

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE

STATE OF OREGON

AND

THE ASSOCIATION OF OREGON CORRECTIONS  
EMPLOYEES

**2009-2011**

## TABLE OF CONTENTS

ARTICLE 1 - SCOPE OF AGREEMENT.....	1
ARTICLE 2 - TERM OF AGREEMENT.....	2
ARTICLE 3 - MANAGEMENT RIGHTS.....	3
ARTICLE 4 - ASSOCIATION SECURITY.....	3
ARTICLE 5 - ASSOCIATION/MANAGEMENT MEETINGS.....	8
ARTICLE 6 - EMPLOYEE PARKING.....	8
ARTICLE 7 - SEPARABILITY OF PROVISIONS.....	8
ARTICLE 8 - ELECTION DAYS.....	8
ARTICLE 9 - CONTRACTING OUT.....	9
ARTICLE 10 - SALARY AND WAGES.....	9
ARTICLE 11 - SALARY ADMINISTRATION.....	10
ARTICLE 12 - OVERTIME.....	12
ARTICLE 13 - DIFFERENTIALS.....	14
ARTICLE 14 - CALL BACK AND REPORTING PAY.....	16
ARTICLE 15 - ON-CALL/STANDY.....	17
ARTICLE 16 - WORK OUT OF CLASSIFICATION.....	18
ARTICLE 17 - LEAD WORK DIFFERENTIAL.....	18
ARTICLE 18 - PER DIEM/MILEAGE/MOVING ALLOWANCE.....	19
ARTICLE 19 - INSURANCE.....	19
ARTICLE 20 - HOLIDAYS.....	20
ARTICLE 21 - VACATION LEAVE.....	21
ARTICLE 22 - SICK LEAVE WITH PAY.....	24
ARTICLE 23 - SICK LEAVE WITHOUT PAY.....	27
ARTICLE 24 - INCLEMENT CONDITIONS.....	27
ARTICLE 25 - LEAVES WITH PAY.....	28
ARTICLE 26 - LEAVE OF ABSENCE WITHOUT PAY.....	29
ARTICLE 27 - PRE-RETIREMENT COUNSELING LEAVE.....	29
ARTICLE 28 - WORKING CONDITIONS.....	30
ARTICLE 29 - UNIFORMS AND PROTECTIVE CLOTHING.....	33
ARTICLE 30 - NOT USED.....	34
ARTICLE 31 - SAFETY AND HEALTH.....	34
ARTICLE 32 - JOB SHARING.....	35
ARTICLE 33 - STRESS/CAREER COUNSELING.....	36
ARTICLE 34 - TRIAL SERVICE.....	36
ARTICLE 35 - PROMOTIONS/ADVANCEMENT.....	37
ARTICLE 36 - TRAINING/EDUCATION.....	38
ARTICLE 37 - REVIEW OF CLASSIFICATION SERIES.....	39
ARTICLE 38 - RECLASSIFICATION PROCEDURE.....	39
ARTICLE 39 - SENIORITY AND LA YOFF PROCEDURE.....	41
ARTICLE 40 - PERSONNEL FILES.....	43
ARTICLE 41 - EMPLOYEE RIGHTS.....	43
ARTICLE 42 - DRUG TESTING.....	45
ARTICLE 43 - DISCIPLINE AND DISCHARGE.....	50
ARTICLE 44 - GRIEVANCE AND ARBITRATION.....	51
APPENDIX A.....	54
APPENDIX B.....	57
APPENDIX C.....	58
LETTERS OF AGREEMENT.....	72

## ARTICLE 1 - SCOPE OF AGREEMENT

### Section 1.

This Agreement is made and entered into by and between the State of Oregon (hereinafter the "Employer"), and the Association of Oregon Corrections Employees (hereinafter the "Association"), and is binding upon the Association and the Employer and all designated representatives of the Association and the Employer.

### Section 2.

The Employer recognizes the Association as the sole and exclusive bargaining agent for the employees within the certified bargaining unit. The terms and conditions of employment set forth in this Agreement shall apply to all classified positions (except temporary positions and those positions excludable by ORS 243.650) within the bargaining unit within the Department of Corrections which are at the Oregon State Penitentiary, the Mill Creek Correctional Facility, and the South Fork Forest Camp, and the Correctional Officers, Correctional Corporals and Correctional Sergeants at Oregon State Correctional Institution.

