not be introduced as evidence of past practice or for any other purpose in an arbitration proceeding. This provision shall apply only to grievances over

matters which may differ from station to station or region to region but specifically shall not apply to disciplinary grievances. Nothing in this Section shall be interpreted to allow Management or the Association to violate this Agreement.

**Step 2.** If the grievant/Association is not satisfied by the Step 1 response, they may, within fifteen (15) business days after the Step 1 response is due or received, whichever is sooner, submit the grievance to the OSP Human Resources Services Section. Within twenty (20) business days, a meeting shall be held either in person or telephonically between the designees of the Association, Bureau Commander or Agency Designee, and Department of Administrative Services. The Director shall respond in writing within ten (10) business days of the meeting to the grievant and the Association. If the parties do not meet within twenty (20) business days and have not agreed to extend the timeframes, the grievance shall be advanced to Step 3.

At Step 1 and 2, the parties may mutually agree to extend the twenty (20) business day timelines provided for in this Article.

**Step 3.** If the grievance is still unsettled, the Association may, within fifteen (15) business days after the Step 2 response is due or received, whichever is sooner, notify the Employer of its intent to arbitrate addressed to the Labor Relations Unit of the Department of Administrative Services. The State Employment Relations Board shall be requested to submit a list of seven (7) arbitrators. The parties shall alternately strike three (3) names from the list, with the first strike being determined by lot, and the remaining person shall be the arbitrator. The designated arbitrator shall hear both parties as soon as possible on the disputed matter and shall render a decision within twenty (20) business days of the hearing.

The arbitrator's decision shall be final and binding on the parties. The arbitrator shall have no power to alter, modify, amend, add to or detract from the terms of the Agreement.

## **12.2 Mediation.**

Subsequent to a timely request for arbitration and prior to the selection of an arbitrator, either the Chief Human Resource Office, Labor Relations Unit, or the Association may request mediation of the grievance. If both parties agree to mediation, it will be scheduled and conducted by the Conciliation Service Division of the Employment Relations Board. Mediation is not a mandatory step of the grievance procedure. A party's unwillingness to participate in mediation, or the particular matters discussed in mediation other than the facts of the case, shall not be admissible in any subsequent arbitration hearing.

## **12.3 Expenses of Arbitration.**

Expenses for the arbitration shall be borne by the non-prevailing party; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for

the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript, all copies, and all other recording and/or transcription costs.

#### **12.4 Time Requirements.**

If the Employer fails to hold a Step 1 or Step 2 meeting or fails to issue a written response within the time limits, the Association may advance the grievance. Time limits referred to in this Article may be waived by mutual agreement in writing.

#### **12.5 Group Grievances.**

The Association may file a group grievance at Step 2 of the grievance procedure, within twenty (20) business days after the grievant becomes aware of its occurrence. The parties may mutually agree to remand the grievance to Step 1. Such grievance shall identify the class of employees covered by the grievance, the Agreement article alleged to be violated, the facts of the grievance available, and the remedy sought. The Department's obligation to respond to the grievance shall not begin to run until the Association submits to the Department a list of all the names of employees covered by the grievance and the facts of each employee grieving. If the Association does not submit this information within twenty (20) business days of the filing of the grievance, the grievance is deemed to be withdrawn. The Department's potential liability extends only to the named grievant. Failure to identify the facts of an employee's grievance constitutes withdrawal from the group grievance of that employee.

#### **12.6 Attendance at Meetings.**

Grievants shall be allowed to attend arbitration hearings and to travel to and from such hearings on on-duty time. Where the parties agree to meet in other than a grievance arbitration setting in an attempt to resolve a grievance, and where the parties mutually agree that the attendance of the grievant is necessary, the grievant shall be allowed to attend meetings under the grievance procedure and to travel to and from the meeting on on-duty time. If the attendance at the meeting or hearing requires an overnight stay by the grievant, the responsibility for per diem costs shall be borne by the grievant, not the Employer. Grievant shall not be entitled to receive irregular hours or overtime for such time.

*REV: 2015, 2017, 2019*

### **ARTICLE 13 - TRANSFER**

The reimbursement, rates, allowances and other financial compensations for transfer shall be at the levels in effect in the Policies, Rules, Procedures Manual, unless otherwise modified by this Agreement.

When the Department has to transfer bargaining unit employees, it will attempt to seek volunteers first.

## **ARTICLE 14 - HOURS OF WORK**

### **14.1 Scheduling.**

This article does not prevent the Employer from rescheduling employees contrary to its provisions as long as overtime compensation is paid subject to applicable rules and laws.

Team Directed Scheduling (TDS) is set forth in Appendix A. The selection for TDS, the method of scheduling, and the parameters for the operation of TDS is set forth in Appendix A attached to this Agreement. Groups participating in TDS shall be subject to the terms of this Agreement unless excluded in Appendix A.

The employees on TDS will continue their current scheduling practices

Except for specific provisions of this Agreement to the contrary, a scheduling supervisor may develop a schedule based upon the operational needs of the individual worksite. In consideration of such schedule, neither the 5x8 or 4x10 shift will be declared a “default” schedule. Notwithstanding this however, for worksites where there is the need to change a current schedule because the shift may/has adversely affect(ed) a Department operational need, the scheduling supervisor may, in developing a different schedule, use a 5x8 schedule, a 4x10 schedule, or any combination thereof.

### **14.2 Work Shift/Regular Hours.**

Except for specific provisions of this Agreement to the contrary, each employee shall be scheduled to work on a regular shift, shall have regular starting and quitting times, and shall have regular hours of work each day that are consecutive. Any employee may, with the Employer’s approval, split his/her shift into segments. No employee may be discriminated against for failure to volunteer for a split shift. When an employee works a split shift, the number of hours worked in a twenty-four (24)-hour period must total a minimum of the number of hours in the employee’s regular work shift. The working of split shifts under any other circumstances than those set forth above shall subject the Employer to overtime liability.

### **14.3 Work Week.**

Except for specific provisions of this Agreement to the contrary, the workweek shall be from 12:01 a.m. Sunday to 11:59 p.m. Saturday. Days off shall be consecutive, followed by consecutive workdays not to exceed five (5) except for shift changeovers, rotating days off, and voluntary day off changes. Employees shall not have their days off involuntarily changed except for shift changes, rotating days off, or voluntary day off changes. Employees may have their days off involuntarily changed for training no more than once in a calendar year over a two week work period with 28 days notice.

Daily overtime will be paid for hours worked in excess of the scheduled shift in accordance with Article 17. Weekly overtime will be paid upon completion of forty (40) hours of work. Except as

provided in 17.1.4, all paid leave counts as hours worked for purposes of the overtime threshold. Overtime callback hours on a day off are not cumulative on the forty (40) hours for the week.

For non-sworn employees, shift changeovers, rotating days off, and voluntary day off changes have the potential to create long and short workweeks. When this occurs, overtime will be paid for the long weeks where more than forty (40) hours have been worked. During the short weeks (less than forty (40) hours), forty (40) hours of work will be scheduled. At the employee's option, the employee will be allowed to use the appropriate paid leave for the additional hours that were scheduled to equal forty (40) hours.

If the parties mutually agree, the definition of workweek may be redefined for the purposes of implementing alternative schedules.

#### **14.4 Work Day.**

Except for specific provisions of this Agreement to the contrary, the work day shall be a minimum of eight (8) hours including meal periods, rest periods, briefing and training periods.

#### **14.5 Work Schedule(s).**

This section applies to schedules under Articles 14 and 15.

**14.5.1** A tentative twenty-eight (28)-day work schedule shall be posted seven (7) calendar days in advance of the twenty-eight (28)-day work period except for employees on itineraries and the posting requirements under Article 15.

**14.5.2** The start/stop times set forth in the schedule may be adjusted without penalties subject to the notice requirements set forth below for the following reasons:

- (a) Emergencies.
- (b) Operating needs.
- (c) Training.
- (d) Cover/replace employees who have scheduled compensatory leave.
- (e) Holiday coverage (Article 14.5.8 and 14.5.9)
- (f) Voluntary adjustments

**14.5.3** There will be a minimum of ten (10) hours off between scheduled shifts and/or adjusted shifts. Where the employee is to report for their next scheduled shift when there has been a period of less than ten (10) consecutive hours off due to court, callback, or other unscheduled work assignment, the employee may, with mutual agreement, adjust his/her shift in order to have ten (10) consecutive hours off.

**14.5.3.1** The notice requirements to avoid penalty are:

- (a) Emergencies – none.
- (b) Operating needs – seven (7) days.
- (c) Training – twenty-eight (28) days.
- (d) Replacing employees who have scheduled compensatory leave - seven (7) days.

- (e) Holiday coverage – twenty-eight (28) days to post, seven (7) days to adjust.

**14.5.3.2** The notice required herein is to be in person or written notice on a normal workday. Otherwise, notice requires personal or telephone contact.

**14.5.4 Definitions.**

Emergency: An unforeseen combination of circumstances calling for immediate action which requires additional personnel resources. Schedule changes due to events with advance notice would not be considered emergencies.

Operating Needs: For purposes of this section, the following non-emergencies are not operating needs: monthly shift changes, court appearances, training, implied consent hearings, emphasis patrols, adjustments for patrol coverage due to vacation and sick leave usage.

**14.5.5** If a schedule is adjusted pursuant to this section for reasons other than training, the remainder of the employee's work week will be adjusted so that the employee's start time will be within two (2) hours of the adjusted shift unless the employee desires to return to their original work schedule for the remainder of their work week.

If a schedule is adjusted for training, the remainder of their work week will also be adjusted within a four (4) hour window and the employee may elect to return to their regular shift.

There is no penalty to the Employer for an employee voluntarily returning to their regular shift.

**14.5.6 Penalty.**

- (a) Schedule adjustments which are not emergencies and for which appropriate notice has not been given shall result in the employee being paid time and one-half (1 ½) without adjustment of the employee's regular salary for all hours worked outside the employee's regular (unadjusted) schedule.
- (b) When an employee has his/her schedule adjusted for reasons other than training and the adjustment is for more than one (1) day in a work week, the obligation to pay time and one-half (1 ½) under this section only applies to the first day of the adjustment unless subsequent adjustments are made during the work week. Schedule adjustments for training where less than twenty-eight (28) days notice but more than seven (7) days notice has been given, the penalty shall apply only to the first day of the adjustment.
- (c) Employees on trial service (except as provided in Articles 17.4 and 17.4.1) schedules may be adjusted with seven (7) days notice without penalty to facilitate completion of training.
- (d) An adjustment with appropriate notice under this section shall not create an overtime liability under the definition of work day in Article 14.4.

**14.5.7 Voluntary Adjustments.**

An employee may voluntarily with prior supervisory approval adjust both his/her start/stop times and his/her days off without penalty to the Employer. If an employee voluntarily adjusts his/her days off the adjustment shall occur within the work week for non-sworn employees and within the twenty-eight (28)-day cycle for sworn employees. If approval is not granted, the decision is final and not subject to the grievance procedure.

**14.5.8 Holiday Coverage Schedule.**

A Holiday Coverage Schedule shall be posted twenty-eight (28) days in advance of a holiday period. The schedule shall identify those employees assigned to work and their work hours during the holiday period. There will be no schedule adjustment penalty providing there is a rest period of at least ten (10) hours between scheduled shifts. Overtime and callback hours worked during the rest period are included in the ten (10) hour minimum. The Holiday Coverage Schedule may be further adjusted without penalty with seven (7) days notice.

The holiday period subject to adjustment under these provisions will be those shifts which begin on any of the schedule adjustment days specified in Article 14.5.9. Divisions other than Patrol and Dispatch adjustment days are limited to the recognized holiday.

If the employee’s schedule is adjusted within the provisions of this subsection, the remainder of the employee’s work week will also be adjusted so that the employee’s start time will be within two (2) hours of the adjusted shift. An employee may return to his/her original work schedule for the remainder of the work week, without penalty incurring, with supervisory approval.

Nothing in this subsection authorizes the scheduling of split shifts or adjustments intended to avoid holiday or overtime pay, except as provided in Article 19.4.

**14.5.9 Holiday Coverage Schedule Adjustment Days for Dispatch and Patrol.**

**2020**

|                   |   |
|-------------------|---|
| New Years         | December 31, 2019 through January 1, 2020   |
| M L King Birthday | January 20, 2020                            |
| Presidents Day    | February 17, 2020                           |
| Memorial Day      | May 22, 2020 through May 25, 2020           |
| Independence Day  | July 3, 2020 through July 5, 2020           |
| Labor Day         | September 4, 2020 through September 7, 2020 |
| Veterans Day      | November 11, 2020                           |
| Thanksgiving      | November 25, 2020 through November 29, 2020 |
| Christmas         | December 24, 2020 through December 26, 2020 |

**2021**

|                   |   |
|-------------------|---|
| New Years         | December 31, 2020 through January 1, 2021 |
| M L King Birthday | January 18, 2021                          |
| Presidents Day    | February 15, 2021                         |

|                  |   |
|------------------|---|
| Memorial Day     | May 28, 2021 through May 31, 2021           |
| Independence Day | July 3, 2021 through July 5, 2021           |
| Labor Day        | September 3, 2021 through September 6, 2021 |
| Veterans Day     | November 11, 2021                           |
| Thanksgiving     | November 24, 2021 through November 28, 2021 |
| Christmas        | December 24, 2021 through December 26, 2021 |

**2022**

|                   |   |
|-------------------|---|
| New Years         | December 31, 2021 through January 1, 2022   |
| M L King Birthday | January 17, 2022                            |
| Presidents Day    | February 21, 2022                           |
| Memorial Day      | May 27, 2022 through 30, 2022               |
| Independence Day  | July 3, 2022 through July 5, 2022           |
| Labor Day         | September 2, 2022 through September 5, 2022 |
| Veterans Day      | November 11, 2022                           |
| Thanksgiving      | November 23, 2022 through November 27, 2022 |
| Christmas         | December 24, 2022 through December 26, 2022 |

**2023**

|                   |   |
|-------------------|---|
| New Years         | December 31, 2022 through January 1, 2023   |
| M L King Birthday | January 16, 2023                            |
| Presidents Day    | February 20, 2023                           |
| Memorial Day      | May 26, 2023 through 29, 2023               |
| Independence Day  | July 3, 2023 through July 5, 2023           |
| Labor Day         | September 1, 2023 through September 4, 2023 |
| Veterans Day      | November 11, 2023                           |
| Thanksgiving      | November 22, 2023 through November 26, 2023 |
| Christmas         | December 24, 2023 through December 26, 2023 |

**14.6 4-10 Shift.**

**14.6.1** The Department may deny a 4-10 request or discontinue an approved 4-10 shift without employee vote if it determines the shift may/has adversely affect(ed) a Department operational need. An operational need includes but is not limited to:

**14.6.1.1** Need to meet Department program and/or priorities for the work group;  
or

**14.6.1.2** Need to meet Department workload or productivity standards without increasing overtime, compensatory leave, penalty pay, staffing or other direct or indirect monetary costs; or

**14.6.1.3** Need to meet Department standards for coverage for planned and unplanned absences to respond to workload needs; or

**14.6.1.4** Need to meet Department standards for response to emergencies, disasters, or extraordinary circumstances.

**14.6.2** Work groups within a division, who are not covered by an itinerary as outlined in Article 16, will be permitted the opportunity to vote once each year on whether or not to work the 4-10 shift.

**14.6.3** Work group is defined as all employees within a division who report directly to a division supervisor in order to accomplish the division's programs and priorities, except the Patrol Division. For the Patrol Division, a work group is defined as all employees at a work site. All sworn employees designated Resident Troopers within a common patrol area is a separate work group.

**14.6.4** The vote may be conducted only if thirty percent (30%) of the eligible employees in the division work group request such a vote. A minimum of a majority of all eligible employees in the work group is required for starting or stopping the 4-10 shift. The vote must occur in October, and if approved, the 4-10 shift will become effective upon the beginning of the first twenty-eight (28)-day work cycle after January 1 of the following year. Employees are not eligible voters until the completion of the probationary period.

**14.6.5** The Association representative of the work group shall conduct the election, certify the results to the division supervisor(s), and supply a list of eligible employees in seniority order to the supervisor. Where employees are allowed to vote for a 4-10 shift under this Article, only employees permanently assigned to the affected division work group are allowed to vote.

**14.6.6** If employees in an affected division work group have affirmatively requested their preference for a 4-10 shift by the voting process, the Association representative of the work group will present a plan for such a 4-10 shift to the immediate supervisor(s) of the work group. The supervisor(s) will notify the Association representative if the plan conflicts with any operational need.

**14.6.7** If the request to move to a 4-10 shift is initially denied, or has been discontinued, the affected work group may provide additional information to the immediate division supervisor(s) that the 4-10 shift will not, or has not, adversely impacted operational need, for the supervisor's reconsideration.

**14.6.8** A denial of initial implementation or discontinuation of a 4-10 schedule may be grieved but shall not prevent a supervisor(s) from implementing his/her decision pending resolution of the grievance. The basis for any grievance in this regard will be whether or not the supervisor(s) applied operational needs criteria unreasonably or arbitrarily.

**14.6.9 Accruals.** All leave accruals and usage shall be calculated on an hourly basis to provide no greater or lesser benefit than received by employees on a 5-8 shift. For example, if an employee on the 4-10 shift takes a day of vacation, ten (10) hours of vacation leave shall be deducted from the employee's account.

**14.6.10 Configuration.** The 4-10 shift shall consist of three (3) consecutive days off followed by four (4) ten (10)-hour days. Employees shall receive the same meal and rest periods as employees on a 5-8 shift. If employees of a work group elect to work a 4-10 schedule with rotating days off, the days off in the rotation period need not be consecutive.

**14.6.11 Overtime.** Except as provided in Article 17.1.4, employees on the 4-10 shift shall be entitled to receive overtime only when they (A) work more than ten (10) hours per day, or (B) work more than forty (40) hours per week, or (C) work on one of the employee's days off, or (D) regular time off as existing practice.

**14.6.12 Change in Shifts.** Employees moving to and/or from the 4-10 to any other approved schedule shall not be entitled to overtime compensation as a result of such move.

**14.6.13** Employees who may be temporarily assigned to a work group will comply with the work schedule in place for employees who are permanently assigned to that work group.

## **14.7 Rest and Meal Periods.**

**14.7.1** Subject to the reasonable operating needs of the Department, a rest period of fifteen (15) minutes shall be permitted for all employees during each half shift and shall be considered on-duty time.

**14.7.2** Subject to the reasonable operating needs of the Department, all employees shall be granted a meal period during each work shift. The meal period shall be scheduled in the middle of the work shift or as near thereto as possible. Paid meal periods shall be thirty (30) minutes. Unpaid meal periods may be up to one (1) hour, or other period upon mutual agreement.

**14.7.3** Subject to the reasonable operating needs of the Department, and in lieu of the thirty (30)-minute paid meal period and fifteen minute breaks, the employee may be permitted to combine breaks and lunch in different configurations, so long as they are not utilized to shorten the work day.

**14.7.4** Employees working overtime shall receive a paid fifteen (15) minute rest period after the first two (2) hours of overtime worked. Employees shall receive a thirty (30)-minute paid meal period after four (4) hours overtime worked, provided they return to work after the meal period.

**14.7.5** Employees in the Forensic Services Division, subject to the reasonable operating needs of the Department, shall have the option of electing to work a continuous shift, or a shift which includes a thirty (30) or sixty (60) minute unpaid meal period. Employees in Forensic Services Division shall have the option of combining their rest periods under Article 14.8.1 (not to be used to shorten the work day) provided there is no unpaid meal period taken.

**14.7.6** Where employees have been regularly scheduled to work an eight (8) to five (5) shift with a one (1) hour meal period on a continual basis, that work shift shall be continued per past practice.

**14.7.7** Fleet and Technical Services classification lunch breaks are duty-free unpaid lunch breaks.

#### **14.8 Shift/Day Off Trade.**

Subject to written supervisor approval, two (2) employees may voluntarily trade shifts/days off. The Department will not incur any overtime liability as a result of the trade. Trades will be completed within thirty (30) days of the first affected shift/day off.

For the workweek within which monthly training occurs, SWAT team members may voluntarily work in excess of forty (40) hours. If they do, the excess hours will be taken on a straight time basis as time off during the balance of the twenty-eight (28)-day cycle at a time mutually agreeable to the SWAT team member and supervisor. To accommodate the training schedule, the time off may be taken before the anticipated excess training hours are worked, provided it is still within the same twenty-eight (28)-day cycle. If the time taken off exceeds the actual excess training hours worked, the SWAT team member will utilize paid leave to make up the difference.

#### **14.9 Day Off Rollover.**

Day off rollover shall be continued as per the existing practice, in each worksite subject to the reasonable operating needs of the Department. If a problem under the Federal Fair Labor Standards Act is identified, the parties agree to meet and negotiate.

#### **14.10 Travel From Assignments.**

Employees who have completed training or an assignment at a location other than their regular work site shall be given the option of traveling home on paid status at the conclusion of the training or the assignment and shall not be required to stay overnight at the remote location if the remote location is two (2) hours or less from the employee's home or regular duty station (whichever is closer to the remote location). If the travel time is over two (2) hours, the decision as to whether to allow the employee to travel home at the conclusion of the assignment shall be at the reasonable discretion of the employee's supervisor.

In addition, the following shall also apply to travel from assignments:

**14.10.1** An assignment to testify in a court outside the normal working boundaries of the worksite to which the employee is assigned shall be considered a "remote location."

**14.10.2** An assignment is considered complete when all work is completed at the remote location, not when the employee has returned to his/her worksite.

**14.10.3** For the purposes of pilots, the two (2) hour threshold shall be considered to be flight time when the pilot is operating an airplane. When a pilot is scheduled to a flight with multiple assignments, the assignment shall be considered completed at the conclusion of the last set of assignments involved in the flight.

**14.10.4** This article does not supersede the language in Article 17.5 regarding the authorization of one (1) round trip from a worksite to a training site.

### **14.11 Penalty Payments.**

The Employer shall not be liable for more than one (1) penalty payment for the same hours worked under this Agreement.

### **14.12 Flexible Work Hours.**

Subject to the following terms and conditions, the parties agree with respect to flexible work hours.