### Section 3.

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

### Section 4.

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

### Section 5. Complete Agreement/Past Practices.

A. 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.

- B. 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.

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.

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.

The parties recognize that the rules and policies of the department may involve both mandatory and permissive subjects of bargaining; therefore the Department will not substantively change a mandatory subject of bargaining in a rule or policy without first notifying the Association.

#### Section 6. Emergencies.

During periods of bona fide emergency, provisions of this Contract regarding work assignments and scheduling, job posting, and overtime scheduling may be temporarily suspended by the Employer as required for the duration of the emergency. As soon as practicable, notification of the emergency status will be made to the Association or designee.

- A. A bona fide emergency is defined as the period of time during an unexpected occurrence or set of circumstances involving a substantial threat to Employer's ability to maintain the safe custody, control and security of inmates, including natural and man-made disasters or crises necessitating immediate lock down of inmates or extraordinary increase in security measures, including but not limited to earthquakes, storms, fires, inmate riots, bomb threats, explosions, power outages, inmate epidemics, escape attempts or other serious breeches of security, substantial unexpected depletions of available staff due to military call ups or disease epidemics, and periods of similar types of unexpected occurrences or sets of circumstances, which have the actual or probable effect of seriously compromising Employer's ability to maintain safe custody, control and security of the inmate population.
- B. When reasonably possible, emergency suspensions of above described contract rights will be localized to the facility or work unit directly involved in the emergency occurrence or set of circumstances.
- C. This Section shall not be used by management to justify suspension of above described contract rights to meet daily operational needs in filling unexpected shift vacancies due to absences of scheduled staff which occur from time to time; or, to cover holding over staff on shift during periods of minor crisis, which are of local impact in a work unit.

## **ARTICLE 2 - TERM OF AGREEMENT**

### Section 1.

This Agreement, and attachments hereto, unless otherwise provided for herein, shall be in full force and effect from signing of this Agreement through June 30, 2011.

### Section 2.

The Association will designate its bargaining team members for contract negotiations. No more than five (5) of them shall be released with pay for the purposes of negotiations for a successor Agreement and no more than two (2) of them who work at OSCI, except that the second person will be released if it does not create an overtime liability at OSCI. Negotiations time shall include agreed-upon caucus time before and/or after the joint negotiation sessions. Also, employees may trade shifts or use vacation leave to attend negotiations, if necessary. Team members shall receive no overtime pay while serving during paid release periods for negotiations. The Association agrees to schedule negotiations so that Employer will not incur any overtime penalty for team members during negotiations.

During the negotiation process, this Agreement will remain in full force and effect unless modified by mutual agreement of the State of Oregon and the Association.

### Section 3.

Either party may open negotiations for a successor Agreement by giving written notice to the other party on or about December 1, 2010. The notice shall specify contract Articles, Sections and/or topics which are desired to be negotiated. Unless otherwise agreed, the parties shall commence such negotiations on or before January 1, 2011.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

The Association agrees that the Employer retains all inherent rights of management and hereby recognizes the sole and exclusive right of the State of Oregon, as the Employer, to operate and manage its affairs in accordance with its responsibilities to maintain efficient governmental operations. The Employer retains all rights to direct the work of its employees, including, but not limited to, the right to hire, promote, assign, transfer, demote, suspend, or discharge employees for proper cause; to schedule work; determine the processes for accomplishing work; to relieve employees from duties because of lack of work or for other legitimate reasons; to take action as necessary to carry out the missions of the State; or determine the methods, means, and personnel by which operations are to be carried on, except as modified or circumscribed by the terms of this Agreement. The retention of these rights does not preclude any employee from filing a grievance, pursuant to Article 44, Grievance and Arbitration Procedure, or seeking a review of the exercise of these rights, when it is alleged such exercise violates provisions of this agreement.

## **ARTICLE 4 - ASSOCIATION SECURITY**

### Section 1. New Employees.

The Employer agrees to inform all new employees hired into positions included in the bargaining unit of the Association's exclusive recognition, and shall provide all present and future employees in the bargaining unit with a copy of its Agreement, provided the parties shall share equally in the costs of preparation and distribution of the Agreement. The Employer agrees to allow duly certified Association Representatives thirty (30) minutes, when new employee orientation classes are held, to speak to new employees about the Association's exclusive recognition, its benefits, and services available to the membership. The purpose of this meeting will be to orient new employees as to the provisions of the collective bargaining agreement. This time will not be used for discussion of labor-management disputes.