**14.12.1 Site.** The flexible work hours will only be assigned to employees in the Dignitary Protection Unit.

**14.12.2 Accruals.** All leave accrual and usage shall be calculated to provide no greater or lesser benefit than received by employees on a 5-8 shift.

**14.12.3 Configuration.** Employees assigned to the Dignitary Protection Unit may be assigned a work schedule containing flexible hours that may exceed eight (8) hours on any scheduled work day, but will not exceed forty (40) hours in any one (1) week.

**14.12.4 Termination.** The program will be discontinued on January 1 in any year the majority of the Dignitary Protection Unit employees vote in October of the preceding year, to discontinue the flexible work hours, or if operational reasons dictate such termination.

**14.12.5 Overtime.** Overtime liability will only occur for hours worked in excess of forty (40) hours in one (1) week.

**14.12.6 Change in Shifts.** Employees moving to and/or from different shifts during the forty (40) hours in the one (1) week shall not be entitled to overtime as a result of such moves.

### **14.13 Dog Handler.**

The purpose of this Section is to meet the FLSA requirements. No penalty pay provisions apply to this activity. Employees who are assigned canines will schedule sufficient time during their regularly scheduled workdays to care for the canines. Employees are authorized two (2) hours per week at the straight time rate of pay to cover for any additional time needed to care for the canines. The Department will provide commercial kenneling for the dog when off duty care of the dog

exceeds the two (2) hrs/wk allowed for off duty care. If a commercial kennel is to be used, the two (2) hours allowed for off duty care must include transport time to and from the kennel.

The Employer shall seek to provide alternative resources for the care of the accelerant canine when the handler is on paid leave. In the event such resources are unavailable in a given situation, the handler will be credited with up to one (1) hour of time worked per day or, if it is a holiday off, receive up to one (1) hour of holiday pay at time and one-half (1 ½).

*REV: 2015, 2017*

See LOAs: [Honor Guard](#), [Four-Ten \(4-10\) Shifts](#), [Flexible Work Hours](#)

## ARTICLE 15 - SHIFT SELECTION

### 15.1 Shift Selection.

Shift selection shall be by the following process:

**15.1.1** Work groups shall be allowed to determine whether or not to bid shifts. A vote may occur once every fiscal year to start or stop shift bidding. The vote may be conducted only if thirty percent (30%) of the affected bidding employees in a work group request such a vote. The vote must occur in October and become effective at the start of the first twenty-eight (28)-day cycle commencing after January 1 of the next year. A minimum of a majority of the affected employees is required for starting or stopping shift bidding. Employees are not eligible voters until the completion of the probationary period. The Association representative at the work site shall conduct the election, certify the results to the supervisor, and supply a list of eligible employees in seniority order to the supervisor.

Work group is defined as all employees at a work site within a Division who accomplish the division's programs and priorities except the Patrol Division. For the Patrol Division, a work group is defined as all employees at a work site. This does not prohibit the Employer from designating shifts by discipline within the Forensics Division.

**15.1.2** If the work site elects to bid shifts, the following shall occur:

**15.1.2.1** The supervisor shall establish the number of shifts, and the specific hours when they occur.

**15.1.2.2** The eligible employees will bid, by seniority, for the shift. Employees on unpaid leave of absence at the time of the bid shall not be eligible to bid. An employee who is still in training and not on solo status in their classification is not eligible to bid. Once released from training and in solo status in their classification the employee will be assigned a shift. If the shift assigned was not available at the time of the bid, then on the basis of seniority a senior employee may elect that shift, in that case the probationary employee will be assigned the vacated shift.

**15.1.2.3** The supervisor has the right to change both the schedule and the assigned employee at any time provided the supervisor has a reasonable operational need for making the change.

**15.1.2.4** Each work group will determine whether to bid on a minimum of three (3), twenty-eight (28)-day blocks or on a block of no greater than thirteen (13), twenty-eight (28)-day periods. No employees may bid the same shift for more than thirteen (13), twenty-eight (28)-day periods unless the vote to start shift bidding specifies that employees are not restricted in the length of time they can remain on any one shift. If the employees vote to bid on a block of less than thirteen (13), twenty-eight (28)-day cycles, then the employees will also vote on whether they will bid all blocks in the year at one time or bid each block at the start of the twenty-eight (28)-day cycle immediately preceding the commencement of that block.

**15.1.2.5** Where the Employer changes an individual employee's shift which may result in altered days off for training or retraining purposes on an isolated basis for the purposes of building basic job skills (not including training provided on a regular basis to other employees) and the shift to which the employee is reassigned results in an employee being displaced, the least senior employee on the shift will be bumped if no volunteers are available to trade shifts with the temporarily reassigned employee.

The employee who is bumped will be able to exercise seniority to select another shift if the length of the training assignment is more than fourteen (14) calendar days in length; in cases of training assignments of less than fifteen (15) calendar days, the bumped employee will backfill the shift normally worked by the temporarily reassigned employee. Employees who are consequently bumped as a result of the exercise of seniority by the bumped shift shall have the right to use seniority to select new shifts. Upon completion of the training assignment, all employees will be returned to their previously bid shifts. The decision to change an employee's shift may result in altered days for other employees who have been consequently "bumped" from their shifts.

**15.1.2.6** A work group/worksites may agree to modify the bidding process set forth herein at individual worksites. Such agreements shall be reduced to writing, limited to the specific involved work group/worksites, and signed by the Association and Employer.

**15.1.3** Only Command Centers, Forensic Division, Lottery Security Section and Patrol Division employees assigned to road patrol may bid shifts, except that probationary and trial service employees are not allowed to work a shift that they have bid until the completion of the probation and/or trial service period. If the Employer makes a substantial change in the past practice with respect to shifts in any unit or team, the parties agree to collectively bargain over whether this section shall apply.

**15.1.4** Nothing in this Section shall affect the duration of a patrol schedule.

**15.1.5** An employee transferring to a work site or new employee qualified for solo status is assigned to a work site during a shift bid block shall be assigned to a shift by the supervisor for the duration of the block. However, if a new shift is created which has different start/stop times and/or different days off from those shifts previously bid, then the new shift shall be made available for bid to current employees on a seniority basis. If a current employee successfully bids for the new shift then the incoming employee shall be assigned to the current employees now vacant shift. No further bumping shall be allowed.

**15.1.6** Between October 1 and November 30, employees who work rotating days off who participate in the shift bidding process shall sign up on the basis of seniority for day off rotations for the following calendar year. For the following calendar year, employees shall only be entitled to select shifts on the basis of seniority if the shift they have bid has the day off rotation they were awarded as a result of the sign up process.

**15.1.7** If a work schedule for a work group is changed under Articles 14.6.7 or 15.1.2.3, and the employees affected have previously voted in favor of shift bid, the eligible employees will be allowed to bid, by seniority, for the shift. The current work schedule will remain in effect for the remainder of the current twenty-eight (28)-day cycle, plus a final twenty-eight (28)-day cycle to allow for a schedule changeover.

## **15.2 Eligibility to Vote.**

Where employees are allowed to bid under this article, employees who are temporarily assigned to other than the Patrol Division as of the time the vote occurs are not eligible voters in a Patrol Division schedule.

## **15.3 Rotation of Shifts.**

If shifts rotate, they shall rotate on a block of no greater than thirteen (13), twenty-eight (28)-day periods as determined by majority vote of the affected employees at the worksite in question. The Employer may override the results of this vote based upon reasonable operational needs.

*REV: 2015,2019*

# **ARTICLE 16 - ITINERARIES**

## **16.1 Fish and Wildlife Itinerary.**

Employees of the Fish and Wildlife Division shall submit an itinerary on a bi-weekly basis. The work week begins following two regularly scheduled days off. The employee's supervisor may approve, deny, make changes in the itinerary or reschedule the employee. An itinerary may be approved if it contains more than forty (40) hours in a seven (7) day period. The approved schedule shall address Fish and Wildlife Division priorities. Days off may be changed only as provided below. A Fish and Wildlife Division employee's itinerary, once set, may also be changed by their supervisor, but only for operational needs (but not to include the avoidance of court overtime or

the accommodation of Department training). Employees may have their days off involuntarily changed for training no more than once a calendar year during one work week with twenty-eight (28) days notice. The employee also may change their itinerary subject to the supervisor's approval. Employees may not schedule more than six (6) consecutive work days.

Overtime liability for Fish and Wildlife Division employees only occurs:

- a. in callback situations under this Agreement,
- b. when an employee works more than eighty (80) hours in a two (2) week work period, or
- c. when a Supervisor changes an approved itinerary.

Where the employee's supervisor changes an employee's itinerary requiring the employee to work in excess of their scheduled hours per day, or changes an itinerary requiring the employee to work more than forty (40) hours in a work week, overtime liability occurs and hours worked in excess of their schedule or in excess of forty (40) will be paid at the overtime rate. The workday starts at 12:01 a.m. and ends at 11:59 p.m. the same day. (See Article 17.1.4.) An employee who does not work eighty (80) hours within the itinerary period will be required to take appropriate leave.

An employee may voluntarily adjust hours/shifts with supervisory approval. Such adjustments will not result in overtime liability.

Employees' days off may be changed by their supervisor without incurring overtime liability, but only for reasons relating to operational needs (but not to include the avoidance of court overtime).

Employees shall be entitled to the travel time provisions of this Agreement.

The Employer shall not split shifts to avoid court overtime. However, when required by operational priorities, shifts may be split into segments.

Nothing in this section prohibits a supervisor from allowing an employee to submit more than one itinerary at a time for approval.

### **16.2.1 Drug Enforcement and Evidence Section Itinerary.**

Employees assigned to the Drug Enforcement Section shall submit an itinerary on a weekly basis. Evidence Program employees shall submit an itinerary on a monthly basis or other timeframe as mutually agreed upon between the employee and their supervisor. The employee's supervisor may approve, deny, make changes, or reschedule the employee for operating needs (but not to include the avoidance of court overtime). Once set, an itinerary may also be changed by their supervisor for operating needs (but not to include the avoidance of court overtime). An irregular hours liability will only accrue for a change after the itinerary is set. The irregular hours liability is limited to the shift in which the change occurs. The employee also may change their itinerary subject to the supervisor's approval with no liability to the Department.

Overtime liability for these employees only occurs in callback situations under this Agreement, or where the employee works more than forty (40) hours per week, except for irregular shifts. Where the employee's supervisor changes an employee's itinerary requiring the employee to work in excess of eight (8) hours per day, overtime liability occurs. (See Article 17.1.4.)

The Employer shall not split shifts to avoid court overtime.

### **16.2.2 Sergeant's Itinerary.**

Sergeants shall submit an itinerary on a weekly basis. The employee's supervisor may approve, deny, make changes or reschedule the employee for operating needs (but not to include the avoidance of court overtime). Once set, an itinerary may also be changed by their supervisor for operating needs (but not to include the avoidance of court overtime). An irregular hours liability will only accrue for a change after the itinerary is set. The irregular hours liability is limited to the shift in which the change occurs. The employee also may change their itinerary subject to the supervisor's approval with no liability to the Department. Nothing in this Section precludes a supervisor from pre-authorizing a Sergeant's request for day to day adjustments within the itinerary.

Upon approval from their supervisor, a patrol sergeant may work a four (4) ten (10) schedule when the following occurs:

- a. three (3) or more patrol sergeants are assigned to the area command, and
- b. the hours worked match the area command's latest night shift schedule or at least until 2 a.m.

Approval to work the four (4) ten (10) schedule described above will not be arbitrarily withheld.

Overtime liability for these employees only occurs where the employee works more than forty (40) hours per week, except for irregular shifts. Where the employee's supervisor changes an employee's itinerary requiring the employee to work in excess of eight (8) hours per day, overtime liability occurs.

(See Article 17.1.4.)

The Employer shall not split shifts to avoid court overtime. If a Sergeant works overtime hours during the work week, the Sergeant will not be required to deviate from the Sergeant's itinerary.

### **16.3 Itinerary Practices.**

The itineraries referred to in this article shall have regularly assigned days off. For Fish and Wildlife Offices with more than one (1) employee, the supervisor shall designate the various sets of days off. The employees will agree among themselves who gets which set of days off. In the event there is no agreement among the employees, the supervisor shall assign days off. An itinerary shall be considered set if it is not changed or rejected by a supervisor within forty-eight

(48) hours of its submission. Employees may not change days off once set without supervisory approval.

Nothing in this article prevents an employee from scheduling, and a supervisor from approving, a schedule other than a 5-8.

Each Fish and Wildlife Division member has two (2) regular days off, an employee may submit a bi-weekly itinerary with days off that vary from the employee's regularly scheduled days off and a supervisor may approve such an itinerary. The employee's supervisor may approve a bi-weekly individual itinerary other than a 5/8 but is not required to do so. The employee's supervisor may not deny an itinerary request that is operationally neutral. Approval of a bi-weekly itinerary other than a 5/8 for a particular employee does not set a precedent for that employee, other employees and/or subsequent itineraries.

*REV: 2015, 2017, 2019*

See LOA: [Canine Handlers, Crash Reconstructionist](#)

## **ARTICLE 17 - OVERTIME**

### **17.1 Overtime.**

**17.1.1** Except for specific provisions of this Agreement to the contrary, employees shall be compensated at the rate of one and one-half (1 ½) times their regular rate of pay for overtime work under the following conditions:

All hours worked in excess of the daily scheduled shift (minimum of eight (8)-hour work day).

All hours worked in excess of forty (40) hours in any one (1) week with the exceptions of variances in the work week caused by rotating days off, shift changeovers, other approved alternative schedules, and split shifts.

**17.1.2** No employee may work overtime hours except at the direction of the Employer.

**17.1.3** Where the Employer requests a physician's statement under this Agreement, the time the employee spends obtaining the physician's statement shall be treated as follows: If the Employer requests the statement while the employee is on sick leave status before the employee has returned to work, the employee shall be entitled to no additional compensation for obtaining the statement.

If the Employer requests the statement after the employee's sick leave status has ended, the time spent by the employee shall be counted as time worked under this article.

**17.1.4** In the event an employee utilizes sick leave for all or part of a work day and the employee works hours adjacent to their regular scheduled shift during which sick leave was taken, the employee will accrue overtime when the actual hours worked exceed the number of hours originally scheduled. When an employee utilizes sick leave subsequent

to a mandatory overtime assignment, such sick time may be considered hours worked. The Employer will not require unscheduled work for such employee unless necessitated by unforeseen circumstances. Such unscheduled hours will reduce sick leave usage on an hour-for-hour basis.

## **17.2 Regular Rate.**

As used in this Article, "regular rate" shall be defined as the term is defined in the Fair Labor Standards Act.

## **17.3 Compensatory Leave.**

**17.3.1** An employee may choose to accrue compensatory leave in lieu of overtime payments. There shall be a maximum accumulation of one hundred eighty (180) hours of compensatory leave at any one time in lieu of overtime pay for each employee.

**17.3.2** On December 1 and June 1 of each year, the Department may make cash conversions of any portion of hours exceeding forty (40) hours in compensatory leave banks. Conversion formulas will be uniform in application to bargaining unit members. Members with a balance exceeding one hundred eighty (180) hours are not eligible for cash out of the excess hours.

See also Article 19.1.2 regarding additional cash out options.

**17.3.3** The Employer may require that overtime compensation be in the form of compensatory leave, (up to the one hundred eighty (180) hour maximum accumulation) if budgetary constraints facing the Employer reasonably dictate such a result.

**17.3.4** Any employee who earns additional overtime while at the one hundred eighty (180) hour maximum accumulation of compensatory leave, whether the employee has reached the maximum accumulation through voluntary accumulation or owing to the Employer's exercise of its rights under Article 17.3.3 shall be compensated for such overtime in the form of cash.

**17.3.5.** The usage of compensatory leave shall be governed by the standards contained in the Fair Labor Standards Act but will require a reasonable notice of not less than seven (7) days. Compensatory leave may be used with less than seven (7) days notice at a time mutually agreeable with the employee and employee's supervisor.

Compensatory leave time requests may be denied when special circumstances or events require the Department to increase staff above the normal staffing plan to meet the operational needs of the special event or circumstance.

Employees assigned to the Northern and Southern Command Centers shall not be allowed to take compensatory leave on Thanksgiving, Christmas or New Year's Day unless in conjunction with a bid vacation.

## **17.4 Recruit.**

### **17.4.1 Recruit Schools.**

Recruits, including lateral transfers, attending the Pre-Academy, DPSST Basic, Advanced Academy and/or Police Career Officer Development schools shall be compensated at the appropriate monthly salary for the classification as set forth in this Agreement. Recruits assigned to Pre-Academy, DPSST Basic, Advanced Academy or Police Career Officer Development schools may be scheduled to work irregular shifts or hours without the Employer incurring overtime or penalty payment liability. Additional compensation shall only be paid for hours worked in excess of forty (40) hours in each work week. A work week is defined for this agreement as 12:00 am Sunday through 11:59 pm Saturday. Hours worked in excess of the forty (40) hours in each work week will be compensated in the form of compensatory time at a rate of one-and-one half (1 ½) times the employee's regular rate of pay. Compensatory time will continue to accrue until the recruit has earned one hundred eighty (180) hours, at which time all additional hours earned, shall be paid in cash. Section 17.1.4 is applicable to this section.

Reclassified employees who are assigned to attend Pre-Academy school shall have their accumulated compensatory leave cashed out at their prior classification's rate of pay prior to starting school. Reclassified employees shall be compensated and earn compensatory leave as provided herein while attending the Pre-Academy school.

The Employer may schedule a one (1) hour unpaid lunch during Pre-Academy, DPSST Basic, Advanced Academy and/or Police Career Officer Development schools.

### **17.4.2 Recruit Office Training.**

Recruits who report to their assigned worksite before or in between schools or upon completion of Advanced Academy may be assigned to work irregular shifts or hours without any penalty payment or liability. Recruits who work in excess of forty (40) hours in a week will be compensated in the form of overtime pay. Section 17.1.4 is applicable to this section. A recruit may choose to accrue compensatory leave in lieu of overtime payments up to one hundred eighty (180) hours, at which time all additional overtime hours worked shall be paid in cash.

Upon assignment to solo patrol the other provisions of Article 14 and 15 apply.

### **17.4.3 Recruit Travel and Mileage Reimbursement.**

Recruits are authorized travel time for one (1) round trip to the training site from their worksite in an on-duty status for each of the following trainings: Pre-Academy, DPSST Basic, Advanced Academy, Police Career Officer Development and Regional or Basic schools. Travel authorized in a personal vehicle shall be reimbursed at the rate provided in DAS policy.

## **17.5 Training.**

Employee(s) will be compensated at the rate of time and one-half (1 ½) if they are required to travel or work on a day off to accommodate training. The Employer may schedule a one (1)-hour unpaid lunch period on work days devoted to training. Bargaining unit members may be authorized travel time for one (1) round trip to the training site from their worksite in an on-duty status, in either a Department vehicle or personal vehicle. Sworn personnel traveling in marked State Police vehicles shall be in uniform. Unmarked Department vehicles may be authorized for after hours transportation within a thirty (30) mile radius of the training in combination with authorized lodging.

## **17.6 Command Center Mandatory Overtime.**

Each Command Center will establish and maintain a committee for the purpose of determining how and when mandatory overtime is to be assigned. Each committee will be comprised of a minimum of one (1) supervisor designated by the Command Center Manager and up to three (3) employees assigned by the Association Site Representative. In the event that an Association Representative is not available, the Association Region Representative shall assign the committee participants. In addition, the Command Center Manager, OPS/Human Resources Representative and Association Site Representative may participate as members as they see fit. The Committee shall determine mandatory overtime rules in each individual center to ensure a fair and equitable assignment of mandatory overtime. Once rules are established, the Committee will meet as needed, upon the request of either party, but no less than once per year to make changes or updates to the rules and address any concerns or issues that arise. The Committee will determine appropriate remedies for violations of the mandatory overtime rules.

*REV: 2015, 2017, 2019*

## **ARTICLE 18 - CALLBACK, IRREGULAR HOURS, AND OTHER PAYMENTS**

### **18.1 Callback.**

**18.1.1** When called to duty on a day off or on a duty day after a break in service to attend court or administrative hearings, other than grievance arbitrations to which the Association and the State are parties, if the appearance(s) cannot be rescheduled, a minimum of three (3) hours at time and one-half (1½) will be guaranteed. Any hours worked exceeding three (3) will be paid at time and one-half (1 ½). If more than one (1) appearance is scheduled within a three (3)-hour period, it will be considered as one (1) callback. However, when a court appearance is scheduled within one (1) hour of an employee's shift, the shift may be adjusted or extended as long as overtime payment is made.

**18.1.2** When called to duty on a day off other than a court appearance or administrative hearings other than grievance arbitration to which the Association and the State are parties, a minimum of three (3) hours of time and one-half (1 ½) will be guaranteed. Any hours worked exceeding the three (3) hour minimum will be paid at time and one-half (1 ½).

**18.1.3** When called to duty other than a court appearance or administrative hearing on a duty day after a break in service, a minimum of three (3) hours of time and one-half (1 ½) will be guaranteed. However:

**18.1.3.1** An employee's shift may be extended at any time by calling out the employee prior to their next shift and requiring that the employee continue working through their scheduled shift. The employee shall be paid at the overtime rate for the first two (2) hours of the shift extension.

Front end shift extensions longer than two (2) hours but less than three (3) hours shall be considered a callback. If the front end shift extension is three (3) or more hours in duration, the employee shall be paid at the overtime rate for all hours worked on the shift extension. An employee may be required to continue working at the end of their shift and they shall be paid, at the overtime rate for all hours in excess of the daily scheduled shift (minimum of eight (8)-hour work day). (See Article 17.1.4.)

**18.1.4** If the employee is called back to work, and is instructed by a supervisor to respond immediately, the employee's time worked begins with the supervisor's request. For purposes of this Article, the word "immediately" means any required response within a two (2) hour period of time from the supervisor's request. Otherwise, the callback begins with the time the employee reports for work at the employee's assigned duty station.

**18.1.5** It is the intent of the parties that there shall be no "make work" assigned to employees who are called back to work for court appearances unless the employee receives an additional callback. If the employee is called back to work in an emergency situation, the employee can be assigned by the Department to handle other emergency situations occurring during the period of the callback without the Department incurring two callback payment liabilities.