Section 2. Association Access.

Accredited representatives of the Association, upon proper introduction and notice, shall have reasonable access to the premises of the Employer during all working hours to conduct Association business (with appropriate observation of the security regulations of the Employer).

Section 3.

Unless otherwise provided in this Agreement, the internal business of the Association shall be conducted by the employee during non-duty time.

All policies, procedures, and rules and all provisions of this Agreement shall be applied equitably among employees to whom they apply.

Section 4. Release Time.

Association may select, and shall certify in writing to the Agency, employees to act as Association Representatives. Association representatives and/or grievant shall be allowed reasonable release time to investigate and resolve grievances provided that such activity does not interfere with the regular work routine with prior approval of management, which shall not be unreasonably withheld. Additionally, association representatives shall be allowed reasonable release time to investigate and resolve incidents involving potential grievances or unfair labor practices, and to distribute Association informational material, provided that such activity does not interfere with the regular work routine with prior approval of management, which shall not be unreasonably withheld. The investigation and discussions with management towards the resolution of employee grievances will be permitted during working hours without loss of compensation. If the permitted activities would interfere with either the Association representative's or the grievant's duties, management shall, within the next working day, arrange a mutually satisfactory time for the requested activities. Time spent in grievance activities without the proper notification and release by an appropriate supervisor involved will be considered unauthorized leave without pay for both the representative and the grievant. An employee may request and have present an Association representative at any formal discussion on disciplinary actions, or grievance proceedings, or any other matter that might adversely and substantially affect his/her future employment, pay, or chances for promotion.

Management shall provide written notification to the President of the Association or designee of a pending disciplinary action (suspension, reduction, demotion or dismissal) against an employee. Copies of all discipline, including written reprimands, imposed upon bargaining unit members shall be automatically supplied to the President of the Association at the time the employee is notified in writing of such discipline.

Section 5. Association Business Leave.

- A. Employees elected to Association office or otherwise selected by the Association to conduct Association business that takes them away from their employment may be granted either leave without pay, vacation leave, or paid time from the release bank, pursuant to "D" below, for a reasonable period of time, upon seven (7) days advance notice by the Association. The determination for granting such leave shall be made by Employer based on operational needs of the Agency. Leave will be requested through the normal Agency procedure.
- B. Association President or the Association's Representative shall be granted leave without loss of pay or benefits to attend to any of the following:
  - 1. Association Grievance Hearings;

2. Responding to an employee request for a representative under circumstances indicated in Section 4 above;
3. Any other meeting where the Association's Representative is requested by a management employee of the DOC or DAS-LRU;
4. To investigate a potential grievance or unfair labor practice;
5. Arbitration hearings or other administrative hearings before the Employment Relations Board or State Court directly involving the Association and the Employer, and
6. To conduct Association meetings, which will not take more than sixteen (16) hours a month.

C. Association E-Board Leave. Upon written request from the AOCE Executive Board to the DOC Director, the AOCE President and/or one E-Board member shall be given release time from his/her position for a period of time up to one (1) year in no less than two (2)-week increments for the performance of Association duties related to the collective bargaining relationship. However, if the Association President and/or E-Board member requests release time for less than his/her full regular schedule, such release time shall be subject to the Employer's approval based on the operating needs of the employee's work unit and based on the principal that Association work should be scheduled during this release time wherever possible. AOCE shall, within thirty (30) days of payment to the employee, reimburse the State for payment of appropriate salary, benefits, paid leave time, pension, overtime, and all other employer-related costs. AOCE shall indemnify and hold the State harmless against any and all claims, damages, suits, or other forms of liability which may arise out of any action taken or not taken by the State for the purpose of complying with this provision.