**18.1.6. Sergeant Telephone On-Call.** The Parties recognize the need to have lead workers and supervisors available to communicate Agency directives during all hours of the day, due to the nature of our profession. When no supervisor or lead worker is on duty, area command and section/unit leaders are expected to establish Telephone On-call lists. Employees listed on the Telephone On-Call lists may be contacted if circumstances dictate communication or return to duty status.

Sergeants, as lead workers, play a key role in the Agency leadership efforts and will serve in Telephone On-Call rotation(s). While serving as the designated Telephone On-Call, off-duty Sergeants will not have their personal movements or actions restricted. Sergeants assigned as the Telephone On-Call for a work unit or location must notify their supervisor and reassign their Telephone On-Call responsibilities if they are going to engage in activities that would prohibit their ability to fulfill their obligations. Sergeants intentionally refusing to respond when assigned Telephone On-Call may be subject to discipline.

Sergeants who receive or initiate a telephone call or text requiring an immediate response which calls them back to duty shall be compensated for the telephone call or text at the applicable rate for the length of the telephone call or text or a minimum of thirty (30) minutes, whichever is greater. In the event that a single incident generates multiple telephone calls or texts the Sergeant shall be compensated for the total time at the applicable rate from the start of the first (1<sup>st</sup>) telephone call or text to the end of the last telephone call or text so long as the time between telephone calls or texts is one (1) hour or less. In the event the period between telephone calls or texts is longer than one (1) hour the Sergeant shall be compensated as provided above with the thirty (30) minute minimum.

Sergeants covered by this Section are not eligible for On-Call compensation as described in 18.3.

**18.1.7 Field Investigation/Crime Scene Rotation and Response.** The Parties recognize that Forensic Scientists who are trained and assigned by management to respond to crime scenes after hours provide an important service in the criminal justice system. Management in each lab (Portland, Pendleton, Bend, Springfield and Central Point) shall establish a rotation list of employees who are qualified and approved to respond. Forensic Scientists assigned as the primary rotation contact for their lab and location must notify their supervisor if they are unable to timely respond. Such notification is not subject to disciplinary action. A timely response is considered arriving at the laboratory as soon as possible but no later than three (3) hours from the request. Nothing in this provision precludes management from calling another employee for voluntary response.

Field Investigation/Crime Scene Team members who are called to respond immediately to crime scenes outside of an employee's scheduled work hours shall be compensated at the rate of double time and a half (2.5) for the length of the call-out or until the employee's regular scheduled shift begins. The call-out begins when the supervisor notifies the employee. However, if an employee is not required to respond immediately they will be compensated when they report to work. Double time and a half (2.5) will not be paid for call-outs that run contiguous to the end of an employee's scheduled work hours.

Management reserves the right to assign and remove trained and qualified Forensic Scientists from crime scene team duties. Removals are not subject to the Just Cause standard and are not grievable.

This Section does not create on-call status per Section 18.3.

## **18.2 Irregular Hours.**

This Section applies only to Article 16.1 (F&W), and 16.2 (DES) Itineraries.

Article 18.2 will only apply when the employee's schedule is changed once it is set. An employee's shift may be adjusted at any time by calling out the employee prior to their next shift and adjusting the starting and stopping time of the daily scheduled shift or for employees on an itinerary, in excess of the scheduled shift.

**18.2.1 Base Starting Time.** If, during a work week, an employee works a shift with a starting time different than the "base starting time" for the employee, the employee shall be paid one-half (1/2) hour of additional compensation for each hour the starting time of any shift varies from the "base starting time." The "base starting time" shall be the first hour the employee works during the workweek except where the employee's shift has been extended.

**18.2.2 Voluntary Split Shifts.** If an employee voluntarily splits a shift on the first day of the workweek, the "base starting time" shall be the first scheduled non-split shift the employee works that week.

**18.2.3 Voluntary Irregular Hours.** The parties agree that employees will be allowed to voluntarily work irregular hours without penalty to the Employer unless the employee works more hours than the employee's regularly scheduled shift. These provisions apply when an employee wishes to: change days off; change the length of the work shift (e.g., to or from 4-10 and 5-8 work shifts); change the starting time of the work shift; and, change to a work week with non-consecutive days off.

**18.2.4** Nothing in the Collective Bargaining Agreement forbids the employee from voluntarily adjusting their work schedule provided prior supervisory approval is obtained. If approval is not granted, the decision is final and not subject to the grievance procedure.

### **18.3 Standby and On-Call Duty Time.**

Employees who are placed on standby or who are on on-call status shall be compensated at seventeen percent (17%) of their straight time rate for the time they are on standby.

### **18.4 Pyramiding.**

There shall be no pyramiding of overtime under this Article and Articles 17 and Article 19.

### **18.5 Safety Release Time.**

Employees working eighteen (18) or more hours in a twenty-four (24) hour period shall be given sufficient paid safety break straight time to provide an eight (8) hour rest period before resuming their special duties shift. This does not require the employer to pay for normal time off.

In the event the Employer is unable to provide eight (8) consecutive hours of rest, employees will be compensated at the rate of one-point-five (1.5) times their regular rate of pay for all hours worked until they have received eight (8) consecutive hours of rest.

Up to eight (8) hours of safety release time will be provided to complete the regular shift. With supervisory approval, employees working a ten (10) hour shift may use accrued leave to cover their regular shift.

An employee must receive supervisory approval to work more than sixteen (16) consecutive hours where practicable or to return prior to completing the eight (8) hour rest period. This provision does not waive mandatory court obligations.

*REV: 2017,2019*

## **ARTICLE 19 - HOLIDAYS**

### **19.1 Holiday Leave Bank.**

A leave bank is established in lieu of traditional holiday leave. Each employee will earn six-point-six seven (6.67) hours of leave per full calendar month of paid employment (pro-rata share if the employee is less than full time), with an annual maximum accrual of eighty (80) hours.

Holiday leave may be taken, once earned, at a time mutually agreeable between the employee and employee's supervisor.

#### **19.1.1 Excess Accrual.**

Leave accrued in excess of eighty (80) hours will be lost, unless an employee has submitted a written request to use holiday leave, with twenty-eight (28) days advance notice, and the use of leave is denied. Only those hours which accrued in excess of eighty (80) hours, for the month that leave was denied, will be authorized for cash compensation (maximum of six-point-six seven (6.67) hours). The rate of pay will be the hourly rate of the employee.

A copy of the denial must be submitted to the Payroll Section for payment in the month of the denial.

#### **19.1.2 Holiday Leave / Compensatory Leave Bank Cash Out.**

An employee may submit a written request to their supervisor for cash out payment of a minimum of eight (8) hours of their accrued holiday leave or compensatory time bank in a month. This request must be submitted no later than the first business day following January 1, of the last year of the biennium. Such requests shall not exceed seventy-two (72) hours in total combined holiday leave and compensatory time during the term of this Agreement.

#### **19.1.3 Separation of Service.**

Upon retirement, separation of service, or death, the hours remaining in the holiday leave bank will be compensated in the same manner and at the same hourly rate as salary.

### **19.2 Personal Leave.**

All full-time employees, after six (6) full months of employment are entitled to twenty-four (24) hours of personal leave with pay each fiscal year (July 1 - June 30). Such leave may be taken as mutually agreed to by the supervisor and the employee and is not cumulative from year to year.

### **19.3 Paid Leave Day.**

**19.3.1** All full-time employees as of December 1 of each year shall receive eight (8) hours of paid leave. Such leave may be taken as mutually agreed to by the supervisor and the employee and must be used by November 30 of the next calendar year.

**19.3.2** 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. Such day results in eight (8) hours paid leave to be taken as provided in Article 19.3.1.

### **19.4 Work on Thanksgiving, Christmas, New Years, Labor Day and Memorial Day.**

Employees who work on the Holiday shall be compensated at the current rate plus one half (1/2) the regular rate of pay for each scheduled hour worked between 12:01 a.m. and 11:59 p.m. on New Years, Memorial Day, Labor Day, Thanksgiving and Christmas. For hours worked which extend the regularly scheduled holiday shift, and/or for employees called back to work, the employee shall be compensated at double time and one-half (2.5) hours on the above days.

Employees who don't work on the Holiday may utilize an appropriate leave or work their regularly scheduled shift without additional compensation to maintain a forty (40) hour workweek.

Telecommunicators that work a holiday on a regularly scheduled day off shall be compensated at double time and a half (2.5) hours for actual hours worked on the holiday.

All hours worked in addition to scheduled hours, hours worked as callback from vacation or a day off, and unworked callback hours, will be paid in accordance with the governing provisions of the Agreement.

### **19.5 Make Up Time.**

Employees who accrued make up time off prior to the effective date of this contract shall be entitled to use such time and to convert any remaining time upon separation from service, under the terms existing on June 30, 1991.

### **19.6 Leave Approval**

Employees will submit Holiday Leave and Personal Leave time off requests to their supervisor. Upon receipt the supervisor will have fifteen (15) days to approve or deny the requests. If the employee is not notified that the leave request is approved or denied within fifteen (15) days, the request will be considered approved.

*REV: 2015, 2017, 2019*

## ARTICLE 20 - VACATION

### 20.1 Accruals.

Paid vacation leave is earned each month of paid employment at the following rates:

| YEARS | HOURS/MONTH | DAYS/YEAR |
|-------|-------------|-----------|
| 0-5   | 8           | 12        |
| 6-10  | 10          | 15        |
| 11-15 | 12          | 18        |
| 16-20 | 14          | 21        |
| 20-25 | 16          | 24        |
| 25+   | 18          | 27        |

For purposes of the above table, an employee's "years" shall be the employee's total service with the State of Oregon.

Newly hired employees who have held a comparable position with another governmental jurisdiction shall accrue vacation at a rate that reflects both their years of service with that jurisdiction and their years of service with the State of Oregon. The accruals above shall be pro-rated for part time employees. be granted an initial vacation leave bank for use after three (3) months of employment at the following schedule:

| YEARS | HOURS/MONTH |
|-------|-------------|
| 3-5   | 20          |
| 6-10  | 40          |
| 11+   | 80          |

### 20.2 Selection of Vacation Times.

Subject to the reasonable operating needs of the Employer, vacation time shall be selected on the basis of departmental seniority on an office-by-office basis, (Sergeants shall bid separately by area command). The Employer may not black out days as totally unavailable for bid. As part of the seniority bid process, an employee may bid for vacation days not to exceed their annual accrual. Signups shall commence on October 1 and end December 15. The results of signups shall be posted by December 31 showing the approval or denial of the vacation request. The Association worksite representative shall be responsible to circulate the vacation schedule during the signup period. The maximum number of working days an employee has to sign up for vacation leave during the signup period shall be determined by each worksite. Employees who do not sign up during their signup period will waive their rights for selection based on seniority. If an employee transfers into a station or worksite after the cut off date for scheduling of vacations, the employee shall not be entitled to exercise his/her seniority for vacation purposes for the balance of that calendar year. The employee who transfers and his/her new supervisor will schedule a mutually agreeable time for vacation leave.

Subject to supervisory approval employees may add or change vacation days after the initial vacation signups; provided, however, that such changes shall not displace the already selected vacations of other employees.

### **20.3 Accrual Limitations.**

An employee may accumulate up to a maximum of three hundred fifty (350) hours of vacation leave. Only two hundred fifty (250) hours of vacation may be cashed out upon termination of employment.

The Employer shall provide vacation leave accrual and balance information on each employee's paystub. When an employee is about to lose vacation credit due to accrual limitation because of the Employer's insistence that the employee be at work during a scheduled vacation period, the Employer shall permit the employee sufficient leave to prevent loss of vacation credit. The Employer shall make a reasonable good faith effort to permit such vacation at a mutually agreeable time. If the employee makes such request after the 15<sup>th</sup> of the month, the Employer may assign the vacation time to be taken.

### **20.4 Death or Termination.**

In the event of termination of an employee who is otherwise entitled vacation credits, the employee shall be entitled to payment for earned vacation leave. In the event of death, earned but unused vacation shall be paid in the same manner as salary.

### **20.5 New Employees.**

New employees shall not be credited with their vacation earnings until they have completed six (6) months of service with the Department. Similarly, an employee entering the service of the Oregon State Police from another state agency may be credited with up to eighty (80) hours of previously earned vacation; however, such accruals shall not be credited until satisfactory completion of a twelve (12) month consecutive period with the Department.

### **20.6 Disallowance of Vacation Time.**

The Employer may disallow the taking of any vacation leave by employees subject to the reasonable staffing needs of the Employer. Non-bid vacation leave requests will be considered on a first (1<sup>st</sup>) come first (1<sup>st</sup>) served basis. Upon receipt of a non-bid vacation request the supervisor shall have fifteen (15) days to approve or deny the request. If the request is not approved or denied within fifteen (15) days of receipt it will be considered approved.

For Command Centers Only, vacation leave may not be used for unexpected, unplanned absences that were not pre-authorized. Exceptions may be made by the employee's manager on a case by case basis.

## **20.7 Callbacks from Vacation.**

**20.7.1** In the event that an employee is required to be called back to work by the Department for any purpose during a period of authorized vacation leave or days off adjacent thereto where the vacation has been approved by the Department more than thirty (30) days prior to the callback, the following rules shall apply:

**20.7.1.1** If the callback is on the employee's regular work day, the employee shall receive his/her regular straight time pay for the day, shall not be charged for the vacation day worked and shall be paid overtime for the time worked on the callback (subject to callback minimum payments, where applicable).

**20.7.1.2** If the callback is on the employee's regular day off, the employee shall be paid overtime for the time worked on the callback (subject to callback minimum payments, where applicable), and shall receive an amount of straight time compensatory leave equal to the length of the employee's regular work shift for each day worked on the employee's days off.

**20.7.1.3** When an employee is directed by the supervisor to travel in response to a callback, travel up to the length of the employee's normal shift, will be administered per (A) or (B) below:

(A) When travel occurs on a scheduled workday, vacation time will be restored on:

(1) an hour-for-hour basis up to one half (1/2) the length of the employee's normal shift, or

(2) when travel exceeds one half (1/2) the employee's normal shift, vacation time equal to the employee's normal shift will be restored.

(B) When travel occurs on a regular day off, straight compensatory leave will be credited as per (A) (1) or (A) (2) above.

**20.7.2** If the callback occurs during vacation time or days off adjacent thereto where the vacation was approved by the Department thirty (30) days or less prior to the callback, the following rules shall apply:

**20.7.2.1** If the callback is on the employee's regular work day, the employee shall receive overtime for the time worked on the callback (subject to callback minimum payments, where applicable), shall receive straight time wages for the full day, and shall have vacation hours equivalent to the employee's regular work shift less actual hours worked on the callback deducted from his/her vacation account.

**20.7.2.2** If the callback is on the employee's regular day off, the employee shall be paid overtime for the time worked on the callback (subject to callback minimum

payments, where applicable), and shall be paid an amount of straight time compensatory leave equivalent to the actual hours worked on the callback.

**20.7.3** Vacation callback only applies to days off adjacent to vacation leave use when the employee has vacation both immediately before and after their day off, or at least two (2) days adjacent thereto.

**20.7.4** In addition, the Employer shall reimburse the employee for all reasonable travel costs associated with traveling to and from the worksite. Employees shall not be placed on standby on days off adjacent to a vacation period unless emergency conditions exist.

**20.7.5** The Employer may not delay the approval of vacation requests for the purposes of avoiding the payments called for in this section.

## **20.8 Cash Out of Vacation.**

The employee shall be allowed to cash out up to eighty (80) hours of accumulated vacation time each year when the employee requests vacation time and is denied, and such denial causes a reasonable expectation on the part of the employee that accumulated hours of vacation time belonging to the employee will be lost.

*REV: 2015, 2017, 2019*

See LOA: [Alternative Vacation Bidding Southern Command Center](#)

## **ARTICLE 21 - SICK LEAVE**

### **21.1 Accrued Sick Leave.**

Accrued sick leave shall be earned for the purpose stated herein by each employee at the rate of eight (8) hours for each full calendar month of service, commencing with the date of employment. Sick leave accruals will be pro-rated for part-time employees.

### **21.2 Utilization for Illness or Injury.**

An employee may utilize allowance for accrued sick leave when unable to perform their work duties by reason of illness, bodily injury or disability due to pregnancy, reasonable medical or dental care, or exposure to contagious disease(s). In such event, the employee shall notify their immediate supervisor or the on-duty supervisor of absence of same. The employee shall also state the nature and expected length thereof, as soon as possible prior to the beginning of their regularly scheduled work shift, unless unable to do so because of the urgency of the circumstances. If a supervisor is unavailable, a message may be left with dispatch. In addition, sick leave may be used for necessary medical and dental care that cannot be scheduled during the employee's off-duty time. The employee shall give as much notice as possible to the supervisor of the need for the use of sick leave for the pre-scheduled appointment. The Employer may, at its option, reasonably require a physician's statement of the nature and the need for the employee's absence and an estimated duration of the absence for any circumstance which causes an employee absence in

excess of three (3) days or at any time if the Employer believes the employee may be abusing the sick leave privilege.

If the Employer requires a physician's statement, the cost of obtaining the statement shall be paid for in one of the following ways:

**21.2.1** If the cost of obtaining the statement is not covered by the employee's insurance, payment by the Employer upon presentation of a verified bill.

**21.2.2** If the cost of obtaining the statement is partially or totally covered by the employee's insurance, submission to and payment by the insurance carrier. Upon presentation of the insurance statement, the Employer will reimburse the employee for the uncovered portion.

### **21.3 Family Sick Leave.**

Employees may also use sick leave where there is an illness in their immediate family, in order to provide assistance and/or care to the ill relative or to care for the employee's family. For the purposes of this section, the immediate family shall be defined as persons living in the employee's household, including a domestic partner and parents, children, brothers and sisters who may not be living in the household.

### **21.4 Integration with Worker's Compensation.**

Any employee who is off work due to an injury which is compensable under the Oregon Workers' Compensation Act will receive compensation under the Act.

**21.4.1** Sworn employees will not be charged sick leave for up to fifteen (15) months commencing from date of injury for the injury covered by Workers' Compensation and the Department will supplement the Worker's Compensation time loss benefits with payments of one-third (1/3) of the employee's salary during this period.

**21.4.2** Sick leave time off will not be charged to the employee for injuries covered by Workers' Compensation unless (1) In the case of non-sworn employees, upon the first day of absence, on a pro-rata basis to supplement the amount of time loss received by the employee, or (2) In the case of sworn employees after fifteen (15) months of absence on a pro-rata basis to supplement the amount of Worker's Compensation time loss payments received by the employee.

**21.4.3** During the period of disability, the employee shall continue to receive all forms of compensation (salary, step increases, incentive pay, all insurance, etc.), and shall accrue sick time, holiday time and vacation time during the period of disability but shall not receive premium pay such as shift differential, etc.

**21.4.4** Employee's may cash out up to forty (40) hours of compensatory, vacation or holiday time during a period of Worker's Compensation time loss in addition to the annual

cash out cap. Cash out of leave under this provision is limited to forty (40) hours per calendar year.

## **21.5 Sick Leave Without Pay.**

**21.5.1** Upon application by the employee, sick leave without pay may be granted or renewed by the Employer for up to six (6) months after accrued sick leave, vacation and holiday time have been exhausted. When the employee goes into sick leave without pay status they will not accrue benefits. The Employer may require that the employee submit a certificate from a physician periodically during the period of such disability.

**21.5.2** Any approved leave without pay status shall run concurrently with any periods that the employee receives sick leave donation pursuant to this Article. At the end of the first (1<sup>st</sup>) six (6) month period of approved sick leave without pay status, the employee may submit a request to the Superintendent for a second (2<sup>nd</sup>) sick leave without pay period for up to six (6) months. The Superintendent is not obligated to grant such request. If, at the conclusion of the second (2<sup>nd</sup>) six (6) month period in a sick leave without pay status, the employee remains unable to return to work, the Employer will confer with the employee and the Association and proceed with separation in accordance with applicable law, policy and contract provisions.

## **21.6 Sick Leave Conversion at Retirement or Death.**

Fifty percent (50%) of accumulated, unused sick leave shall be converted to retirement benefits pursuant to the Public Employees Retirement Act.

## **21.7 Leave Credit Following Re-Employment.**

An employee who is recalled by the Employer following a layoff, shall have sick leave credits accrued during the previous employment, restored. An employee who is re-employed following a leave without pay which was less than two (2) years shall also have sick leave credits, accrued during the previous employment, restored.

## **21.8 Confirmation of Ability to Work.**

In the event of a question by the Employer concerning the employee's ability to work, the Employer may reasonably require that the employee be examined by a physician of the Employer's choosing and at the Employer's expense. If the Employer orders an employee to submit to a psychological fitness for duty examination, the employee shall choose the examining psychologist/psychiatrist from a panel agreed to between the Association and the Employer. The Employer will schedule the appointment(s).

If the employee is found not to be fit for duty, the employee may not return to work until they are released by their personal health care provider or by the original examining doctor. The employee will notify the department of the name of their personal health care provider. In the event the

employee's personal health care provider or the original examining doctor releases them and the Employer has a question concerning the employee's psychological or physical ability to work, the Employer may reasonably require that the employee be scheduled for examination by a doctor from the panel or Employer's doctor, as appropriate, at the Employer's expense. The employee will be placed on paid administrative leave during the period of confirmation following the employee's release by their personal health care provider.

The Employer may not compel a physical/psychological evaluation of an employee unless the examination is job related and consistent with business necessity, terms which will be construed consistent with the ADA. It is the intent of the parties to protect to all extent possible the privacy and confidentiality of the employee's medical information. If the Employer requires such an evaluation, the employee shall request that the evaluator provide the following information: (1) If the individual is fit for duty, simply so state; (2) If the individual is not fit for duty, provide only that information or history which your professional judgment is directly related to the individual's job and why the individual cannot perform the work.

## **21.9 Sick Leave Donation.**

**21.9.1** An employee may donate sick, vacation and/or personal leave time to another employee who has exhausted all sick leave and is in documented need of sick leave due to illness. "In documented need of sick leave due to illness" is intended to cover employees, or to care for immediate family members, experiencing bodily damage (broken bones, etc.) or catastrophic illness. To qualify, an employee must reduce all paid leave banks (except sick leave which must be reduced to zero) to a cumulative total of forty (40) hours or less. Employees, generally, should not request donated leave for illness or injury whose duration is expected to be less than fourteen (14) days. The sick, vacation and/or personal leave time will be valued at the donating employee's current rate of pay, and then converted to the appropriate amount of time based on the donee's current rate of pay. (For example, if an employee earning ten dollars (\$10) an hour donates two (2) hours of sick leave to an employee earning twenty dollars (\$20) an hour, the donee will be credited with one (1) hour of sick leave.) Employees will only be credited with the actual amount of donated leave to cover the period of absence.

OSPOA-represented employees may donate vacation leave to any eligible OSP employees and/or receive vacation leave donations from any eligible OSP employees.

**21.9.2** To be eligible, the employee must provide medical certification to the Oregon State Police Office of Professional Standards from the attending qualified health care professional identifying the specific medical condition and anticipated duration. The use of donated leave may not exceed one hundred eighty (180) calendar days. However, the parties may, by mutual agreement, extend this period for the exceptional cases. Donated leave may be used intermittently following the employee's return to work for treatment related to the qualifying absence, e.g., chemotherapy, physical therapy, etc.

**21.9.3** Should the OSPOA become aware that the recipient of donated leave is not complying with the attending physician's treatment plan, the OSPOA may discontinue access to donated leave.

See LOA: [Command Center Sick Call In](#)

REV: 2015, 2017, 2019

## **ARTICLE 22 - OTHER LEAVES OF ABSENCE**

### **22.1 Criteria and Procedure.**

Subject to its reasonable operating needs and priorities, the Employer shall make a reasonable good faith effort to grant an application for leave of absence without pay not to exceed six (6) calendar months. Such leave shall not be approved for an employee for the purpose of accepting employment outside the service of the Employer; and proof that the employee has accepted employment or entered into business may be accepted by the Employer as a resignation.

### **22.2 Voting Leave.**

If an employee is unable to vote by mail, the Employer will make a reasonable effort to allow the employee paid duty time to vote.

### **22.3 Jury Duty.**

Employees shall be granted leave with pay for service upon a jury provided that the day to be served on jury duty is a scheduled work day. Should the employee's regular schedule be other than a day shift, the Employer shall reschedule the employee to a day shift for the duration of the employee's jury service. The Employer shall not incur any liability for adjusting the shift of the employee on jury duty, or for adjusting any other employee's shift to comply with this Section. No more people than reasonably necessary will be adjusted to fill in for the shift of the employee on jury duty.

The employee may keep all fees due them for such jury duty, including personal vehicle mileage. Upon being excused from jury duty for any day, the employee shall immediately contact their supervisor for assignment for the remainder of their work day.

This Section shall only apply to those work weeks of the employee during which the employee is serving on an impaneled jury or is required to report for juror selection.

### **22.4 Military Leave.**

Employees shall receive fifteen (15) days of military leave unless a greater number of days is provided by law. In no event may an employee receive more than the number of days provided by law.

Military leave shall be granted in accordance with applicable Law and state policy. In addition, employees shall be allowed to utilize military leave for travel to and from their place of duty and

for the time spent on militarily obligated status or military duty regardless of the length of their military status or duty.

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

### **22.5 Retirement Counseling.**

Employees within fifteen (15) years of retirement shall be granted up to twenty-eight (28) hours with pay during their careers to investigate retirement programs. Such time off must be approved in advance by the Employer.

### **22.6 Parental Leave.**

During parental leave, the employee shall be allowed to use accumulated paid leave or an unpaid leave of absence for a period of up to twelve (12) weeks. The employee shall be allowed to return to work at their former worksite and Division at the conclusion of the parental leave. No employee shall be required to exhaust any form of paid leave prior to being placed on unpaid parental leave status. Sick leave usage will be allowed pursuant to State law.

### **22.7 Administrative Leave.**

**22.7.1** Employees placed on paid Administrative leave as a result of the use of force or while under investigation shall be available by phone during their normal working hours and be within forty-five (45) minutes driving time (one (1) hour driving time in the Portland Metropolitan Area) from their worksite. Upon seven (7) days notice such employees may be placed on a Monday through Friday 8:00 a.m. to 4:00 p.m. work schedule without penalty.

**22.7.2** Employees involved in the use of deadly physical force shall be placed on paid Administrative Leave without geographic restriction, until the District Attorney/Grand Jury rules on the incident, or they are otherwise directed to return to work. Employees must inform their supervisor of their location and remain available by telephone.

**22.7.3** Supervisors may grant exceptions on a case-by-case basis.

### **22.8 Dignitary Funerals and Special Functions**

When requested by the President of the Oregon State Police Officers Association (OSPOA) and prior approval has been given by a supervisor, on-duty time may be granted to an OSPOA represented sworn member who is representing the Oregon Department of State Police while in uniform when attending a funeral or other special function in another state under the following conditions:

**22.8.1** The member has been given approval by their supervisor to attend the funeral of a police officer from an out-of-state agency, or another dignitary in which the representation by the Oregon State Police would be appropriate.

**22.8.2** Unless otherwise directed by their supervisor, the member would receive on-duty time while traveling and attending the funeral.

**22.8.3** Unless otherwise directed by their supervisor, the member would not cause the Department to be liable for an overtime payment or other penalty payment incurred during the travel or attendance at the funeral.

**22.8.4** Notwithstanding any other issues that may arise from a member attending an out-of-state funeral while representing the Oregon State Police, the OSPOA agrees to defend and indemnify the Department of State Police from any legal action filed by an OSPOA represented member when the member is not directed to attend as the authorized representative of the Department. This would include but may not be limited to FLSA and Worker's Compensation actions.

**22.8.5** The OSPOA will provide all travel, lodging, meals, and other amenities necessary to make the attendance at the funeral possible.

**22.8.6** The granting of on-duty time under the above conditions may be extended to other special occasions or functions on a case-by-case approval of the Superintendent.

## **22.9 Bereavement Leave.**

Employees shall be eligible for a maximum of twenty-four (24) hours of paid bereavement leave. Bereavement leave will be pro-rated for part-time employees. The Agency may request documentation. Eligible OFLA bereavement leave shall run concurrently with paid bereavement leave. With prior authorization, after eligible OFLA bereavement leave is exhausted, employees may choose to use accrued leave or leave without pay for additional time needed to discharge the customary obligations arising from a death in the immediate family or the employee's spouse.

For purposes of this Section, "immediate family" shall include:

- Employee's or spouse's parent (includes on who stood in place of a parent when the employee was a child),
- Spouse,
- Siblings,
- Child and spouse's child,
- Grandparents,
- Grandchildren,
- Aunts, Uncles,
- Niece, nephew,
- Or equivalent of the above for domestic partners.

Immediate family includes current in-laws and step family members who qualify per the above list.

*REV: 2015, 2017, 2019*

## **ARTICLE 23 - GENERAL PROVISIONS**

### **23.1 Posting of New Work Rules.**

The Employer agrees to place a copy of new work rules in the appropriate Briefing Folders. New work rules or any proposed changes in mandatory subjects of bargaining will be provided to the Association office no less than fifteen (15) days prior to their implementation. This notice provision shall not apply in emergencies; in such cases, the Employer shall furnish the Association with the pertinent material upon the implementation of the change. New station work rules will be provided to the Association representative within five (5) days of placement in the folder.

### **23.2 Partial Closures.**

Employees who begin a regularly scheduled shift and who are not allowed to complete that shift because the Department has become aware of a safety problem requiring closure of the work site or because the Department determines its facilities for performing work are otherwise unavailable shall be compensated as if they had completed their regular shift. The Department will redeploy staff to other functions or locations should a full shift closure be implemented for the above stated reasons.

### **23.3 Outside Employment.**

Employees may engage in off-duty employment provided that the employee has submitted a written request to the Office of Professional Standards via facsimile and mail. The original copy of the request shall be submitted through the chain of command. The Superintendent shall approve or deny the request within forty-five (45) days. If no action is taken on the request within forty-five (45) days, the request is deemed approved provided, however, that the Superintendent may at a later date direct the employee to cease such outside employment if the Superintendent determines that the request does not meet the approval criteria. The Superintendent's approval will not be unreasonably withheld and shall be based upon the following criteria:

**23.3.1** That such employment does not interfere with assigned duties.

**23.3.2** That such employment does not detract from the efficiency of the employee and their work with the Employer.

**23.3.3** That such employment is not a discredit to the Department.

**23.3.4** That such employment does not pose a conflict of interest to employment with the Department. Conflict of interest is not limited to ORS Chapter 244 and also includes any actual or potential ethical problems created by outside employment and further includes

employment which could reasonably be perceived as constituting an actual or potential conflict of interest.

**23.3.5** Emergency short-term, off-duty employment requests may be verbally approved providing they cannot be timely expedited in writing. If verbally approved, a written report will be required describing the type of work, hours incurred and Employer.

#### **23.4 Individual Activity Record.**

Upon request, an employee in the bargaining unit shall have access to activity reports kept by the Department of which they are the subject. If the activity records are used to determine that an employee's performance is substandard, upon request, the employee shall receive an explanation of the basis for the substandard determination.

#### **23.5 Residence.**

An employee cannot be disciplined for their choice in the location of residence if the employee lives within forty-five (45) minutes driving time of their worksite (one (1) hour driving time in the Portland Metropolitan Area for employees assigned to Portland Area Command, Patrol, Portland Forensics Lab and Tualatin) at the time their residence is established. The driving time limits in this section may be strictly enforced by the Department. Employees who on date of signing the 1993-95 contract live outside of the residence requirement for the worksite remain in effect as previously approved by the Department.

##### **23.5.1 Resident Trooper.**

Resident Troopers shall reside within their designated patrol area as established following the signing of the 1995-97 Agreement. All persons who are designated Resident Troopers after the execution of this contract who do not have a substantial change in their patrol area shall not be required to relocate. A Resident Trooper shall be assigned in writing and is defined as one who resides and has a vested community interest within their designated patrol area. They shall go on and off duty from their residence and may or may not have a courtesy office. One (1) or more Resident Troopers shall be considered a separate work group; however, they are a subordinate of the patrol office responsible for the geographic area to which they are assigned.

#### **23.6 Promotions, Reclassifications, Appointments, and Demotions.**

**23.6.1 Promotions.** The Association may grieve the denial of a reclassification from Forensic Scientist Entry to Forensic Scientist 1. The Association may grieve the denial of a promotion from Forensic Scientist 1 to Forensic Scientist 2, or from Telecommunicator 1 to Telecommunicator 2, within the timeframes outlined in Article 12, Settlement of Disputes. In a grievance on the denial of such promotions, the issues shall be whether the individual is suitable for the promotional position.

**23.6.2 Reclassifications.** This provision applies only to classified positions within the bargaining unit.

**23.6.2.1 Employee Request for Reclassification Procedure.** Employees may request reclassification by submitting a completed and approved Position Description Form and written explanation for the proposed reclassification. The employee must identify a specific classified classification that is not specific to another State agency to the Agency Personnel Office. Employee's request for reclassification must be based on an assertion that the duties and responsibilities of a position have been significantly enlarged, diminished or altered, but the knowledge, skills and abilities required are still essentially similar to those previously required.

The OSP shall review and verify the duties assigned to the position. Within thirty (30) days after receipt of the reclassification request, the OSP shall notify the Association of its findings. If the findings indicate reclassification, the OSP shall decide to seek approval if necessary or remove the duties. OSP shall notify the employee of the action it will take.

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

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

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

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

**23.6.2.4. Downward Reclassification.** When a position is reclassified to another class that carries a lower salary range, the incumbent trial service or regular

employee shall be accorded corresponding status in the new classification. The OSP shall notify an employee in writing of a downward reclassification of the employee's position, and the specific reasons for doing so within sixty (60) days prior to the effective date.

If an employee is reclassified downward and their rate of pay is above the maximum of the new classification, their rate of pay will remain the same until a rate in the salary range of the new classification exceeds it, at which time the employee's salary shall be adjusted to that step.

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

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

#### **23.6.2.5. 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 Association 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 Association's appeal.

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

**Employer/Association Classification Appeal Committee:** The committee shall be composed of one (1) Employer representative and one (1) Association 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 Association within thirty (30) calendar days of receipt which will include the reasons for the decision. Agency management retains the right to modify duties to ensure consistency with the Agency's work, goals and objectives. If the finding of the committee determines the assigned duties are appropriately classified at a higher salary range and the Agency subsequently removes the higher level duties, the employee will receive a lump sum payment for the difference between the current salary rate including work out of classification pay already paid if any, and the appropriate salary rate for the classification as determined by the committee. This payment shall be for the time period beginning the date in which the request was received by the Agency to the date the duties are removed.

**Arbitration:** If there is no resolution, the Association may request arbitration in writing within fifteen (15) calendar days from the date of receipt of the Committee's final written decision. The Association'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 an arbitrator to hear all appeals under this provision. The arbitrator shall have experience resolving classification issues. However, each party retains the right to initiate a change in that arbitrator's appointment upon notice to the other party. If this occurs, the Parties agree to select another qualified arbitrator. The change in assigned arbitrator shall be effective for any case not yet scheduled for arbitration. The arbitrator's fee and expenses shall be paid by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable. All other expenses shall be borne by the Party requiring the service or item for which payment is to be made.

The arbitrator shall allow the Agency's decision to stand unless they conclude that the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities using the criteria specified below. In the event the arbitrator finds in favor of the proposed or alternate classification, Agency management may elect to remove/modify duties at any point during the process. However, if the Agency removes the higher level duties, the employee will receive a lump sum payment for the difference between the current salary rate including work out of

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

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

Terms used above shall be defined as follows:

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

This Section supersedes any provisions contained in the grievance procedure.

**23.6.2 Appointments.** A Trooper who has satisfactorily performed their duties, shall at the commencement of their eighth (8<sup>th</sup>) year as a trooper/recruit, be appointed the working title of Senior Trooper.

A Forensic Scientist shall, upon commencement of their ninth (9<sup>th</sup>) year of satisfactory service as a Forensic Scientist, be appointed the working title of Senior Forensic Scientist.

**23.6.3 Demotions.** An employee demoted for any reason to a bargaining unit position shall be placed at the top step of the classification demoted into. If the employee is subsequently promoted to the classification from which they were demoted from, the employee shall be placed at that step in the salary range which reflects the total years of service in the classification or higher classification to which they are promoted.

## **23.7 Training, Professional Memberships and Outside Accreditation Organizations.**

**23.7.1 Training and Outside Accreditation Services.** Forensic Services Division and Evidence Program employees who are approved to attend training, conferences, meetings or other professional events, or who perform outside accreditation services held outside the State of Oregon will be entitled to straight time compensatory time for travel that occurs on off-duty time. An eight hour work day is assumed while attending such activities, any request for overtime or compensatory time must be approved in advance. Requests to use earned compensatory time will be scheduled upon mutual agreement. Such agreement will not be unreasonably withheld.

The Department shall grant paid release time to attend up to forty (40) hours of annual training. The Department will pay the cost of initial certification for Evidence Technicians for the International Association for Property and Property, Inc, and the maintenance thereof.

**23.7.2 Professional Memberships.** On an annual basis, the Department shall reimburse Criminalist 3s, Latent Print Examiners, Forensic Scientists and Evidence Technicians/Coordinators for full membership in the Northwest Association of Forensic Scientists, the American Academy of Forensic Scientists, and International Association for Property and Evidence, as applicable to the employee's classification. The Department, subject to supervisory approval, will pay for another/ other membership(s) to a job related organization in a dollar amount not to exceed the combined cost of the Northwest Association of Forensic Scientists, the American Academy of Forensic Scientists memberships, and the International Association for Property and Evidence Inc., as applicable to the employee's classification.

## **23.8 Tuition Reimbursement.**

**23.8.1 Accredited University and College Courses.** The Employer will reimburse an employee for fifty percent (50%) of the cost of tuition and books so long as the subject matter of the course is not religious based or a discredit to the Employer.

The Employer will fund seven thousand-five hundred (\$7,500) dollars per year for the purpose of tuition reimbursement. Unused funds from year one (1) of the biennium will be carried over to year two (2) of the biennium. Reimbursement will be on a first (1<sup>st</sup>) come first (1<sup>st</sup>) serve basis.

Once fifteen thousand (\$15,000) dollars has been expended in the biennium, the employer is not obligated to issue any further tuition reimbursement, but may do so at it's own discretion.

The Department shall reimburse fifty (50%) percent of Spanish language college classes in addition to the reimbursement provided above. Reimbursement for Spanish language classes is over and above the dollar amount set forth above.

Application for reimbursement will be made on a form supplied by the Department. The original request must be submitted to the Office of Professional Standards.

Only those courses offered at an accredited university or college will qualify. Reimbursable tuition costs will not exceed those found at a state university.

A satisfactory grade of "C" or higher (or "pass" in the case of a pass/fail grading system) is required for reimbursement. In the case of a graduate program, the employee must obtain the grade level in the course necessary to continue participation in the graduate program. In the event the Employer directs the employee to attend any formal training course, all tuition, books, and incidental fees will be paid in full by the Employer.

**23.8.2 Training Offered by Professional Organizations.** The Employer may also, in its discretion, approve fifty percent (50%) reimbursement under this Section for courses, conferences, seminars or workshops offered by an appropriate professional organization. If graded, a satisfactory grade of “C” or higher (or “pass” in the case of a pass/fail grading system) is required for reimbursement. If the course, conference or seminar is not graded, a certificate or documented proof by the sponsors of attendance is required.

Prior to taking the courses or attending conferences, seminars or workshops, the employee must receive approval from the employee’s supervisor on a form supplied by the Department.

*REV: 2015, 2017,2019*

See LOA: [Command Centers Labor Management Committee](#)

## ARTICLE 24 - SENIORITY

### 24.1 General.

The Department is responsible for the administration of the budget and the identification of the positions to be laid off or transferred in connection with readjustments to staff following layoff, for effective operations. In the event a layoff of employees occur, it will be carried out in accordance with this Article.

**24.1.1** Should layoff of OSPOA-represented employees be necessary, the Department shall determine the class(es) and make every reasonable effort to inform employee(s) of their options and the process to be considered for other opportunities within State Service.

### 24.2 Definitions.

**24.2.1 Seniority List.** A current seniority list shall be maintained by the Association and provided to the Employer quarterly at no cost. The Association will provide to the Employer, a computer generated random order list of employees immediately following each new recruit class, and anytime the Department requests that a tie be broken between two or more employees with the same seniority date and in the same classification. Employees appointed to the recruit classification from another OSPOA represented classification shall be placed at the top of their recruit class based on the length of such prior service.

**24.2.2 Layoff.** A reduction in force because of loss of funds; reorganization resulting in reduction in positions; or other reasons which do not reflect discredit on the employee.

#### 24.2.3 Seniority.

**24.2.3.1 Total:** the length of service by the employee within the Oregon State Police Department following his/her most recent date of hire or rehire as an employee, unless otherwise required by statute.

**24.2.3.2 Evidence Technicians:** the length of service by the Evidence Technician within the State of Oregon for any Evidence Technician hired or rehired before October 1, 2017. For any Evidence Technician hired or rehired after October 1, 2017, seniority shall be determined by length of service in the Association.

**24.2.3.2 Classification:** upon appointment, the length of service by the employee within his/her current classification;

Trooper (Recruit, Trooper, Sr. Trooper, Criminalist 3)  
Forensic Scientist (Entry, 1, Senior Forensic Scientist 2)  
Telecommunicator 1  
Telecommunicator 2  
Emergency Vehicle Technician  
Parts Specialist 2  
Latent Print Examiner  
Sergeant

**24.2.3.3** Seniority for the purpose of vacation and shift bidding shall be based on the employee's classification seniority except as modified below:

- (1) Any employee hired in the classification of Executive Security shall keep their seniority if they are subsequently placed in the Recruit classification even if they were required to resign and be rehired unless the break in service was longer than one (1) day.
- (2) Any employee who is in an Association-represented, non-sworn classification and subsequently placed in a sworn classification shall have their seniority commence on the date of their placement in the sworn classification. If said employee subsequently returns to an Association-represented, non-sworn classification, the employee's seniority shall be based upon all time spent in an Association-represented, non-sworn classification, excluding any time spent in a sworn classification.
- (3) Any employee who is in an Association-represented, sworn classification who subsequently is placed in an Association-represented, non-sworn classification shall have their seniority commence on the date of their placement in the non-sworn classification. If said employee subsequently returns to an Association-represented, sworn classification, the employee's seniority shall be based upon all time spent in an Association-represented, sworn classification, excluding any time spent in a non-sworn classification.
- (4) Any employee in a sworn position who (other than that provided for in paragraphs 1 and 2 above) is subsequently placed in a different sworn classification shall have their seniority commence from the date they were first placed in an Association-represented, sworn classification (excluding all time in a non-represented sworn classification).
- (5) Any employee in a non-sworn classification who is subsequently placed in a different non-sworn classification shall have their seniority commence from the date they were first placed in an Association-represented,

non-sworn classification (excluding all time in a non-represented, sworn classification).

- (6) Within the Forensics Labs the Association-represented, sworn (Criminalist) and non-sworn (Forensic Scientist) shall for shift and vacation bidding only be treated as the same classification and seniority will commence from the date they were first placed in either classification.
- (7) For Evidence Technicians, seniority will be determined by the length of service within the State of Oregon for any Evidence Technician hired before October 1, 2017. For any Evidence Technician hired after October 1, 2017, seniority shall be determined by length of service in the Association.

**24.2.4 Leaves of Absence.** Authorized leaves of absence from the Department, including time spent in the armed forces, military leave of absence, authorized leaves with pay, and time lost because of duty-connected disability, shall be included in the length of service. Non-FMLA/OFLA leaves without pay in excess of fifteen (15) calendar days shall not apply to seniority. Ties in seniority shall be broken by Association lottery number.

### **24.3 Layoff.**

**24.3.1** In the event of a layoff, employees shall be laid off in the inverse order of their seniority according to his/her current classification.