D. Release Time Bank.

1. Members of the bargaining unit shall be entitled to donate accrued but unused vacation time and/or personal leave time to an AOCE release time bank subject to the conditions set forth in this Article. The contributions shall be in two (2) or more hour increments. Contributions in fractions of hours will not be allowed. Contributions to the release time bank shall not exceed seven hundred fifty (750) hours during the two (2) year period ending June 30, 2011. Any balance remaining shall be considered as part of the seven hundred fifty (750) hour cap for the following biennium.
2. Establishing the Bank. When an employee desires to make a contribution to the release time bank, the employee will complete a release time contributions form and file it with payroll staff. The payroll office will determine that the employee authorizing the release time bank contribution has the earned time prior to posting the contributed time to the release time bank. A copy of all approved release time contribution forms will be forwarded to the AOCE office by payroll.
3. Withdrawal from the Bank. Based on the operational needs of the Agency, the Agency will permit a reasonable number of AOCE members off for the use of release time bank time. Time drawn from the release time bank shall be in four (4) hour increments. Only the AOCE President and Executive Vice-Presidents may authorize time withdrawal from the release time bank for the

purposes of grievance processing and investigation, for conducting training of Association 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.

4. Administration. The Agency may reduce the release time bank total accrual by two (2) hours at the end of each month to recover the cost of administering this bank. The end of month total accrual will be submitted to AOCE monthly.

#### Section 6. Communications

- A. Employer agrees to provide and maintain six (6) glass enclosed bulletin boards at OSP for the Association to use to post official Association notices only. The boards shall be located in areas providing reasonable access to Association membership with at least two (2) being provided at or adjacent to the main entrance to the inmate security facilities in the administration building, and two (2) to be located within the OSP walls in segregated facilities where in past practice such boards have been utilized. Two (2) of the bulletin boards will be in the industry area, one (1) by the warehouse and one (1) by the front office. Employer agrees that it will continue to provide a glass enclosed bulletin board at the Mill Creek Correctional Facility for AOCE use as above described, and other bulletin boards in current use at facilities outside of the OSP walls, including the South Fork Forest Camp. There will be two (2) glass enclosed bulletin boards at OSCI, one (1) in the staff lounge and one (1) in the SAR room. The Association shall keep boards neat and orderly. The Association is responsible for the contents of the boards and shall furnish locks for glass enclosed boards.
- B. The Association shall be allowed the use of the internal mail system for communicating with its members. These communications will not unduly impact the operation of the mail room. If the Employer determines there is an impact, this matter will be reopened for negotiations.
- C. Upon written request, the Association may be allowed the use of the facilities of the Agency for meetings when available.
- D. AOCE representatives and AOCE represented employees may use the Agency's e-mail messaging system to communicate about union business provided that all of the following conditions are met:
  1. Use shall not contain false, unlawful, offensive, or derogatory statements against any person, organization or group of persons. Statements shall not contain profanity, vulgarity, sexual content, character slurs, threats or threats of violence. The content of the e-mail shall not contain rude or hostile references to race, marital status, age, gender, sexual orientation, religious or political beliefs, national origin, health, or disability. Violations of this section will be subject to discipline.
  2. The parties understand that any and all communications are not confidential. As such, all communications shall be subject to the Department's Acceptable Use of Electronic Information Systems policy. The Agency reserves the right to trace, review, audit, access, intercept, recover or monitor use of its e-mail system without notice.
  3. Use of the e-mail system will not adversely affect the use of or hinder the performance of an Agency's computer system for Agency business.

4. E-mail usage shall comply with Agency policies applicable to all users such as protection or confidential information and security information.
5. The Agency will not incur any additional costs for e-mail usage including printing.
6. Use of the Agency's e-mail system shall be on employee's non-work time.
7. Representatives and employees cannot use the "Reply All" function.
8. Should the Agency believe that the association's representatives or represented members have violated this agreement, the Agency will immediately notify the individual(s) involved and require an immediate discontinuance of the use believed to violate this agreement. The Agency will notify AOCE's President in writing; the AOCE President shall respond in writing and include the action that will be taken to enforce this agreement. If the violation continues despite these actions, the Agency will notify the AOCE in writing and include the action that will be taken to enforce this agreement. The employer may exercise its right to use progressive discipline for section 1 violations notwithstanding this section.
9. The Association shall indemnify and save the employer harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the employer for the purpose of complying with this provision.

#### Section 7. Dues Deduction.

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

#### Section 8. Fair Share.

The terms of this Contract have been made for all employees in the bargaining unit, not solely for members of the Association. The parties recognize that it is fair that each employee in the bargaining unit should bear a fair share of the cost incurred by the Association in meeting its responsibilities as a recognized bargaining unit representative.