**24.3.1.1** In the event of a layoff, employees in the Forensic Services Division shall be laid off in the inverse order of their total OSPOA seniority, subject to the limitation that no discipline shall have staffing reduced more than twenty-five percent (25%). In the event seventy-five percent (75%) staffing in every discipline cannot be protected, additional layoffs will be in the inverse order of OSPOA seniority within each discipline. In that case, the employee shall have bumping rights to other disciplines if the employee has been trained and competency tested in that discipline. The employee must demonstrate competency to include a Division competency test within the discipline within thirty (30) days of the layoff notice date. The test is not grievable. The disciplines are as follows:

1. Toxicology/Blood/Breath Alcohol
2. Chemistry
3. DNA
4. Latent Prints
5. Firearms
6. Biology Processing
7. Trace

**24.3.1.2** Employees laid off by discipline in the Forensic Services Division will be recalled to duty by seniority within that discipline.

**24.3.2** The Department will attempt to give as much notice and specificity as possible to an employee who may be affected by a pending layoff. In no case will a specific notice of layoff be given with less than fifteen (15) days prior to the effective date of layoff.

**24.3.3** An employee who is to be laid off, and has completed his/her trial service in a lower classification in the bargaining unit, shall be given a position in that lower classification in the bargaining unit. An employee in the TC2 classification may, in lieu of layoff, demote to the TC1 classification, a Sergeant may, in lieu of layoff, demote to the Trooper/Senior Trooper classification without having served a trial service period in that classification.

**24.3.3.1** An employee moving to a lower classification will be subject to layoff procedures in that lower classification based on seniority determined by total service in both classifications. A Sergeant shall receive credit for time in the rank of Sergeant regardless of bargaining unit status at the time they held the rank.

**24.3.4** Employees who have been laid off shall be offered paid work performed by retirees or sworn persons not authorized to perform the full duties of the position. Such offer shall be made to employees in order of seniority. The compensation will be the compensation of the position, and the employee will assume the same employment status as the employee being replaced. Employees who accept such work shall not have their recall status affected.

#### **24.4 Recall List.**

**24.4.1** No new employees shall be hired in the bargaining unit, in the classifications where there are employees in layoff status, until all employees on layoff status in that classification have had an opportunity to return to work.

**24.4.2** Laid-off employees shall be placed on a recall list. Employees moving to a lower classification(s) shall remain on the recall list for the classification(s) from which laid off.

**24.4.2.1** To be eligible for recall, employees must immediately notify the Department by certified mail, return receipt requested, of any change of address.

**24.4.2.2** The life of the recall list will be two (2) years from the effective date an employee is laid off.

**24.4.3** Unless an employee restricts his/her availability for recall, the employee will be recalled on a state-wide basis.

**24.4.3.1** Employees may designate whether they wish to have their recall limited to openings within a state-wide, region, or specific geographical area. Laid-off employees may change their recall designation by written certified mail notice to the Department.

**24.4.3.2** Any employee who restricts their availability for recall will not be offered recall options in locations outside those that they designated.

**24.4.3.3** Employees shall be recalled in order of highest seniority and preference for each recall announcement in their classification.

**24.4.3.4** When an employee is recalled to the classification from which they were laid off, the employee will have his/her classification seniority adjusted to the level at the time of layoff. The date that the Department determines it will recall employees will start a ten (10)-day grace period without further affecting an employee's seniority. If the employee does not return to work within the ten (10)-day grace period, his/her seniority will be adjusted to the level at the time of layoff upon his/her first day of work plus an additional ten (10) days of seniority.

**24.4.4** Employees being recalled shall be notified by certified, return receipt mail, sent to their last known address of record.

**24.4.4.1** Within ten (10) calendar days from the date the letter was received, the recalled employee must notify the Department of his/her decision to accept the recall position.

**24.4.4.2** Employees shall report for duty at such date as mutually agreed to by the Department and the recalled employee but, in no case, will it be later than thirty (30) days after notification of acceptance of the position unless specifically agreed in writing by the Bureau Commander to allow more time.

## **24.5 Employee Right of Refusal.**

Employees have the right of one (1) refusal before being removed from the recall list. However, a second refusal will remove the employee from the recall list.

## **24.6 Transfers Directly Resulting From Layoff.**

A layoff may involve the transfer of employee(s) to other areas. The Department will attempt to minimize the number of involuntary transfers.

**24.6.1** An Employee who had his/her position reassigned, but did not suffer a layoff as a result may, consistent with the continuing authority and discretion of the Superintendent, be assigned other duties/assignments which may or may not change the worksite so long as the reassignment does not require a move of residence. Assignments that require a relocation of residence shall not be a transfer resulting from layoff.

## **24.7 Transfer Procedures.**

In the event that a layoff(s) directly requires that employees be transferred, the following procedures will apply:

**24.7.1** Prior to the transfer of employees, the Department will attempt to review factors of service delivery to minimize the need to transfer employees.

**24.7.2** The Superintendent will determine the staffing and number of worksites. Recognizing that there may be a staffing adjustment, a voluntary transfer list will be established. The list will be comprised of bargaining unit members that are willing to voluntarily transfer. The voluntary transfer list will be in seniority order, most to least senior.

**24.7.3** Additionally, and if necessary, a list comprised of bargaining unit members selected for involuntary transfer will be established. The involuntary transfer list will be comprised of the least senior members selected from worksites that, in the opinion of the Superintendent, are most able to contribute employees. Senior employees on the involuntary transfer list may state a preference for location(s) that will need to be filled. If the senior employee does not select a preference, that employee shall be assigned by the Department after those employees of lesser seniority on the involuntary transfer list have been assigned their transfer.

**24.7.4** Efforts will be made to exhaust the voluntary transfer list before selecting from the involuntary transfer list.

## **24.8 Moving Expenses.**

Moving expenses involving a voluntary transfer will not be paid by the Department. Involuntary transfers requiring relocation of residence, will be paid by the Department.

**24.8.1** An employee may elect to take a voluntary layoff in lieu of an involuntary transfer and have their name added to the appropriate recall list.

## **24.9 Involuntary Transfer Return Rights.**

Prior to the activation of the recall list, and at the discretion of the Superintendent, employees who involuntarily transferred as a result of layoffs, may be given first opportunity to make a voluntary transfer at their own expense to a vacant position for which they meet the minimum qualifications to perform.

*REV: 2015, 2017*

# **ARTICLE 25 - COMPENSATION**

## **25.1 Wage Scales.**

Employees shall be paid from the monthly or hourly wage, as appropriate, according to the following wage scale:

All wage scales will be increased with a cost of living adjustment of July 1, 2019 or on the first of the month following an interest arbitration award whichever is later of two and fifteen hundredths percent (2.15%).

All wage scales will be increased with a cost of living adjustment on October 1, 2020 or on the first of the month following an interest arbitration award whichever is later of three percent (3%).

| <b>Effective July 1, 2019 - PERS Eligible Employees</b> |  |               |               |               |               |               |               |               |               |               |
|---|--|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| <b>SALARY RANGE</b>                                     | <b>TITLE/CLASSIFICATION</b>                          | <b>STEP 1</b> | <b>STEP 2</b> | <b>STEP 3</b> | <b>STEP 4</b> | <b>STEP 5</b> | <b>STEP 6</b> | <b>STEP 7</b> | <b>STEP 8</b> | <b>STEP 9</b> |
| 16S   | OSP Telecommunicator 1                               | 4318          | 4487          | 4668          | 4852          | 5084          | 5325          | 5578          |               |               |
| 18S   | OSP Telecommunicator 2                               | 4784          | 4982          | 5188          | 5394          | 5650          | 5920          | 6201          |               |               |
| 20  | Evidence Technician<br>(Administrative Specialist 2) | 3332          | 3476          | 3640          | 3817          | 4001          | 4185          | 4384          | 4606          | 4826          |
| 23  | Evidence Coordinator<br>(Program Analyst 1)          | 3817          | 4001          | 4185          | 4384          | 4606          | 4826          | 5054          | 5300          | 5554          |
| 20  | Parts Specialist 2                                   | 3299          | 3442          | 3604          | 3778          | 3960          | 4144          | 4340          | 4560          | 4778          |
| 20S   | Emergency Vehicle Technician                         | 3389          | 3552          | 3731          | 3880          | 4058          | 4250          | 4447          | 4625          |               |
| 25  | Latent Print Examiner                                | 5452          | 5720          | 5947          | 6117          | 6288          | 6540          | 6801          | 7081          |               |
| 23  | Forensic Scientist (Entry)                           | 5570          | 5793          | 5960          | 6129          | 6377          | 6630          |               |               |               |
| 27  | Forensic Scientist 1                                 | 6561          | 6886          | 7160          | 7368          | 7577          | 7879          | 8195          | 8538          |               |
| 29  | Forensic Scientist 2                                 | 7213          | 7561          | 7858          | 8079          | 8308          | 8641          | 8986          | 9358          |               |

| <b>Effective July 1, 2020 - PERS Eligible Employees</b> |  |               |               |               |               |               |               |               |               |               |                |
|---|--|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| <b>SALARY RANGE</b>                                     | <b>TITLE/CLASSIFICATION</b>                          | <b>STEP 1</b> | <b>STEP 2</b> | <b>STEP 3</b> | <b>STEP 4</b> | <b>STEP 5</b> | <b>STEP 6</b> | <b>STEP 7</b> | <b>STEP 8</b> | <b>STEP 9</b> | <b>STEP 10</b> |
| 16S   | OSP Telecommunicator 1                               | 4318          | 4487          | 4668          | 4852          | 5084          | 5325          | 5578          | 5843          |               |                |
| 18S   | OSP Telecommunicator 2                               | 4784          | 4982          | 5188          | 5394          | 5650          | 5920          | 6201          | 6495          |               |                |
| 20  | Evidence Technician<br>(Administrative Specialist 2) | 3332          | 3476          | 3640          | 3817          | 4001          | 4185          | 4384          | 4606          | 4826          | 5054           |
| 23  | Evidence Coordinator<br>(Program Analyst 1)          | 3817          | 4001          | 4185          | 4384          | 4606          | 4826          | 5054          | 5300          | 5554          | 5820           |
| 20  | Parts Specialist 2                                   | 3299          | 3442          | 3604          | 3778          | 3960          | 4144          | 4340          | 4560          | 4778          | 5006           |
| 20S   | Emergency Vehicle Technician                         | 3389          | 3552          | 3731          | 3880          | 4058          | 4250          | 4447          | 4625          | 4810          |                |
| 25  | Latent Print Examiner                                | 5452          | 5720          | 5947          | 6117          | 6288          | 6540          | 6801          | 7081          | 7373          |                |
| 23  | Forensic Scientist (Entry)                           | 5570          | 5793          | 5960          | 6129          | 6377          | 6630          | 6893          |               |               |                |
| 27  | Forensic Scientist 1                                 | 6561          | 6886          | 7160          | 7368          | 7577          | 7879          | 8195          | 8538          | 8895          |                |
| 29  | Forensic Scientist 2                                 | 7213          | 7561          | 7858          | 8079          | 8308          | 8641          | 8986          | 9358          | 9745          |                |

**Effective October 1, 2020 - PERS Eligible Employees**

| SALARY RANGE | TITLE/CLASSIFICATION                                 | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 | STEP 10 |
|--------------|--|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|
| 16S          | OSP Telecommunicator 1                               | 4448   | 4622   | 4808   | 4998   | 5237   | 5485   | 5745   | 6018   |        |         |
| 18S          | OSP Telecommunicator 2                               | 4928   | 5131   | 5344   | 5556   | 5820   | 6098   | 6387   | 6690   |        |         |
| 20           | Evidence Technician<br>(Administrative Specialist 2) | 3432   | 3580   | 3749   | 3932   | 4121   | 4311   | 4516   | 4744   | 4971   | 5206    |
| 23           | Evidence Coordinator<br>(Program Analyst 1)          | 3932   | 4121   | 4311   | 4516   | 4744   | 4971   | 5206   | 5459   | 5721   | 5995    |
| 20           | Parts Specialist 2                                   | 3398   | 3545   | 3712   | 3891   | 4079   | 4268   | 4470   | 4697   | 4921   | 5156    |
| 20S          | Emergency Vehicle Technician                         | 3491   | 3659   | 3843   | 3996   | 4180   | 4378   | 4580   | 4764   | 4954   |         |
| 25           | Latent Print Examiner                                | 5616   | 5892   | 6125   | 6301   | 6477   | 6736   | 7005   | 7293   | 7594   |         |
| 23           | Forensic Scientist (Entry)                           | 5737   | 5967   | 6139   | 6313   | 6568   | 6829   | 7100   |        |        |         |
| 27           | Forensic Scientist 1                                 | 6758   | 7093   | 7375   | 7589   | 7804   | 8115   | 8441   | 8794   | 9162   |         |
| 29           | Forensic Scientist 2                                 | 7429   | 7788   | 8094   | 8321   | 8557   | 8900   | 9256   | 9639   | 10037  |         |

Current employees will remain on the current salary range and progress through the salary range and will receive COLA's accordingly, until such time as they leave employment or transfer out of the Emergency Vehicle Technician classification. Current lead work incumbent will receive five (5%) percent lead work pay.

**Effective July 1, 2019 - PERS Eligible Employees**

| SALARY RANGE | TITLE       | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 |
|--------------|-------------|--------|--------|--------|--------|--------|--------|--------|
| 24S          | OSP Trooper | 5424   | 5695   | 5979   | 6279   | 6593   | 6923   | 7269   |
| 32S          | Sergeant    | 8220   | 8385   | 8550   | 8721   | 8892   | 9071   | 9249   |

**Effective July 1, 2020 - PERS Eligible Employees**

| SALARY RANGE | TITLE       | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 |
|--------------|-------------|--------|--------|--------|--------|--------|--------|--------|--------|
| 24S          | OSP Trooper | 5424   | 5695   | 5979   | 6279   | 6593   | 6923   | 7269   | 7632   |
| 32S          | Sergeant    | 8220   | 8385   | 8550   | 8721   | 8892   | 9071   | 9249   | 9635   |

**Effective October 1, 2020 - PERS Eligible Employees**

| SALARY RANGE | TITLE       | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 |
|--------------|-------------|--------|--------|--------|--------|--------|--------|--------|--------|
| 24S          | OSP Trooper | 5587   | 5866   | 6158   | 6467   | 6791   | 7131   | 7487   | 7861   |
| 32S          | Sergeant    | 8467   | 8637   | 8807   | 8983   | 9159   | 9343   | 9526   | 9924   |

Sergeants that successfully complete their promotional trial service period will be given a step increase from Step 1 to Step 3.

| Effective July 1, 2019 - PERS Eligible Employees |               |        |        |        |        |        |        |        |        |        |
|--|---------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| SALARY RANGE                                     | TITLE         | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 |
| 26S  | Criminalist 3 |        | 6534   | 6845   | 7125   | 7332   | 7536   | 7839   | 8152   | 8636   |

| Effective July 1, 2020 - PERS Eligible Employees |               |        |        |        |        |        |        |        |        |        |         |
|--|---------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|
| SALARY RANGE                                     | TITLE         | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 | STEP 10 |
| 26S  | Criminalist 3 |        | 6534   | 6845   | 7125   | 7332   | 7536   | 7839   | 8152   | 8636   | 9149    |

| Effective October 1, 2020 - PERS Eligible Employees |               |        |        |        |        |        |        |        |        |        |         |
|---|---------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|
| SALARY RANGE  | TITLE         | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 | STEP 10 |
| 26S   | Criminalist 3 |        | 6730   | 7050   | 7339   | 7552   | 7762   | 8074   | 8397   | 8895   | 9423    |

**25.2 Pay Periods.**

Employees shall be paid as per past practice.

**25.3 Step Increases.**

Effective July 1, 2020 or the first of the month following receipt of an interest arbitration award whichever is later, an additional step will be added to all salary ranges. Implementation shall be on a least cost basis. Employees who are at the top step of their salary range on the effective date shall have their former salary eligibility date restored for future increases. However, this does not apply to anyone red circled above the new top step.

Employees shall be entitled to the merit step increases on the wage scales in Article 25.1 as provided, subject only to disapproval of such increases due to unsatisfactory performance on the part of the employees.

The denial of a merit step increase because of performance deficiencies shall remain effective until the employee receives a satisfactory rating. The denial is subject to Article 12 of the contract, and the employer shall bear the burden of proof in establishing performance deficiencies.

If there has been a break in service longer than fifteen (15) days, the merit step increase date will be delayed accordingly.

In addition to service and performance requirements, a merit step increase will not become effective until twelve (12) months have passed since the last step increase, except as superseded by the above.

## **25.4 Uniform Allowance.**

The Employer agrees to provide required uniforms and equipment for employees in the bargaining unit. Fish and Wildlife Division employees will be entitled to reimbursement for the purchase of mission specific equipment provided the employee has received prior supervisory approval. The Employer agrees to repair or replace both personal and Employer-owned uniforms, equipment and property damaged or destroyed on duty unless gross negligence can be shown on the part of the employee. Repair or replacement of the following items shall not exceed the following costs:

1. Watches, actual cost not to exceed thirty-five dollars (\$35).
2. Corrective lens, excluding frames. Actual cost not to exceed reasonable replacement of damaged item(s).
3. Eye glass frames not to exceed one hundred fifty dollars (\$150.00).
4. Honor Guard members may be reimbursed up to twenty-five dollars (\$25.00) for each uniform alteration or cleaning. Receipts shall be required to document actual cost of uniform cleaning or alterations

Receipts will be required prior to payment by the Employer. Repair or replacement of non-listed items shall not exceed reasonable costs for only those items which are normally associated with an employee's on-duty status. The Employer agrees to provide each employee in the bargaining unit required to wear a uniform, the sum of forty dollars (\$40) per month for cleaning the uniform. Fish and Wildlife Division employees may be reimbursed up to one hundred dollars (\$100.00) for purchase of boots which may include insulated pac boots, leather duty boots or hip boots/waders per biennium. In addition to the boot allowance, Fish and Wildlife Division employees may elect to receive Department issued boots. Receipts shall be required to document actual costs for all boot purchases.

5. All Fish and Wildlife employees will be reimbursed up to four hundred dollars (\$400) per biennium to purchase mission specific equipment approved by a supervisor upon submission of receipts.

## **25.5 Plainclothes Allowance.**

Sworn employees, authorized in writing to perform normal day-to-day duties in civilian clothing in lieu of a uniform, and employees assigned to the Forensic Services Division or Evidence Program shall receive an allowance for the purchase of civilian clothes reasonably necessary for the efficient operations of the Department, subject to prior supervisory approval, up to eight hundred (\$800) dollars per employee for the Forensic Services Division or Evidence Program and twelve hundred (\$1,200) dollars per employee for the Sworn Employees per biennium. Sworn employees shall be eligible for a forty dollars (\$40) per month cleaning allowance. Sworn employees shall be eligible for this reimbursement allowance if they serve all or part of the biennium in eligible assignments. Plainclothes reimbursement moves to allowance model.

Amounts are status quo. Management and Labor will meet to recommend revision of the Forensics Division dress code to Leadership.

## **25.6 Duty Differentials.**

Percentages calculated under this section shall be computed on the basis of the employee's regular base pay. The premiums provided for in this Section are cumulative.

**25.6.1 Pilots.** Employees assigned as pilots in an aircraft shall receive a monthly premium of twelve percent (12%) of their regular base pay for the first three (3) winters or one thousand (1,000) hours (whichever is later), in such assignment, and a monthly premium equal to fifteen percent (15%) of their regular base pay thereafter.

**25.6.2 Hazardous Materials.** Employees assigned to handle hazardous material during transport to any disposal sites shall receive a premium of five dollars (\$5) per transport hour.

**25.6.3 Bomb Technicians.** Employees assigned as Bomb Technicians shall receive a monthly premium of ten percent (10%) of their regular base pay.

**25.6.4 Education.** Employees, excluding Sergeant's and all forensic scientist classification, possessing either an associate's degree or an intermediate certificate from DPSST shall receive a monthly premium in the amount of three percent (3%) of their regular base pay. Employees possessing either a bachelor's degree or an advanced certificate from DPSST shall receive a monthly premium in the amount of six percent (6%) of their regular base pay. Employees may receive one or the other premium provided for in this paragraph, but in no event shall an employee receive more than six percent (6%) under this subsection.

**25.6.5 Recruit Coach.** Sworn officers who successfully complete the certification program and who are assigned by management as the Recruit Coach will be paid at a rate of seven percent (7%) per hour at the employee's regular rate of pay for hours when coaching duties are performed.

Telecommunicator 1 and 2, who are assigned by management as the Coach, will be paid at a rate of seven percent (7%) per hour at the employee's regular rate of pay for hours when coaching duties are performed.

**25.6.6 Bilingual Differential.** A differential of five percent (5%) of their regular base pay will be paid to employees that demonstrate proficient use of bilingual skills. The appropriate proficiency level, the language and the need for such skills will be determined by management.

Dispatch, Sworn and Evidence employees who demonstrate proficiency in Spanish, Russian, Vietnamese, and Chinese and American Sign Language (ASL) will receive a differential of five (5%) percent to their base pay. Once the employee demonstrates the

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

**25.6.7 Forensics Technical Leader and CODIS Administrator.** Employees assigned as Technical Leaders or the CODIS Administrator shall receive a monthly premium of five percent (5%) of their regular base pay. Technical Leader differential shall be defined as a differential for Forensic Scientists Entry. Forensic Scientist 1 and Latent Print Examiner employees who have been formally assigned by the Division Director in writing “Technical Leader” duties as defined in the Quality Assurance Manual, subject to continuing updates to meet the accreditation needs of Forensics Services Division, for ten (10) consecutive calendar days or longer or has been designated the Administrator for the Combined DNA Index System administered by the FBI.

**25.6.8 Patrol Vessel Guardian.** An employee assigned as an operator or serving as a member of the crew on the Guardian shall receive differential pay of fifteen percent (15%) of the employee’s regular base pay per shift or portion of a shift that the Guardian is away from the vessel’s home port. In addition, the operator of the Guardian will receive operator differential pay of five percent (5%) of the employees’ regular base pay per shift or portion of a shift that the Guardian is away from the vessel’s home port.

**25.6.9 SWAT.** Employees assigned as a SWAT member will receive a monthly premium of two-point-five percent (2.5%) of their regular base pay for all hours worked as a SWAT member. Management reserves the right to assign and remove employees to the team. Such assignments and removals are not subject to the Just Cause standard and are not grievable.

**25.6.10 Sworn Service.** Troopers and Sergeants and Criminalists who have at least twenty (20) years of service as a sworn officer in the Oregon State Police will receive two-point-five percent (2.5%) of their regular base pay for all hours worked.

**25.6.11 Senior Forensic Scientist.** Senior Forensic Scientists who have at least twenty (20) years of service as a forensic scientist in the Forensic Services Division will receive two-point-five (2.5%) of their regular base pay for all hours worked.

**25.6.12 Senior Public Safety Telecommunicator.** Telecommunicators who have at least twenty (20) years of service as a Telecommunicator in the Oregon State Police Dispatch Centers will be deemed Senior Public Safety Telecommunicators and will receive two-point-five percent (2.5%) of their regular base pay for all hours worked.

**25.6.13 Senior Emergency Vehicle Technician.** Technicians who have at least twenty (20) years of service as an Emergency Vehicle Technician in the Oregon State Police will be deemed Senior Emergency Vehicle Technicians and will receive two-point-five percent (2.5%) of their regular base pay for all hours worked.

**25.6.14 Emergency Vehicle Technicians.** Emergency Vehicle Technicians who are assigned fabrication duties shall receive one-point-five percent (1.5%) of their regular base pay for all hours worked.

**25.6.15 Reconstructionist.** Sworn employees certified as an Accident Reconstructionist shall receive two-point-five percent (2.5%) of their regular pay for all hours worked. (This differential is effective March 1, 2018).

**25.6.16 Senior Evidence Technician.** Senior Evidence Technician/Coordinator who have at least twenty (20) years of service as an Evidence Technician/Coordinator in the Oregon State Police Evidence Program will receive two-point-five (2.5%) of their regular base pay for all hours worked.

**25.6.17 International Association for Property and Evidence Inc. Certification.** Evidence Program employees possessing and maintaining certification shall receive a monthly premium in the amount of three percent (3%) of their regular base pay.

## **25.7 Rounding.**

Where monies are rounded under this Agreement, amounts less than fifty cents (\$.50) cents shall be rounded down to the nearest cent, and amounts in excess of forty-nine cents (\$.49) cents shall be rounded up to the nearest cent.

## **25.8 Overpayments.**

When an employee has been overpaid, and the employee and the Employer agree upon the amount of the overpayment, the employee may request to repay the State by forfeiting vacation, holiday or compensatory time.

## **25.9 Red-Lining**

An employee whose salary is higher than the top step of the April 1, 2015 salary schedule will continue to receive the higher salary amount until the salary schedule is implemented that includes a step equal to or higher than the employee's salary.

*REV: 2015, 2017, 2019*

See LOAs: [Lead Worker Differential Command Center](#), [Lead Worker Differential for the Forensics Division](#), [Lead Worker and Field Response Differential for the Evidence Program](#)

# **ARTICLE 26 - MEALS, LODGING, AND MILEAGE**

## **26.1 Reimbursement.**

Meals, lodging, and mileage rates will change at the same time as the DAS State Controller's Division policy changes. In the event the Department reduces a request for reimbursement and that reduction is ten dollars (\$10.00), or more the Department must notify the Employee within five (5) business days of the change.

## **26.2 Special Meal Provision.**

An employee who is directed by the Department to travel outside the County of their assigned work site, and who travels at least forty (40) direct road miles from their work site, and who spends greater than one half (1/2) of their assigned shift in this circumstance is eligible for the special meal provision. The work site for a resident trooper is a trooper's residence.

The special meal provision is to reimburse an employee for the cost of a luncheon meal of up to eight dollars and fifty cents (\$8.50). The lunch meal, as used in this Section is a meal taken near the middle of the employee's shift, regardless of the time of day.

This provision shall not apply where a meal is part of the agenda of a meeting or conference which the employee is attending, and is included as part of the registration fee. Employees assigned by the Department to attend a meeting or conference shall be reimbursed for the cost of a meal when such meal is an agenda item where attendance is required and not included in the registration fee.

Employees at the Ontario work site who are assigned to patrol the Jordan Valley area and travel via Idaho are eligible for the special meal provision.

## **26.3 General Mileage Reimbursement.**

Mileage reimbursement shall be paid to employees of the bargaining unit who are ordered to use their private vehicles or rental cars in the pursuit of official business with the specific prior authorization of the Employer. An employee, when ordered to use their private vehicle, shall be reimbursed at the rate provided in DAS policy.

## **26.4 Lodging at DPSST.**

Employees attending training at DPSST for OSP sponsored training when lodging and meals are provided at the academy will be subject to the following:

- a. Employees are expected to stay and eat onsite.
- b. An employee may stay and/or eat offsite. The employee will only be reimbursed at fifty percent (50%) of the applicable commercial rate for lodging. However, the employee will only be reimbursed at the DPSST meal rates.
- c. Employees with special dietary needs shall notify the training unit prior to attending the training to arrange for appropriate accommodations.

## **26.5 Overnight Lodging.**

**26.5.1** Supervisors are responsible for ensuring that lodging provided for all employees is adequate and equitable. Employees should stay in hotel lodging when and if possible. There are situations however, where the ability to provide hotel lodging may be limited including but not limited to:

- a. Work conducted in remote locations.
- b. Work conducted on horseback trails; or
- c. Where operational needs exist (i.e., SWAT, Emergency Response, etc.).

Dormitory style lodging at Camp Rilea and DPSST will continue to be mandatory for training, including in-service training. Employees will be given the option of staying in the Bachelor Officer Quarters (BOQ) or Non-Commercial per diem in lieu of Starship accommodations at Camp Rilea. For in-service training that includes alternate accommodations, such as camp outs, employees shall have the option of staying in a hotel.

**26.5.2** When the Patrol Vessel Guardian patrols away from its home port and moors overnight at sea or other ports; the crew is required to sleep on board if moorage is away from their assigned duty station or patrol area. Crew members that are required to sleep overnight on the vessel will be compensated at the non-commercial lodging rate for that night. The Division Supervisor may waive the above requirement upon the fourth (4<sup>th</sup>) consecutive night of patrol and each fourth (4<sup>th</sup>) consecutive night thereafter, and allow the crew a one (1) night stay at commercial lodging reimbursed at the state per diem rate.

When multiple genders are assigned to the vessel and it is overnight outside of home port, the gender with the least number of represented crew on the vessel will be allowed to stay at a commercial lodging facility and will be reimbursed at the state per diem rate.

*REV: 2015, 2017, 2019*

## **ARTICLE 27 - OUT OF CLASS WORK**

### **27.1 General.**

Any employee who is assigned, in writing, for at least three (3) consecutive days, the responsibilities of a position classified higher than he or she presently holds, shall be paid as provided in Article 27.2.

### **27.2 Rate of Pay.**

An employee qualifying for out-of-class pay will be paid at the Step 1 rate of the assigned classification or five percent (5%) higher than his/her normal salary, whichever is greater. The employee will progress along the salary range of his/her permanent classification as if she/he was not assigned the out-of-class work. In the event the employee's rate of pay in his/her permanent classification is less than five percent (5%) below Step 1 of the assigned classification, the employee shall be paid at the rate of five percent (5%) above his/her permanent rate of pay for such out-of-class work.

## ARTICLE 28 - RETIREMENT PROGRAM

### 28.1 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.

### 28.2 PERS Participating Member Contributions.

Effective February 1, 2019, the 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 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 SB1049. Nothing in this agreement shall constitute a waiver of any party’s rights, claims or defenses respect to the above.

**28.3 PERS Pickup.** Effective February 1, 2019 compensation plan salary rates for PERS participating members shall be increased by six and ninety five hundredths percent (6.95%). At that time The Employer will begin paying the six percent (6%) required under ORS 238A.330 to the PERS or IAP accounts of such members, on behalf of such members, pursuant to a reduction of those members’ compensation under ORS 238.335(2)(a) and OAR 459-09-0200(3). No member will have an option to receive any part of that six percent (6%) contribution directly, as cash or otherwise. The intent of the parties is for the contributions described under this section to qualify as treatment as Employer contributions under section 414(h)(2) of the Internal Revenue Code. This provision shall not be retroactive in its application or effective prior to February 1, 2019.

*REV: 2017*

See LOA: [Retiree DROP Pilot Program](#)

## ARTICLE 29 - INSURANCE

### 29.1 Flexible Benefits Plan.

Notwithstanding any past practice to the contrary, an Employer contribution will be made for each eligible employee who was paid regular hours in the month which are at least eighty (80) regular full time hours for the month, and participates in the flexible benefits program as administered by the Public Employees’ Benefit Board (PEBB).

## **29.2 Employer Contribution**

**Section 1.** Notwithstanding any past practice to the contrary, an Employer contribution will be made for each employee who has a minimum of eighty (80) paid hours in the month and who is eligible for, and participates in, the flexible benefits program administered by the Public Employees' Benefit Board (PEBB), unless otherwise required by law. Full-time for purposes of this Article is defined as paid time equal to the regular work hours in the month.

Contributions will be prorated for employees who have at least eighty (80) paid regular hours in a month and less than full-time hours, unless otherwise required by law. This proration shall be based upon the ratio of regular hours to full-time hours, rounded to the nearest full percent.

**Section 2.** An Employer contribution shall be made for full-time employees who have at least eighty (80) paid regular hours in a month, unless otherwise required by law.

For Plan Years 2019, 2020 and 2021 the Employer will pay ninety-five percent (95%) and the employee will pay five percent (5%) of the monthly premium rate as determined by PEBB.

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

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

## **29.3 Purpose of Contributions.**

The purpose of these flat dollar Employer contributions will be for use in the PEBB Flexible Benefits program. Should the Flexible Benefits program not be available, the flat dollar amount rate stated above will still be made available through alternative programs or distributed to employees in a manner mutually acceptable to the Association and to the State.

## **29.4 Retiree Medical Trust.**

The Association may establish a Retiree Medical Trust (RMT) for current and future members of the bargaining unit as provided in the attached Appendix to this Agreement. The purpose of the Trust is to provide for retiree health expense reimbursement benefits. The Trust shall be and remain separate and apart from any Employer health insurance funding program. This Section, including the appendix cannot be grieved or arbitrated.

*REV: 2015, 2017, 2019*

See LOA: [Retiree Medical Trust](#)

## **ARTICLE 30 - DRUG/ALCOHOL FREE WORKPLACE**

### **30.1**

The Employer and the Association recognize the societal damage of drug and/or alcohol abuse. The parties agree that State Government must show the way towards achieving drug-free workplaces through programs designed to offer drug users a helping hand and, at the same time, demonstrating to drug users and potential drug users that drugs will not be tolerated in the State workplace. The illegal use of controlled substances, as defined in the federal Controlled Substances Act (21 U.S.C. 821), by State employees is inconsistent with the special trust placed in such employees as servants of the public.

### **30.2**

The parties further agree that they have a responsibility to provide an alcohol-free service environment and the employees with an alcohol-free workplace.

### **30.3**

The purpose of these procedures is to ensure the safety of the public and of employees by taking measures to eliminate the illegal manufacture, transfer, use, distribution, dispensation, and/or possession of controlled substances including marijuana, cannabis, cannabis extract or synthetic cannabis that is otherwise lawful to use under state law on the job or in the workplace.

### **30.4 Prohibited Conduct.**

**30.4.1** An appointing authority shall take the following action against an employee who manufactures, sells, transfers, uses or possesses controlled substances, marijuana, cannabis, cannabis extract or synthetic cannabis on the job or in the workplace or is convicted on criminal charges for using, manufacturing, selling, transferring, possessing or being impaired by use of controlled substances or refuses to take or fails the test for illegal use of controlled substances. The Employer may do either or both:

**30.4.1.1** Require the employee to enroll in and successfully complete a drug rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency, at no additional cost to the State, and sign a last chance agreement, as a condition of continued employment which shall include a requirement that the employee submit to unannounced drug testing for a period of one (1) year following the completion of treatment. If the employee violates the terms of treatment or rehabilitation, or again tests positive during such period, s/he shall be immediately discharged; or

**30.4.1.2** Impose, as a corrective measure to encourage an employee to seek rehabilitative assistance, disciplinary action up to and including discharge in accordance with the Collective Bargaining Agreement.

**30.4.1.2.1** An employee who has tested positive for the presence of drugs which were originally legally obtained, but were abused by the employee, shall be referred to an employee assistance program or drug and alcohol counseling or treatment, unless the employee has previously tested positive for the use of drugs, or refuses to participate in the employee assistance program, counseling, or treatment, the employee shall not be disciplined. The employee may, however, be subjected to a last chance agreement as a condition of continued employment, which shall include a requirement that the employee submit to unannounced drug testing for a period of one (1) year following the completion of treatment. If the employee violates the terms of treatment or rehabilitation, or again tests positive during such period, s/he shall be immediately discharged.

**30.4.1.3** Take other appropriate action.

**30.4.2** Nothing herein shall prevent the Employer from imposing discipline for just cause for misconduct which occurs in conjunction with inappropriate alcohol or drug use; as limited under Article 30.4.1.

### **30.5 Alcohol and Drug Tests.**

**30.5.1** An appointing authority or division director may authorize a supervisor or manager who has completed a training program concerning reasonable suspicion testing, to test any employee upon reasonable suspicion that the employee has engaged in or is under the influence of an illegal controlled substance or alcohol based upon:

**30.5.1.1** Supervisory personnel observing abnormal behavior, or impairment of physical or mental performance, or other physical evidence of impairment where such observation indicates that the employee is under the influence of an illegal controlled substance; or any employee actually seeing the use of illegal controlled substance, or alcohol in the workplace;

**30.5.1.2** The opinion of a medical professional employed at the worksite that an employee is using an illegal controlled substance or alcohol;

**30.5.1.3** The employee being directly involved in an incident that results in death of any person, injury to any person requiring professional medical treatment beyond first aid or damage to property in excess of one thousand-five hundred dollars (\$1,500) along with the existence of circumstances, addressed in subsections 30.5.1.1 or 30.5.1.2, that indicate employee impairment. Direct involvement in an incident refers to an employee whose order, action or failure to act is determined to be, or cannot be ruled out as a causative factor in the events leading to or causing the incident.

**30.5.2 Testing Mechanisms:** The following testing mechanisms shall be used for any drug test performed on members of the Association:

**30.5.2.1** All testing shall be conducted through a Testing Service or accredited SAMSHA toxicology lab using a 10-Panel test with the samples identified in such a fashion to insure that the identity of the tested employee is kept as confidential as possible.

**30.5.2.2** Urine screening tests shall be performed using SAMSHA's accepted immunoassay technology urine testing. No positive test results shall be reported to the Employer unless the procedures in 30.5.2.3 also result in a positive test result, and no result shall be deemed to be positive unless the level of drug is above the confirmation test's limit of quantitation (LOQ).

**30.5.2.3** Any positive results on the initial screening test shall be confirmed using SAMSHA's accepted technology of gas chromatography-mass spectrometry (GC/MS) or liquid chromatography-mass spectrometry (LCMS). Confirming cut-off levels will be at least as sensitive as the initial screening tests.

**30.5.2.4** Despite a negative result, an employee may still be impaired, based on the criteria enumerated in Article 30.5.1.1.

**30.5.3** The following procedures shall be used whenever an employee is requested to give a urine sample:

**30.5.3.1** Prior to testing, the employee shall be provided the opportunity to voluntarily list to the testing lab substances currently being used by the employee that may impact the test results such as medications or food products. The failure of an employee to accurately list all such substances may not be the basis for disciplinary action against the employee. This list, and all documents and information concerning drug testing, shall remain confidential pursuant to the terms of this article.

**30.5.3.2** A urine sample will be obtained from the employee. The sample will be collected in a manner that precludes alteration. The Employer shall not observe the act of urination but the sample's temperature will be recorded for evaluation of potential alteration.

**30.5.3.3** Immediately after the sample has been given, it will be divided into two (2) equal parts in the presence of both parties. Each of the two (2) portions of the sample will be separately sealed, labeled, and initialed by both parties, and stored in a secure and refrigerated atmosphere. If the samples cannot be analyzed within twenty-four (24) hours, they shall be frozen. One (1) of the samples will then be delivered to a SAMSHA certified lab.

**30.5.3.4** The sample will first be tested using the screening procedure set forth in this article. If the sample tests are positive for any drug, the confirmatory test specified in this article will be employed.

**30.5.3.5** Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and a chain of evidence.

**30.5.3.6** If at any time different procedures or tests are available to a SAMSHA certified lab which have greater reliability than the foregoing, the more reliable procedures or tests shall be used.

**30.5.3.7** An employee refusal to test may be utilized as evidence of impairment and/or constitute a basis for discipline.

**30.5.3.8** Any positive test result and/or adulteration issues will be verified by a Medical Review Officer (MRO) contracted through the vendor who will, among other things, review any extenuating circumstances.

#### **30.5.4 Intoxilyzer Testing for Alcohol**

**30.5.4.1** Alcohol tests performed under this policy will be done with an evidential breathtesting device (EBT) certified by the Department of State Police Implied Consent Unit, otherwise known as an intoxilyzer. The EBT will be utilized first if an employee is to be tested for alcohol.

**30.5.4.2** A breath test will be required to determine if an employee has an alcohol concentration of .02 grams or more per 210 liters of breath. Any result which is .0199 or less will be considered negative. If both the initial and confirmation breath test results are .0199 or less, the result will be considered negative; however, the employee may still be impaired, based on the criteria enumerated in Article 30.5.1.1.

**30.5.4.3** Any test result of .02 or greater (on both the initial and confirmation tests) will be considered positive and the employee will need to follow the Procedures after a Positive Drug or Alcohol Test Result enumerated in Article 30.5.5.

**30.5.4.4** Any employee who does not provide a sufficient amount of breath to permit a valid breath test will be instructed to again attempt to provide a sufficient sample. If the employee fails to provide an adequate sample, the test will be discontinued and considered a positive test.

#### **30.5.5 Procedures after a Positive Alcohol Test Result**

When the employer determines that an employee has a confirmed positive test result the employer will institute the following steps:

- (1) A division director or designee will relieve the employee from duty.

- (2) If an employee is relieved of duty under this article, the employee will be required to utilize vacation or compensatory time for the remainder of his/her shift.
- (3) The employee may be referred to the Employee Assistance Program (EAP). The EAP will conduct an assessment, make appropriate referrals and determine when the employee is ready for a return to duty test.
- (4) The employee must take and test negative on a return to duty test to return to active duty. The employee will be subject to follow-up testing as outlined by the EAP.

### **30.6 Criminal Conviction.**

**30.6.1** An employee shall notify, in writing, the appointing authority of a criminal drug statute conviction within five (5) calendar days of conviction. Failure to do so shall subject the employee to discipline up to and including discharge in accordance with the Collective Bargaining Agreement.

**30.6.2** An appointing authority shall, within ten (10) calendar days of receiving notice of conviction, provide written notice of such conviction, including employee position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless a federal agency has designated a central point for the receipt of such notification. Notification shall include the identification number for each of the federal agency's affected grants.

### **30.7 Employee Voluntary Use of Employee Assistance or Other Treatment Program.**

**30.7.1** Employees with drug problems are encouraged to voluntarily seek assistance, on a confidential basis, through the Employee Assistance Program, drug rehabilitation or other available treatment program approved by a federal, state, or local health, law enforcement, or other appropriate agency.

**30.7.2** An appointing authority shall, upon employee request, grant sick or other accrued paid leave or, at the employee's option, unpaid leave, to participate in such assistance or rehabilitation treatment programs.

**30.7.3** Upon return from such leave, an employee may be subject to drug testing for a period of one year.

### **30.8 Medication.**

An employee who reports to work after using physician prescribed medication which has caused physiological or psychological effects negatively affecting job performance and safety shall advise his/her supervisor of the medication and its effects before commencing or continuing work.

### **30.9 Establishment of Drug-Free Awareness Program.**

The Employer shall establish a drug-free awareness program to inform employees of the:

**30.9.1** Dangers of drug abuse;

**30.9.2** Existence of and contents of these guidelines;

**30.9.3** Availability of drug counseling, rehabilitation, and employee assistance programs;  
and

**30.9.4** Consequences for actions covered by these guidelines.

*REV: 2017*

## **ARTICLE 31 - RETIREES**

### **31.1 Applicability.**

Retired temporary employees defined as Temporary Enforcement and/or Temporary Security employees are subject to, and covered by this Article.

For purposes of this Article; the following definition shall apply:

Temporary Enforcement/Security Employee – A sworn, armed officer that is required to engage in duties associated with proactive enforcement of local, state, and federal laws or is required to guard and protect premises, assets and personnel. Employees will maintain a high visibility presence and prevent all illegal or inappropriate actions.

Retired temporary employees, as defined in this Article, are not subject to OSPOA Articles [6](#), [11](#), [12](#), [13](#), [14](#), [15](#), [16](#), [18](#), [19](#), [20](#), [21](#), [22](#), [23](#), [24](#), [25](#), [27](#), [28](#), [29](#), any Letters of Agreement (LOA), Memorandums of Understanding (MOU), and Appendices directly associated with the Collective Bargaining Agreement between the State of Oregon and the Oregon State Police Officer's Association unless otherwise stated in this Agreement.

### **31.2 Management Rights.**

In addition to all management rights enumerated in [Article 2](#) of this Agreement, the Department has sole discretion to identify, allocate, determine staffing levels, and schedule temporary employees.

### **31.3 Representation and Rights.**

Retired temporary employees, as defined within this Article, may be re-scheduled, removed from the schedule, or not scheduled without cause, with or without notice at the discretion of the appointing authority with no right to appeal the Department's decision under the Agreement. Temporary retirees that are removed for cause, when such cause is documented as part of an

official personnel record, may grieve the Department’s decision under [Article 12](#) of this Agreement.

Retired temporary employees may grieve Department actions under [Action 12](#) for matters concerning pay.

### **31.4 Appointments.**

A temporary appointment shall not imply or secure a subsequent appointment to any permanent, seasonal or limited duration position with OSP.

The Department reserves the right to hire and assign temporary retirees in accordance with current statutes and current OSP practices including but not limited to the following assignments: to fulfill Fish and Wildlife and Forestry agreements, to provide judicial and legislative security, to augment the Dignitary Protection Unit, provide enforcement support for tobacco stings, and provision of security for the Department of Revenue.

The Department is not responsible for an individual temporary retiree’s compliance with any statutes, or administrative rules governing or impacting retirement benefits.