Each employee not exempt under recognition of this Contract shall within thirty (30) days of hire, have deducted monthly from his/her pay by the State for a fair share assessment in the amount certified to the Employer by the Association. Such sum shall constitute that employee's fair and equitable contribution to the expenses of administering this Contract on his/her behalf by the Association. Such deduction shall be made only if accrued earnings are sufficient to cover the service fee after all other authorized payroll deductions have been made.

The deduction and disbursement to the Association of dues, and service fees provided herein shall be accomplished monthly by the State and payment to the Association shall be made on or before the fifteenth (15th) day following the date such deductions were made.

Any employee who is a member of a bona fide religious organization which teaches as a doctrine of faith that payment of Association dues is wrong may follow the procedures allowed by the State law to have the employee's in lieu of dues payment paid to a non-religious charity.

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

Section 9. Employee Statistics.

The DAS-Labor Relations Unit and the Agency will, upon request of the Association, provide any regularly produced computer runs containing non-confidential statistics of the Association's bargaining unit members. This will include one (1) printout in January and July of each year showing names and addresses of all bargaining unit employees and monthly information currently furnished. The Agency will also provide the Association with addresses of bargaining unit members on a quarterly basis. Any costs incurred in compiling and photocopying these statistical reports under this Agreement shall be billed to the Association.

**ARTICLE 5 - ASSOCIATION/MANAGEMENT MEETINGS**

Section 1. Purpose.

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

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

Section 2. Scope of Authority.

Meetings will be held for purpose of discussion only. The committee will not enter into a binding agreement of any sort unless reduced to writing and subsequently signed by authorized individuals. Contractual type negotiations, attempts to resolve individual grievances, or similar matters must be handled in the manner provided within the Contract and will not be proper subject matter for such meeting.

**ARTICLE 6 - EMPLOYEE PARKING**

Management shall maintain, without charge, parking facilities at all Institutions.

**ARTICLE 7 - SEPARABILITY OF PROVISIONS**

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

**ARTICLE 8 - ELECTION DAYS**

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

## **ARTICLE 9 - CONTRACTING OUT**

### Section 1.

The Agency may determine to contract or subcontract work provided that as to work which is presently and regularly performed by employees in the bargaining unit, the Agency agrees to notify the Association and negotiate the decision and the impact of the pending action. It is specifically understood that such negotiations are not required in (1) emergency situations; (2) where the impact is minimal (and not mandatory).

### Section 2.

For non-custody short-term vacancies at the South Fork Forest Camp of an Association bargaining unit member not to exceed two (2) weeks, such personnel may be replaced with non-bargaining unit employees, with notice to the Association prior to the assignment.

## **ARTICLE 10 - SALARY AND WAGES**

### Section 1.

Effective at 11:59 p.m. on June 30, 2009, the State shall add an additional salary step at the top of each salary range and remove the lowest step of each salary range in all job classifications in the bargaining unit. Employees shall be eligible to advance to the next highest step in their respective salary ranges, assuming that they otherwise qualify for a step increase based on standard performance criteria, on their first salary eligibility date after June 30, 2009. Employees whose rate is below the first step of the classification's pay range following the June 30, 2009 adjustment shall be moved to the new first step effective July 1, 2009 and a new salary eligibility date of July 1, 2010 shall be assigned. (See LOA Article 10/11.)

### Section 2.

#### A. Public Employees Retirement System ("PERS") Members.

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

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

#### B. Oregon Public Service Retirement Plan Pension Program Members.

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

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

“salary” for the purposes of determining the amount of employee contributions required to be contributed pursuant to Section 32 of Chapter 733, Oregon Laws 2003.

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

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

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

**ARTICLE 11 - SALARY ADMINISTRATION**

Section 1.

Salary eligibility date is defined as the date an employee is eligible for an annual performance pay increase. The salary eligibility date is computed from the date of hire. Employees shall be eligible for annual performance pay increases on their salary eligibility date, provided the employee is not at the top of the salary range of his/her classification. The employee may be denied the annual performance pay increase if there has been a serious performance or attendance problem. Denials are subject to review within six (6) months. Denials may be grieved under the provisions of Article 44. (See LOA Article 10/11.)

Section 2.