### **31.5 Benefits**

Temporary retirees are not eligible for benefits including but not limited to:

- Position reclassification or transfer
- Agency promotional opportunities
- Merit increases
- State medical, dental or insurance benefits
- Regular status
- Layoff rights
- Paid leave that a regular, permanent employee is eligible to receive
- Differential Pay

A temporary retiree may be entitled to benefits under the Affordable Care Act (ACA), or other statutes and will be provided sick leave pay in accordance with current Oregon law.

### **31.6 Compensation**

Temporary retirees shall be paid from the wage scale below. The wage scale will be adjusted in accordance with bargained COLA’s.

|                              |         |
|------------------------------|---------|
| SERGEANT RETIREE – TEMPORARY | 7/1/19  |
| Hourly Rate                  | \$45.44 |

|                                 |         |
|---------------------------------|---------|
| OSP TROOPER RETIREE – TEMPORARY | 7/1/19  |
| Hourly Rate                     | \$29.26 |

|                              |         |
|------------------------------|---------|
| SERGEANT RETIREE – TEMPORARY | 10/1/20 |
| Hourly Rate                  | \$46.80 |

|                                 |         |
|---------------------------------|---------|
| OSP TROOPER RETIREE – TEMPORARY | 10/1/20 |
| Hourly Rate                     | \$30.14 |

### 31.7 Overtime

Overtime for Temporary Enforcement/Security Employees covered by this Article will be calculated based upon the one hundred seventy-one (171) hour twenty-eight (28) day work cycle. Employees will be paid at the rate of time and one-half (1.5) for all hours worked in excess of one hundred seventy-one (171) hours in the twenty-eight (28) day work period as established by the Employer. All other hours worked will be compensated at the straight time rate of pay.

*NEW: 2017*

## ARTICLE 32 - SAVINGS CLAUSE

If any provision of this Agreement is or becomes in contravention of the laws or regulations of the United States or State of Oregon, the provision shall be suspended by the appropriate provision of the law or regulation so long as it is in force and effect, but all other provisions to this Agreement shall continue in full force and effect. The provision being in contravention of such laws or regulations shall be re-negotiated by the parties in order that there will be no such contravention.

## ARTICLE 33 - TERM OF AGREEMENT

### 33.1 Term.

**33.1.1** Except for those provisions which expressly state otherwise, this Agreement shall be effective as of the date of signing and shall remain in full force and effect through June 30, 2023. This Agreement shall remain in full force and effect during the negotiations for any successor agreement.

**33.1.2** Either Party may elect to reopen this Agreement by written notice to the other Party no later than December 15, 2020 for the express purpose of negotiating Article 25 – Compensation. Article 28 – Retirement Program, and Article 29 – Insurance, the corresponding Letters of Agreement and four (4) additional articles at OSPOA discretion, and management reserves the right to open up to four (4) additional articles..

### **33.2 Successor Negotiations.**

If either party desires to negotiate for a successor agreement, a written request shall be submitted to the other party no later than December 15, 2022 and negotiations will commence no later than February 1, 2023.

*REV: 2015, 2017, 2019*

## APPENDIX A – TEAM DIRECTED SCHEDULING

1. Work Groups authorized to participate will be those currently using Team Directed Scheduling and those work groups who have been:
  - a. Identified by the Labor/Management Team, and thereafter,
  - b. Vote to participate.

(Work Groups are defined consistent with Article 14.6.3 of the CBA.)

It is the responsibility of the Labor/Management Team to educate management and represented employees on the benefits of Team Directed Scheduling.

2. The Labor/Management Team will work with the selected work groups and monitor the success and/or failure of the scheduling method. The Labor/Management Team and the Work Group supervisors/employees will evaluate the Team Directed Scheduling, at six (6) month intervals after implementation, to determine whether to continue, modify, or end the Team Directed Scheduling process. An evaluation will be based upon the totality of the program for a specific work group.
3. The Team Directed Scheduling program may be discontinued at any specific worksite, by either management or OSPOA, without cause, at the conclusion of any six (6)-month interval.

When Team Directed Scheduling is discontinued, the work group will be scheduled under applicable provisions of the CBA. At such time, the work group may vote on scheduling and shift bid provisions authorized by the Collective Bargaining Agreement. This vote may occur regardless of any provision restricting the voting process to specific calendar dates. The Team Directed Schedule will remain in effect for the remainder of the current twenty-eight (28)-day cycle plus a final twenty-eight (28)-day cycle to allow a schedule changeover.

4.
  - a) Work groups selected for participation will meet as a team to develop the schedule(s) for their work group. The work group team shall consist of all affected employees and their direct line supervisors through Lieutenant (support staff shall not be included in the work group team). For the purposes of this meeting there shall be no penalty pay for the schedule adjustments necessary to insure attendance of all members.
  - b) Dispatch Only: Dispatch Centers may elect a group of three (3) to five (5) Telecommunicators to represent the workgroup for the purposes of developing schedules. OSPOA will handle the election process. Such elections will be held every two (2) years.

5. The work group team must reach consensus on the schedule(s) developed and the shift selection process. Consensus is as defined in the Interest Based Bargaining process. The Labor/Management team will facilitate, train and assist. The work group will also develop their own method to resolve problems related to Team Directed Scheduling (doesn't necessarily preclude grievances).
6. The work group will develop at least one (1), twenty-eight (28)-day schedule up to a maximum of six (6), twenty-eight (28)-day cycles. The work group may review and revise any twenty-eight (28)-day schedule prior to its start. After six (6), twenty-eight (28)-day schedules the work group must meet to review progress to date.
7. Overtime for individuals in the work groups participating in Team Directed Scheduling shall be as follows:
  - a. For work groups consisting entirely of sworn personnel (including sergeants):
    - 1) Work in excess of the daily scheduled shift (excluding sergeants).
    - 2) Work in excess of eighty (80) hours in a fourteen (14)-day period (defined as either the 1st or 2nd fourteen (14)-day segment of the twenty-eight (28)-day schedule).
    - 3) Call backs apply.
    - 4) Employees may voluntarily work an additional five (5) hours in each fourteen (14)-day period for which no additional compensation is paid. Employees do not have to volunteer and these five (5) hours are over and above the regular schedule.
  - b. For Work groups which are non-sworn or mixed sworn/non-sworn shall be as follows:
    - 1) Work in excess of daily scheduled shift (excluding sergeants).
    - 2) Work in excess of forty (40) hours in a work week as defined in Article 14.3.
    - 3) Call backs apply.
8. The schedule developed is subject to the following restrictions:
  - a. No scheduled shift longer than twelve (12) hours.
  - b. A minimum of ten (10) hours off between scheduled shifts.
  - c. No one assigned involuntarily to a shift with less than two (2) consecutive days off.

- d. No one assigned involuntarily to a split shift.
9. a.) Voluntary shift adjustments may be made by an employee with supervisory approval without penalty to the Employer. The revised schedule may not exceed eighty (80) hours in a fourteen (14) day period (excluding additional uncompensated hours). The exception to the daily overtime threshold only applies to the days affected by the voluntary adjustment. Hours worked in excess of eighty (80) (excluding additional uncompensated hours) are paid at the overtime rate. For work groups covered under paragraph 7(b) above, the revised schedule may not exceed forty (40) hours in a seven (7) day period. Hours worked in excess of forty (40) are paid at the overtime rate.
- b.) For the employees in the Forensics Services Division only: Free and voluntary adjustments to the length of an employee's shift may be made at the employee's request with prior supervisor approval. Overtime liability occurs only when the employee exceeds the regularly scheduled adjusted shift, or forty (40) hours in a work week. The adjusted shift may not exceed twelve (12) hours. Denial of approval will not be subject to the grievance procedure.
10. Shifts may be involuntarily adjusted without penalty for a shift adjustment upon seven (7) days notice for reasonable operating needs. For the purposes of Team Directed Scheduling reasonable operating needs are an unforeseen combination of circumstances calling for action which requires additional resources. Reasonable operating needs does not include court, administrative hearings, training, regular shift rotations/changes, and vacation. The work group may within the limits of this definition, refine this definition as it applies to the work groups specific circumstances. Notice of less than seven (7) days will not result in a penalty if the adjustment is the result of an emergency. An emergency is an unforeseen combination of circumstances calling for immediate action which requires additional personnel resources. Schedule changes due to events with advance notice would not be considered emergencies.
11. Employees may have their days off involuntarily changed for training no more than once a calendar year during one work week with 28 days notice.
12. Involuntary schedule adjustments for the purpose of convening work group meetings shall not result in a penalty if forty-eight (48) hours notice is given. The work group shall set the parameters for subsequent work group meetings.
13. There shall not be an irregular hours penalty. Hours worked outside of a schedule adjusted under paragraphs 9, 10, and 11 shall be paid at time and one-half (1 ½) over and above the employees regular salary excluding hours for which there is no additional compensation as set forth in paragraph 7(a)(4).
14. Under Team Directed Scheduling employees utilizing compensatory leave under Article 17.3 shall provide seven (7) calendar days notice of their desire to use compensatory leave. If seven (7) calendar days notice is given the use of compensatory leave must be allowed unless the granting of compensatory leave would unduly disrupt the Employer's operation.

The employee may be granted compensatory leave on less than seven (7) calendar days notice if mutually agreeable with the Employer. The work group by consensus may agree to a notice requirement other than the seven (7) calendar days provided for herein.

15. The Labor/Management team shall consist of equal members of the OSPOA and OSP bargaining teams.

## **APPENDIX B – FORENSIC SERVICES DIVISION SCHEDULING**

This Memorandum of Understanding (MOU) by and between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Department of State Police (Agency) and the Oregon State Police Officers' Association, OSPOA (Association), is entered into pursuant to a Letter of Agreement contained in the 2011-2013 Collective Bargaining Agreement (CBA) as Appendix B, titled "TDS: Forensics Division".

1. Any laboratory may vote, by a straight majority of the OSPOA represented employees, to follow the provisions outlined in this MOU or another applicable provision of the CBA.
2. The normal hours of operation of the Oregon State Police Forensics Services Division Laboratories are Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding holidays listed in this CBA.
3. The workweek is defined as Sunday 12:00 a.m. to Saturday 11:59 p.m. The schedules referred to herein shall have regular assigned days off within the workweek. Workdays and days off shall be consecutive unless the employee voluntarily requests to split shifts or otherwise change his/her work days and/or days off. An employee shall work 40 hours within the workweek or request the appropriate leave time.
4. Each work day on the requested schedule shall be a minimum of 4 hours and a maximum of 10 hours. This does not, however, prohibit schedules of less than 4 hours or longer than 10 hours occasionally being requested.
5. Each laboratory will determine whether to submit schedules for 1, 3, 6, or 12 month periods.
6. All leave requests, outside of annual vacation bid requests, will not be considered until all submitted schedules have been approved.

7. Employees who are scheduled according to this MOU will submit a schedule to their supervisor by the 15<sup>th</sup> of the month preceding the start of a new scheduling period, as determined by the laboratory and regardless of the length of the period.
8. The submitted schedule will be considered set if it is not changed by the employee's supervisor by 5:00 p.m. of the 25<sup>th</sup> day of the month preceding the start of the new scheduling period, as determined by the laboratory and regardless of the length of the period. Once a schedule has been set, an employee may not make any changes without prior supervisor approval.
9. The submitted schedule shall fall between 5:00 a.m. and 8:00 p.m. Monday – Friday. This does not, however, prevent the occasional or regular scheduling of weekend work. The schedule is subject to supervisor approval or denial based on operating need (defined below). A schedule that is wholly within the operating hours shall be approved as meeting operating needs and once a schedule is approved it becomes the set schedule.
10. In Disciplines with 1 qualified analyst will have scheduled coverage of at least 8 hours at least 4 days a week. Provided however, if all submitted schedules and approved vacation bid leave result in no OSPOA represented laboratory staff being scheduled during normal operating hours the junior-most qualified OSPOA represented staff's schedule, not off on bid vacation leave, will be adjusted to provide coverage for such hours.
11. In disciplines where there are 2 or more qualified analysts, there will be scheduled coverage of at least 8 hours each day during the normal operating hours. Provided however, if all submitted schedules and approved vacation bid leave result in no OSPOA represented laboratory staff being scheduled during normal operating hours the junior-most qualified OSPOA represented staff's schedule, not off on bid vacation leave, within that discipline will be adjusted to provide coverage for such hours.
12. These minimums apply only to approving schedules, and not to future schedule adjustments or leave requests.

13. Field investigations are not considered a primary discipline for scheduling purposes.
14. It is agreed that during certain times of the year (e.g. days adjacent to major holidays); the scheduled coverage may fall below the above limits. Specifically, on the day after Thanksgiving; December 24, and December 31<sup>st</sup>, if the observed holiday falls on a Tuesday; and December 26<sup>th</sup> and January 2<sup>nd</sup>, if the observed holiday falls on a Thursday; a minimum of 1 qualified analyst will be scheduled to provide coverage for the entire laboratory, without regard to discipline coverage (as described above). Provided however, if all submitted schedules and approved vacation bid leave result in no OSPOA represented laboratory staff being scheduled during normal operating hours for the days listed above, the junior-most qualified OSPOA represented staff's schedule, not off on bid vacation leave, will be adjusted to provide coverage for such hours.
15. Qualified analyst for the purpose of this MOU is defined as any analyst authorized to perform independent casework.
16. Operating need for the purpose of this MOU is defined as court obligations (i.e. those governed by subpoena), safety, security, mandatory training, and mandatory technical meetings during normal operating hours.
17. Should the number of analysts within a particular discipline change; the previously approved schedule will be honored through the end of the determined cycle.
18. Nothing in this MOU prohibits the employee from voluntarily adjusting their approved work schedule (i.e. start/stop time, length of shift and/or days off), with prior supervisor approval. If approval is not granted for the voluntary adjustment, the decision is final and not subject to the grievance procedure.
19. No employee shall be involuntarily required to work a split shift.

20. If the approved schedule is outside the normal operating hours, the employee agrees to adjust his/her schedule to accommodate court obligations, mandatory training, and mandatory technical meetings during normal operating hours. The adjusted shift may not exceed 12 hours.
21. Overtime liability for employees occurs in callback situations under this MOU; or where the employee works more than 40 hours per week or unscheduled hours outside the laboratory's normal operating hours. Employees working a 5/8 within the normal operating hours defined above will be paid overtime for all hours worked in excess of their scheduled shift unless they voluntarily adjust. Any time worked in excess of 12 hours in a work day will be compensated at the overtime rate.
22. Breaks and meal period will be covered by the current language of the CBA.
23. Nothing in this MOU prevents an employee from scheduling and a supervisor approving a schedule other than a 5/8.
24. This MOU may be discontinued at any laboratory, by either management, OSPOA or a straight majority vote of the OSPOA represented employees, without cause at the conclusion of any month. Should this MOU be discontinued, the laboratory will be scheduled under an applicable provision of the CBA. At such time, the laboratory may vote on scheduling and shift bid provisions authorized by the CBA. This vote may occur regardless of any provision restricting the voting process to specific calendar dates.
25. This MOU shall be effective upon signature.

Reaffirmed and continued.

## APPENDIX C – RETIREE MEDICAL TRUST

This Letter of Agreement by and between the Oregon State Police Officers' Association (Association) and the State of Oregon, acting through its Department of Administrative Services (Employer), on behalf of the Oregon State Police (Department) is for the purpose of establishing a Retiree Medical Trust.

**A. Legal Review.** The Department of Justice will conduct a legal sufficiency review to determine any issues that must be resolved prior to implementation of the Retiree Medical Trust. The review will include an assessment of the language contained in this Appendix ensuring that the State has no obligation to maintain and/or pay any funds to maintain the financial viability of the trust. In the event issues are discovered that would prohibit the establishment of the Trust as contemplated in this provision, this Agreement becomes null and void.

**B. Establishment of the Trust.** The OSPOA may establish a Retiree Medical Trust (RMT or Trust) for current and future members of the OSPOA bargaining unit and their surviving dependents, spouses, and domestic partners. The purpose of this Trust is to provide retiree health expense reimbursement benefits. OSPOA or the Trust shall evaluate at least quarterly whether, and notify the Employer immediately upon determining that, any portion of the contribution may be subject to income tax withholding or FICA taxes. All OSP employees who are members of the OSPOA bargaining unit, as identified in the current Collective Bargaining Agreement, are OSPOA Retiree Medical Trust participating employees. OSPOA shall maintain the Trust according to Trust documents approved by the OSPOA membership, without any involvement of the Employer and without any funding obligation on the part of the Employer now or in the future. The establishment and the administration of the Trust shall be the complete and sole responsibility of OSPOA. The Employer shall not have any involvement in the administration of the Trust, or in the benefits paid by the trust, nor shall the Employer have any responsibility (including fiduciary responsibility as set forth in the Employee Retirement Income Security Act of 1974 (ERISA)) for any actions of the Trust or its Trustees or of OSPOA with respect to the Trust.

OSPOA shall indemnify and defend the Employer along with its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever arising out, or relating to the acts or omissions of the OSPOA RMT Trustees, officers, employees, or agents regarding the establishment and administration of the Trust, including any benefits which inure to bargaining unit members, bargaining unit retirees and their surviving dependents, spouses, and domestic partners from the Trust. OSPOA shall ensure that OSPOA or the Trustees secures and maintains tax exempt status for the Trust including procuring an IRS determination letter pursuant to Internal Revenue Code provision 501(c)(9) and all other applicable laws and regulations. OSPOA is solely responsible to obtain the necessary IRS approvals.

**C. Contributions to the Trust.** Within sixty (60) days of establishment of the Trust, Employer will deduct from the paycheck of each participating employee who is receiving a paycheck for time worked at OSP a mandatory deduction per month, to be determined by OSPOA. These deductions shall be treated as pre-tax contributions not subject to federal or state income tax withholding or IFCA taxes unless otherwise required by law. Employer will remit those amounts monthly to the OSPOA RMT Administrator. There shall be no employee election to take the amount of the contribution in cash. In the event that a participating employee does not have sufficient earnings to cover the deduction in any given month, no deduction will be made from the paycheck and nothing will be remitted to the OSPOA RMT Administrator. If however, the Employer erroneously makes a deduction from an employee's paycheck and remits it to the OSPOA RMT Administrator, and there are insufficient earnings for the deduction to have been made, the Trust shall remit the erroneously made payment to the Employer within ten (10) calendar days of being notified of the improper deduction.

The Employer will make the necessary payroll adjustments in order to accomplish the deduction from the employee's paycheck to fund the RMT. OSPOA shall pay the Employer up to two thousand dollars (\$2,000) to pay for the Employer's costs incurred to implement the payroll deductions and transfer of funds to the Trust.

**D. Filing of determination letter request with the Internal Revenue Service.** After three (3) months of contributions are made to the Trust but before the fourth (4<sup>th</sup>) month of deductions occurs from the employee's paychecks, OSPOA shall provide the Employer with a copy of the IRS determination letter filing. OSPOA further agrees to provide the Employer with copies of all documents sent to and received from the IRS regarding the Trust including a copy of the letter granting 501(c)(9) status. Failure to provide the Employer with a copy of the filing or failure to obtain 501 (c)(9) status from the IRS shall result in the immediate termination of deductions from employee paychecks.

This Appendix is effective upon ratification of the 2017-2019 Agreement.

## APPENDIX D – COST CALCULATION, PAYMENT AND ASSOCIATION BUSINESS LEAVE PROCEDURE

### I. PROCEDURE

Effective July 1, 2019 to June 30, 2021, is the procedure as follows:

#### A. **Cost Calculation and Payment of the President**

##### a. Cost Calculation and Payment – July 1, 2019 to November 1, 2019

- i. The monthly cost of the President's position is based on the actuals from March 2018 to April 2019 amount. OSP will provide to OSPOA the calculation details, no later than July 31, 2019 as Exhibit A.
- ii. OSPOA agrees to pay within thirty (30) days from the first (1<sup>st</sup>) of the month.

##### b. Cost Calculation and Payment – December 1, 2019 to November 1, 2020

- i. On or no later than December 1, 2019; OSP will provide to the OSPOA the monthly cost of the President's position for the months of December 1, 2019 through November 1, 2020. The information provided will entail all the payroll expenses related to the current incumbent.
- ii. The total cost of December 1, 2019 to November 1, 2020; shall be divided by twelve (12) to determine the monthly cost of the President's position. For the purpose of this calculation, overtime will be excluded. This cost calculation will be presented to OSPOA as Exhibit B .
- iii. As stated in Exhibit B, at that time, the monthly cost for the President's position will determine the monthly amount due for December 1, 2019 through November 1, 2020. Any difference from the amount detailed in Exhibit A to the amount on Exhibit B, is not subject to repayment to OSP. OSPOA agrees to pay within thirty (30) days from the first (1<sup>st</sup>) of the month.

##### c. Cost Calculation and Payment – December 1, 2020 to June 1, 2021

- i. On or no later than December 1, 2020; OSP will provide to the OSPOA the monthly cost of the President's position for the months of December 1, 2020 through June 1, 2021. The information provided will entail all the payroll expenses related to the current incumbent.

- ii. The total cost of December 1, 2020 to June 1, 2021 shall be divided by seven (7) to determine the monthly cost to the President's position. For the purpose of this calculation, overtime will be excluded. This cost calculation will be referred to as Exhibit C when presented to OSPOA.
- iii. As stated in Exhibit C, at that time, the monthly cost for the President's position will determine the monthly amount due for December 1, 2020 through June 1, 2021. Any difference from the amount detailed in Exhibit B to the amount detail in Exhibit C, is not subject to repayment to OSP. OSPOA agrees to pay within thirty (30) days from the first (1<sup>st</sup>) of the month.

**B. New President Incumbent**

- a. If a new President enters into office during this agreement of procedures, both Parties agree to meet within thirty (30) days to determine whether the monthly cost needs to be adjusted based on the new President elected/appointed. Parties agree to a similar process to make this determination, as described in Section A.

**C. Vice President: Time Percentage, Cost Calculation, Payment, Retirement, and New Incumbent**

a. Time Percentage

- i. OSPOA will determine if the Vice-President serves as fifty percent (50%) Vice-President or up to one hundred percent (100%) Vice-President. OSPOA will provide this in writing to OSP.
- ii. Based on the determination by OSPOA in regards to fifty percent (50%) Vice-President or up to one hundred percent (100%) Vice-President, OSP will only invoice for the monthly cost of fifty percent (50%).
- iii. As determined by OSPOA, if the Vice-President is less than one hundred percent (100%) of their time, OSPOA agrees to have the Vice-President record their time being spent as Vice-President, to the payroll code of OVP on their official monthly time report/card.
- iv. If the time percentage of the Vice President amount is greater than fifty percent (50%), the current contract language applies, meaning the remainder of time accounted for utilizing regular time worked, paid leave, UBP and Association Business Leave (ABL) as appropriate.

- b. Cost Calculations and Payment – July 1, 2019 to November 1, 2019
- i. The monthly cost of the Vice-President’s position is based on the actuals from March 2018 to April 2019 amount. OSP will provide to OSPOA the calculation details, no later than July 31, 2019 as Exhibit A.
  - ii. OSPOA agrees to pay within thirty (30) days from the first (1<sup>st</sup>) of the month.
- c. Cost Calculation and Payment – December 1, 2019 to November 1, 2020
- i. On or no later than December 1, 2019; OSP will provide to the OSPOA the monthly cost of the Vice President’s position for the months of December 1, 2019 through November 1, 2020. The information provided will entail all the payroll expense related to the current incumbent.
  - ii. The total cost of December 1, 2019 to November 1, 2020; shall be divided by twelve (12) to determine the monthly cost of the Vice President’s position. For the purpose of this calculation, overtime will be excluded. This cost calculation will be referred to Exhibit B when presented to OSPOA, at that time.
  - iii. As stated in Exhibit B, at that time, the fifty percent (50%) Vice-President’s position cost will determine the monthly amount due for December 1, 2019 through November 1, 2020. Any difference from the amount detailed in Exhibit A to the amount on Exhibit B, is not subject to repayment to OSP. OSPOA agrees to pay within thirty (30) days from the first (1<sup>st</sup>) of the month.
- d. Cost Calculation and Payment – December 1, 2020 to June 1, 2021
- i. On or no later than December 1, 2020; OSP will provide to the OSPOA the monthly cost of the Vice President’s position for the months of December 1, 2020 through June 1, 2021. The information provided will entail all the payroll expenses related to the current incumbent.
  - ii. The total cost of December 1, 2020 to June 1, 2021 shall be divided by seven (7) to determine the monthly cost of the Vice President’s position. For the purpose of this calculation, overtime will be excluded. This cost calculation will be referred to as Exhibit C when presented to OSPOA.
  - iii. As stated in Exhibit C, at that time, the fifty percent (50%) Vice-President’s position cost will determine the monthly amount for

December 1, 2020 through June 1, 2021. Any difference from the amount detailed in Exhibit B to the amount on Exhibit C is not subject to be repayment to OSP. OSPOA agrees to pay within thirty (30) days from the first (1<sup>st</sup>) of the month.

**D. New Vice President Incumbent**

- a. If a new Vice-President enters into office during this agreement of procedures, both Parties agree to meet within thirty (30) days to determine whether the monthly cost needs to be adjusted based on the new Vice President elected/appointed. Parties agree to a similar process to make this determination as described in Section D.

**E. Association Business Leave (Donated Leave Process – OSPOA Membership)**

- a. Association Business Leave (ABL) is paid released time for authorized members and is not used for services rendered by authorized members where it only benefits OSP, such as grant overtime, routine patrol, and serving as an Instructor at Department training or other similar services.
- b. The use of ABL by the OSPOA membership must be authorized in advance by the OSPOA's President or authorized delegate.
- c. OSPOA and OSP will work together to resolve discrepancies when processing monthly time reporting/cards where ABL has been recorded and does not match the authorization provided by OSPOA.
- d. ABL is authorized by the OSPOA President or designee, as described in the CBA under Article 6.
- e. The collection of ABL is as follows:

Members of the bargaining unit shall donate hour(s) of accrued but unused vacation and/or compensatory leave time to the Association Business Leave bank subject to the conditions set forth in this agreement of procedures and the CBA. The amount to donate is determined by OSPOA.

To facilitate donations, OSPOA will coordinate donations from members and submit one (1) membership donation request on behalf of their membership to OSP annually by an agreed upon date. OSP will convert the donations from hours to cash and track cash balances in the statewide system. OSP will report the ABL activity and cash balances on a monthly basis to the OSPOA. To avoid overdrawing the ABL bank, OSPOA will monitor the monthly reports provided by OSP. If OSPOA determines that additional donations are needed then each member of the bargaining unit shall donate an additional amount as determined by OSPOA of accrued but unused vacation and/or compensatory leave to the ABL bank.

The ABL bank cash balance may be carried forward between calendar years and terms of the CBA.

f. ABL Reports

- i. OSP agrees to provide OSPOA after payroll closes a Statement of ABL Bank Activity, report. The report will include the following information:
  1. Previous Balance;
  2. Deductions identified by the individual(s) and the amount;
  3. Additions identified by the individual(s) and the amount; and
  4. Current balance.

## **APPENDIX E– LETTERS OF AGREEMENT**

## **Letter of Agreement – 2-A – Agency Background Checks**

This Letter of Agreement is between the Oregon State Police Officers' Association (Association) and the State of Oregon, acting through the Department of Administrative Services (Employer), on behalf of the Oregon State Police (Department).

The Parties agree that the Department can use non-member temporary employees to conduct background investigations on applicants for Telecommunicator 1 and 2 positions, Troopers, Forensic Scientists, or any other Department position.

Reaffirmed and continue.

*REV: 2015, 2017*

## **Letter of Agreement – 2-B – Installation Work on Vehicles**

This Letter of Agreement is between the Oregon State Police Officers' Association (Association) and the State of Oregon, acting through the Department of Administrative Services (Employer), on behalf of the Oregon State Police (Department).

The Parties hereto agree that the Department will post a schedule of available overtime. Employees will be allowed to sign up for available overtime. If overtime slots are not filled, or business demands for vehicles exceeds production capacity, the Department will determine the amount of outsourcing needed to complete the builds in the timeframe required. The Department will outsource to qualified up-fit vendors under contract to complete installation work on Agency vehicles that Fleet employees are unable to complete in a timely manner to meet Department needs. The Department will continue to monitor and evaluate business needs to overtime available and employee volunteering for overtime.

This Letter of Agreement does not establish a precedent for future use of contracted services for the Interpretation of the Collective Bargaining Agreement between the Association and the Employer.

This Agreement will sunset on August 31, 2023.

Reaffirmed and continue.

### **Letter of Agreement – 11-A – Credible Testimony**

If termination is a result of OSP's determination that an employee cannot provide credible testimony, it will be the result of an OSP investigation. Such investigation will be conducted in compliance with the Collective Bargaining Agreement. The termination decision shall be subject to the grievance process for Just Cause and review by an Arbitrator if so grieved.

Reaffirmed and continue.

## Letter of Agreement – 14-A – Honor Guard

Honor Guard functions on a normal workday:

The Oregon State Police and the Oregon State Police Officers' Association agree that the total compensation for participation in Honor Guard functions, including authorized practice and travel, shall be the granting of on-duty time at the straight-time rate up to a maximum of eight hours per day.

Honor Guard functions on a day off or a normal workday:

In the event that participation in Honor Guard functions, including practice and travel, causes work in excess of scheduled shift (minimum eight (8) per day) or forty (40) hours per week on a normal workday it is agreed that employees are not entitled to any straight-time pay, overtime pay, or penalty pay for the excess hours. However, employees shall be entitled to compensatory leave at the straight-time rate for all hours worked in excess of scheduled shifts (minimum eight (8) hours per days) or forty (40) hours per week. Hours worked in excess of one hundred seventy-one (171) hours per twenty-eight (28)-day work period will be paid at the overtime rate. (See Article 17.1.4.)

Honor Guard functions on a day off:

In the event that participation in Honor Guard functions, including authorized practice and travel, occurs on a day off, employees agree they shall only be entitled to compensatory leave at the straight-time rate. Travel that occurs outside of normal working hours shall result in overtime eligibility only for the operator of the vehicle if the operator exceeds the one hundred seventy-one (171) hours provided for above.

It is further agreed that employees will not claim contract overtime or other payment for any shift adjustments that are made to accommodate participating in Oregon State Police Honor Guard activities. This Agreement will not set a precedent for any purpose other than specifically described herein. This Agreement terminates when a member resigns or is removed from the Honor Guard.

Date this 15th day of July, 1994.

\_\_\_\_\_/s/  
Jim Botwinis, President  
OSPOA

\_\_\_\_\_/s/  
Eva Corbin, Manager  
Labor Relations, State of Oregon

Reaffirmed and continued.

## Letter of Agreement – 14-B – Four-Ten (4-10) Shifts

The parties to this Agreement are THE STATE OF OREGON ("State") and the OREGON STATE POLICE OFFICERS ASSOCIATION ("Association"). The parties wish to enter into this Memorandum of Understanding concerning questions which have arisen about the appropriate interpretation and application of provisions of the 1995-97 Collective Bargaining Agreement between the State and the Association.

In consideration of the mutual promises of the parties, and for other good and adequate consideration, it is hereby agreed as follows:

1. Nothing in this MOU is intended to change the conditions set forth in Team Directed Scheduling.
2. Under Article 14.6 of the Collective Bargaining Agreement, employees in a work group may vote to work a 4/10 shift subject to the Employer's reasonable operating needs. If the 4/10 schedule for certain members of the work group is not consistent with reasonable operating needs, the Employer has the right to deny the 4/10 schedule for the whole work group if such denial is based upon reasonable operating needs and/or to compel certain employee(s) to work a 5/8 work shift. If the Employer denies the 4/10 schedule for the entire work group because certain employee(s) must work a 5/8 shift, the Association has the right to file a grievance challenging that the denial of the 4/10 schedule is not based on reasonable operating needs.
  - a.) It is not the Employer's intention to deny a 4/10 schedule for other than operating needs. Additionally, under the principles of voluntary schedule adjustment set forth below, a member of a 4/10 work group could voluntarily agree to work a 5/8 work shift subject to supervisor's approval.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
/s/  
Jim Botwinis, President  
Oregon State Police Officers' Association

\_\_\_\_\_  
/s/  
Eva Corbin, Deputy Administrator  
Labor Relations, State of Oregon

Reaffirmed and continued.



## Letter of Agreement – 16-A - Canine Handlers

This Agreement is entered into between the Department of Oregon State Police (Department), the Oregon State Police Officers' Association (Association), and the Department of Administrative Services (DAS).

The purpose of the Agreement is to allow the Patrol Division Dog Handlers the ability to schedule shifts with the greatest amount of flexibility to effectively use canines.

To facilitate meeting the above objective, the Parties agree to allow the Patrol Division Dog handlers to work a schedule consistent with the language contained in [Article 16.2.1](#) (Drug Enforcement Section Itinerary); [Article 16.3](#) (Itinerary Practices); [Article 18.2](#) (Irregular Hours) and [Article 14.14](#) (Dog Handler) of the current Collective Bargaining Agreement. All other provisions of [Article 14](#) and [Article 15](#) do not apply to these employees.

This Agreement will become effective at the beginning of the next available workweek, or earlier at management's discretion, immediately following the date of the last signature.

This Agreement may be evaluated every six (6) months by the Parties to ensure it meets operational needs. The Agreement may be discontinued, by either management or OSPOA, without cause at the conclusion of any six (6) month interval.

This Agreement only applies to employees assigned as Patrol Division Dog handlers and shall not be interpreted as precedent setting for any similar situations in the future.

Reaffirmed and continued.

## Letter of Agreement – 16-B – Crash Reconstructionist

This Agreement is entered into between the Department of Oregon State Police (Department), the Oregon State Police Officers' Association (Association), and the Department of Administrative Services (DAS).

The purpose of the Agreement is to allow the Patrol Division Regional Crash Reconstructionist' the ability to schedule shifts with the greatest amount of flexibility to effectively perform their assigned duties. This Agreement applies specifically to employees assigned as Patrol Division Regional Crash Reconstructionist and shall not be precedent setting.

Therefore, the Parties agree to allow the Patrol Division Region Crash Reconstructionist' to work a schedule consistent with the language contained in [Article 16.2](#) (Drug Enforcement Section Itinerary); [Article 16.3](#) (Itinerary Practices); and [Article 18.2](#) (Irregular Hours) of the current Collective Bargaining Agreement.

This Agreement is effective at the beginning of the next available workweek, or earlier at management's discretion, immediately following the date of the last signature.

This Agreement may be evaluated every six (6) months by the Parties to ensure it meets operational needs. The Agreement may be discontinued, by either management or OSPOA, without cause at the conclusion of any six (6) month interval.



## **Memorandum of Understanding – 20-A – Alternative Vacation Bidding Southern Command Center**

This Memorandum of Understanding (MOU) by and between the Oregon State Police Officers' Association (OSPOA) and the State of Oregon, Department of State Police is for the purpose of setting forth alternative vacation bidding for the Southern Command Center (otherwise referred to as "SCC") workgroup.

Whereas, the SCC workgroup currently selects their shifts and schedule through Team Directed Scheduling;

Whereas, the SCC workgroup desires to have their vacation bid align with their shift selection;

Whereas, the language of Article 20.2 – Selection of Vacation Times – within the Collective Bargaining Agreement only allows for vacation bidding one (1) time a year;

Now, therefore, in consideration of the mutual promises hereinafter stated, the Parties do agree as follows:

1. The workgroup consisting of Telecommunicators employed at the SCC shall be allowed to bid vacation each time they bid for shifts.
2. The vacation bid must fall within the same time frame for which shifts are bid
3. Vacation bids will be subject to the same deadline for submission as are utilized for the selection of shifts.
4. Except as modified in the MOU, Article 20 of the Collective Bargaining Agreement shall govern the selection of vacation times for the SCC workgroup.
5. This MOU shall be effective for the remainder of the contract period, unless specifically extended in writing by the Parties.
6. This MOU is specific to the SCC workgroup and does not set a precedence for other groups utilizing Team Directed Scheduling.
7. In accordance with Appendix A of the current Collective Bargaining Agreement, either Party may discontinue Team Directed Scheduling and the accompanying vacation bid process identified in this MOU at the conclusion of any six (6) month interval.

Reaffirmed and continued.

## **Letter of Agreement – 21 A – Command Center Sick Call In**

Dispatch employees may not substitute compensatory time for sick leave on their timesheet, unless the employee has exhausted all other forms of paid leave.

Dispatch employees absent from work without pre-authorization shall not be entitled to compensatory time for overtime hours worked during the workweek unless the employee is mandated for unscheduled overtime.

Employees on leave without pay status (unprotected leave) shall not be entitled to elect compensatory time for overtime in the ensuing pay period.

Dispatch Employees utilizing protected leave shall not suffer an adverse employment action as a result of the use of such leave.

This Letter of Agreement remains in place unless the Parties mutually agree otherwise.

## **Letter of Agreement – 25-A – Lead Worker Differential Command Centers**

This Letter of Agreement (LOA) by and between the Oregon State Police Officers' Association (Association) and the State of Oregon, acting through the Department of Administrative Services (Employer), on behalf of the Oregon State Police (Department) is for the purpose of setting forth how lead workers will be utilized in the Southern and Northern Command Centers (SCC), (NCC).

Whereas, the SCC and NCC workgroup shall be allowed to utilize Telecommunicators as lead workers to provide coverage for Supervisors (PEM/A).

Now, therefore, the Parties do agree as follows:

1. The differential provided for the lead worker will be paid a five (5%) percent differential on base salary.
2. The lead worker will receive daily overtime for hours worked over his/her bid ten (10)-hour shift.
3. The lead worker will be scheduled according to the current PEM/A work schedule, without penalty to the Employer. This schedule may fluctuate based upon business operations and needs. When not assigned to lead worker duties the employee will return to their normal work schedule.
4. The lead worker will have days off and/or shift changes to correspond with the PEM/A schedule.

Reaffirmed and continued.

## Letter of Agreement – 25-D – Lead Worker Differential for the Forensics Division

This Letter of Agreement by and between the Oregon State Police Officers' Association (Association) and the State of Oregon, acting through its Department of Administrative Services (Employer), on behalf of the Oregon State Police (Department) is for the purpose of setting forth how Lead Workers will be utilized in the Forensics Services Division.

Upon mutual agreement the Forensic Services Division shall be allowed to utilize Forensic Scientists as lead workers to assist in providing coverage for Laboratory Supervisors when assigned by management to perform Lead Worker duties.

In consideration of the mutual promises hereinafter stated, the Parties do agree as follows:

1. The differential pay provided for the lead worker is five percent (5%) of their base salary.
2. Their schedule will generally be five – eights (5/8s) Monday-Friday; however, alternative schedules may be approved by their supervisor.
3. Lead worker duties may include, but are not limited to:
  - a. Performs duties of Lead Worker
  - b. Answer after hours call from customers for lab assistance (minimum callback applies)
  - c. Dispatch to staff to crime scenes (minimum callback applies)
  - d. Performs supervisory level review of casework
  - e. Attend law enforcement meetings
  - f. Provide updates to Division management regarding lab personnel
  - g. Coordinates schedules
  - h. Assigns work
  - i. Provides input for performance evaluations.

This Letter of Agreement will sunset on June 30, 2023.

## **Letter of Agreement – 25-E – Lead Worker and Field Response Differential for the Evidence Program**

This Letter of Agreement by and between the Oregon State Police Officers' Association (Association) and the State of Oregon, acting through its Department of Administrative Services (Employer), on behalf of the Oregon State Police (Department) is for the purpose of setting forth how Lead Workers will be utilized in the Evidence Program.

The Parties agree; the Evidence Program shall be allowed to utilize Evidence Technicians/Coordinators as lead workers to assist in providing coverage when assigned by management to perform Lead Worker duties and perform evidence field response.

- A. Lead Worker Differential.
  - 1. The differential pay provided for the lead worker is five percent (5%) of their base salary.
  - 2. Lead worker duties may include, but are not limited to:
    - a. Performs duties of Lead Worker
    - b. Answer after hours calls for assistance (minimum callback applies)
    - c. Dispatch staff to crime scenes (minimum callback applies)
    - d. Performs supervisory level review/audit of work product
    - e. Attend law enforcement meetings
    - f. Provide updates to Division management regarding personnel
    - g. Coordinates schedules
    - h. Assigns work
    - i. Provides input for performance evaluations
  
- B. Evidence Field Response
  - 1. Evidence program employees assigned field response duties will receive five percent (5%) of their regular base pay for all hours worked.

This Letter of Agreement will sunset on June 30, 2023.

## **Letter of Agreement – 28-A – Retiree DROP Pilot Program**

This Agreement is entered into between the Department of Oregon State Police (Department), the Oregon State Police Officers' Association (Association), and the Department of Administrative Services (DAS).

The purpose of this Agreement is to allow the Department to utilize retired members to fill critical patrol vacancies while the Department actively seeks a full time replacement for the vacated position. Retirees utilized in this capacity would be for a specified period of no less than six (6) months with an option to renew in six (6) month increments upon mutual agreement between the Department and the Retiree. The total time that a Retiree may serve in the DROP Pilot Program is twenty-four (24) months.

The Parties agree that the Department may offer a current OSPOA member employment as a sworn police officer after the employee retires, in any area of the state that does not limit the hours that a Retiree may work under PERS retirement statutes and rules.

Any OSPOA member assigned to the work group and work site that has been identified by management as a critical vacancy, and who is eligible to retire, shall be given first consideration to fill the identified critical vacancy. If no one in the current work group is eligible and acceptable, the Department may open the position to any current OSPOA member who is eligible and willing to fill the position. If no current OSPOA member is eligible and willing to fill the position, then the Department may open the position to any current OSP retiree who qualifies to fill the position. The Department retains the exclusive right to determine acceptability and placement of candidates in the DROP Pilot Program. Unsuccessful candidates do not have the right to grieve the Department's decision.

Participants in the DROP Pilot Program are not eligible for promotion, transfer to other positions or specialty assignments.

A retired member who is participating in the DROP Pilot Program will be paid at the top pay step established for a senior trooper. All applicable incentives will apply. The retired member will accrue eight (8) hours a month vacation leave and use vacation leave under the rules established for new employees, and receive holiday, personal business, and governor's days and maintain membership in OSPOA for the duration of the assignment.

A retired member participating in the DROP Pilot Program will not retain the right to participate in the vacation or shift bid process and may not grieve scheduling changes or shift selection. Management has the right to change a work schedule with a twenty-eight (28) day notice for an operating need if the proposed change is going to extend beyond a week.

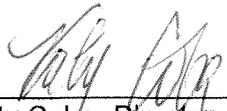
All articles of the Collective Bargaining Agreement will apply to retired members participating in the DROP Pilot Program, with the exception of provisions stated in this Agreement and articles relating to retirement contributions, seniority and insurance.

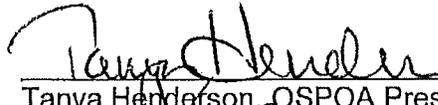
This Letter of Agreement will automatically sunset with the term of the successor Collective Bargaining Agreement unless it is expressly renewed by the Parties.

2019-2021 Signature Page

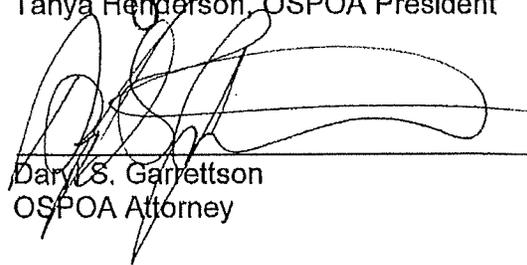
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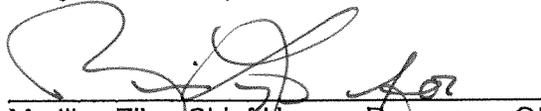
Signed this 6 day of March, 2020 ~~19~~

  
Katy Coba, Director  
Department of Administrative Services (DAS)

  
Tanya Henderson, OSPOA President

  
Travis Hampton, Superintendent  
Oregon State Department of Police

  
Daryl S. Garrettson  
OSPOA Attorney

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

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



**DAS** DEPARTMENT OF  
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**Department of Administrative Services**  
**Chief Human Resources Office**  
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**(503) 378-2616**  
**LRU@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>