Any employee requiring an emergency draw shall be authorized once each calendar year to make such a draw without explanation. Additional draws may be requested in accord with existing policy and will be considered on a case-by-case basis.

Section 3. Submission of Salary Increases.

- A. For employees initially hired to state service, the salary eligibility date shall be set one (1) year from date of hire. However, an employee’s salary eligibility date may only change because of employment actions as a result of reallocations, trial service extensions as provided in Article 34, promotions, reemployments, reclassifications or leaves without pay in excess of thirty (30) days except those leaves protected by federal or state law (FMLA, military, workers compensation) and unpaid union leave up to ninety (90) days.
- B. Salary increases to correct errors or oversights and retroactive payments resulting from grievance settlements will be authorized. In no event shall any retroactivity exceed twelve (12) months from the date upon which the oversight or error is brought to management's attention in writing, or in the case of a grievance settlement, thirty (30) days before the date the grievance was filed in writing.

#### Section 4. Salary on Promotion.

An employee shall be given an increase to the next higher rate in the new salary range effective on the date of the promotion and the employee's salary eligibility date shall be set for six (6) calendar months after the date of promotion or upon completion of trial service whichever is sooner. Upon successful completion of promotional trial service, the employee will receive a salary increase and annually thereafter until the employee reaches the top of the range. (See LOA Article 10/11.)

#### Section 5. Salary on Demotion.

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

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

Whenever employees demote to a job classification in a lower range but their previous salary is above the highest step for that range, the employee shall be paid at the highest step in the new salary range.

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

#### Section 6. Effect of Break in Service.

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

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

#### Section 7. Recoupment of Salary Overpayments.

In the event that an employee receives wages from the Employer to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Employer shall make deductions from future paychecks of the employee to recover the overpayment by notifying the employee in writing of the overpayment. Repayments will not begin without notice to the employee. Within fifteen (15) calendar days, the Employer, Association and employee shall attempt to reach agreement as to a mutually agreeable repayment schedule. The repayments will occur from the employee's first of the month paychecks only

unless the employee agrees to mid-month repayments. If they are unable to reach agreement on a repayment schedule, each side's last offer shall be presented to an arbitrator, who shall select one.

## ARTICLE 12 - OVERTIME

### Section 1.

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

### Section 2.

- A. Overtime for employees working a regular work week is time worked in excess of eight (8) hours per day or forty (40) hours per week within the employee's basic workweek. Overtime for employees working an irregular work schedule (4-10) is time worked in excess of the scheduled hours per day or forty (40) hours per week within the employee's basic workweek. Time worked beyond regular schedule by employees scheduled for less than eight (8) hours per day or forty (40) hours per week is additional straight time worked rather than overtime until work exceeds eight (8) hours per day or forty (40) hours per week within the employee's basic workweek. Overtime for employees working twelve (12)-hour shifts is time worked in excess of twelve (12) hours per day or the regularly-scheduled hours within the employee's basic workweek.
- B. Except for shift changes requested by the employee, weeks in which training occurs, or for trial service employees, if a shift change requires that an employee work more than five (5) consecutive days, he/she will be compensated at the rate of time and one-half (1-1/2) for all hours worked in excess of forty (40) hours within his/her prior workweek.
- C. If an employee is required to work more than eight (8), ten (10), or twelve (12) hours (depending on the employee's assigned schedule), in any twenty four (24) hour period, he/she shall be paid at the overtime rate for all hours in excess of the eight (8), ten (10), or twelve (12) hours during that same twenty-four (24)-hour period.
- D. Employee's workweek is defined as the seven (7) day period beginning with his/her first scheduled workday.

### Section 3.

Overtime shall be paid at the rate of time and one-half (1-1/2). The form of compensation of overtime shall be pay or compensatory time off, at the option of the Employer. If the compensatory time is used, it shall be credited at the appropriate overtime rate. Any compensatory time accrued in excess of eighty (80) hours will be paid off within the pay period of the month following the month in which it is accrued. If these excess hours are not paid by the Employer, the employee may transfer them to the employee's regular vacation leave bank.

### Section 4.

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

## Section 5.

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

## Section 6. Overtime Assignment.

A. Employees are encouraged to sign up for voluntary overtime in advance of its occurrence to facilitate planning. The Employer will maintain voluntary overtime lists upon which employees may designate their eligibility in writing. Employees will indicate if they are available to volunteer for overtime during the period(s) covered by the voluntary overtime list(s). Employees may also indicate which days and shifts they will be available to work during the period(s) covered by the voluntary overtime list(s). The Employer may begin assigning people post qualified to work weekend overtime assignments for the laundry and for perimeter checks from the voluntary list two (2) workdays prior to the shift being assigned. Employees may continue to sign up for overtime after this time, but may not displace an assignment once it is made. If the Employer determines there is a need for overtime less than twelve (12) hours in advance of the overtime opportunity, the overtime will be first offered to the employee who is on duty and whose assignment will be vacant at the conclusion of the shift. If that employee is not interested in the overtime, or if there is a valid reason for denial of the opportunity to that employee, then the Employer will make the overtime opportunity available to other post qualified employees who signed the voluntary overtime list, at the time the overtime is being assigned, beginning with those in the same classification by seniority, and then in seniority order to others on the voluntary overtime list who are outside the classification but are qualified to do the work. For the purposes of this sentence Correctional Officer overtime will be offered first to Correctional Officers, and if no volunteers then to Corporals and if no volunteers then to Sergeants; Corporal overtime first to Corporals and if no volunteers then to Correctional Officers, and if no volunteers then to Sergeants; Sergeant overtime first to Sergeants, and if no volunteers then to Corporals, and if no volunteers then to Correctional Officers.

Alternative time lines for tallying the volunteer overtime list of a particular non-custody work group may be agreed upon in writing by the parties to the agreement.

At Mill Creek Correctional Facility, employees may "split" overtime. The employee assigned the overtime must work a minimum of the first half of the overtime assignment and will be responsible for coverage of the entire overtime assignment. The employee may choose to split any amount of the remainder of the overtime assignment with any other post qualified employee. The employee will be responsible for notifying the Officer in Charge of the intent to split the overtime and indicate the name of the employee that will be filling the remainder of the overtime assignment.

- B. If there are overtime opportunities for nurses, they will be offered first to staff nurses who are on the voluntary overtime list for that week, before those opportunities are offered to other DOC unrepresented nurses or contract nurses.
- C. Physical plant voluntary overtime. If management determines there is a need for overtime immediately following the end of the scheduled shift, it will first be offered to the employee who is working that job as part of his/her regular assignment. If the employee is not able or unavailable to work the overtime then the overtime opportunity will be made available to employees who signed the voluntary overtime list, beginning

with those in the same classification by seniority, and then in seniority order to those on the voluntary overtime list who are outside the classification, but are qualified to perform the work. A regular assignment is defined as a job specific assignment an employee is typically and routinely assigned during the normal working hours of operation.

- D. Employees have to be qualified to perform the overtime work. For non-custody employees, this means that they have to have the skill to supervise work that is being performed by inmates, and for correctional officer series employees, they have to have either the experience or the ability to be able to perform the specialized security tasks.

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

- E. For All Mandatory Overtime. Mandatory overtime is defined as any work beyond the employee's regular shift, other than short extensions of the shift to complete a task where such extension are one (1) hour or less in length, and the employee could face potential discipline if they leave their work site. When an overtime opportunity arises and management is unable to find a volunteer to fill that assignment, the employer may draft employees for the overtime opportunity from a mandatory overtime list on a rotating basis, based on inverse classification seniority. For the purpose of mandatory overtime, Sergeants, Corporals, and Correctional Officers shall be considered one classification. Staff will not be required to work mandatory overtime on their Fridays, their scheduled days off only if they have vacation scheduled the next day, or if they have already worked an overtime assignment on that day except during periods of declared emergency. In addition, Correctional Officer series employees, RNs, and LPNs will not be required to work mandatory overtime on their scheduled days off except during periods of declared emergency.

Nurses shall continue to be assigned pre-scheduled mandatory overtime fourteen (14) days in advance.

## **ARTICLE 13 - DIFFERENTIALS**

### **Section 1. Shift Differentials.**

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

In order to qualify for night shift differential, an employee must be in a job classification which is eligible for overtime compensation.

The employee (except as specified below) shall be paid a differential of seventy-five cents (\$.75) for all hours of any shift which starts between the hours of 12 noon and 3:00 a.m. A portion of an hour is a period of thirty (30) minutes or greater.

RNs, Nurse Practitioners and Health Services Technicians will receive a shift differential of one dollar and eighty-five cents (\$1.85) per hour for all hours of any shift which starts between the hours of 12 noon and 3:00 a.m. RNs and Health Services Technicians working four (4) or more hours between 12 midnight and 6:00 a.m. shall receive two dollars and twenty-five cents (\$2.25) per hour for all hours of their shift.

RNs and LPNs shall be paid a weekend differential for all hours worked on a Saturday and Sunday. RNs and LPNs shall be eligible for the differential for hours worked beginning 12:01 a.m. Saturday through 11:59 p.m. Sunday night. This differential shall be one dollar and sixty cents (\$1.60) per hour.

#### Section 2. Bilingual Differential.

When formally assigned in writing, an employee assigned to interpret to or from another language to English will receive a differential of four percent (4%) over the base rate per month.

#### Section 3. DPSST, TERT/CNT and FTO Differentials.

A. Security employees who obtain an intermediate certificate from DPSST shall have a premium of three percent (3%) per month in addition to their base wages.

Security employees who obtain an advanced certificate from DPSST shall have a premium of six percent (6%) per month in addition to their base wages (above certificate premiums are non-cumulative).

The premium pay shall be effective on the date of the DPSST certification.

B. Members of the TERT/CNT Team shall have a premium of four percent (4%) per month added to their base wages.

C. Custody employees assigned in writing as Basic Corrections Certification FTOs (Field Training Officers) shall have a premium of four percent (4%) per month added to their base wages.

D. Differentials in Sections B and C do not pyramid.

E. Differential rates of four percent (4%) of B and C above shall be effective on January 1, 2010.

#### Section 4. Institution Staff Deployment (ISD).

Security staff who bid or were assigned to variable relief slots shall receive a five percent (5%) premium differential. Non-custody staff may be considered for and assigned to receive an ISD differential where multi-shift/seven (7)-day coverage is required. In such cases, non-custody staff assigned are subject to changes in their regularly scheduled shift and/or days off. Employees receiving this differential shall not be eligible for shift differential or other penalty pay provisions.

#### Section 5. Housing Allowance for Chaplains.

Provided the employee meets all of the IRS regulations, thirty-five percent (35%) of the monthly salary of all Chaplains in the full-time employment of the Department shall be designated as housing allowance. Each Chaplain shall report annually to the appointing authority the exact amount being claimed under Section 107 of the Internal Revenue Code of 1954 as housing allowance.

#### Section 6. DOC Non-Custody Employees.

Security Differential. Security differential points will be awarded to eligible employees. Eligible employees are those employees assigned to Department of Corrections non-custody classifications who perform various levels of security and/or custody duties. Each point is worth twelve dollars and seventy cents (\$12.70).

- A. Annually, as part of the performance review, supervisors and eligible employees shall review the position description and differential assessment form (attached as Appendix B). The review will ensure that the duties of the position are eligible for the differential and the appropriate number of points have been awarded. The position description and assessment form will be signed and forwarded to the assigned department human resource manager who will verify the duties and points. The human resources manager will send the documents to Personnel Records. A copy of the differential assessment form will be placed in the employee's file.
- B. Security differential points shall be reviewed at the employee's request. The employee shall request the employee's current position description and assessment form and then review it with the employee's immediate supervisor. The employee shall receive an official position description and assessment form signed by the supervisor noting agreement or disagreement within fourteen (14) calendar days of submission to the supervisor, or the employee can proceed to the next step without the position description or assessment form. The employee will submit the official, signed position description and assessment form or an unsigned version if the supervisor did not sign it, and a written explanation for the basis of the points change request to the Human Resources Office within thirty (30) days of having given the position description and assessment form to the employee's supervisor.

If the employee disagrees with the Human Resources Office response, the employee may take the matter up as a grievance under Article 44.

**Section 7. Institution Registered Nurses.**

**BSN Differential.** Any Institution Registered Nurse who possesses a Baccalaureate Degree in Nursing shall be eligible to receive an additional four and seventy-five one hundredths percent (4.75%) of his/her salary rate. To receive the differential the nurse shall submit appropriate verification of this degree to the Institution's Human Resource Manager. The nurse may begin receiving the differential the first of the month following confirmation by the HRM.

**MSN Differential.** Any Institution Registered Nurse who possesses a Master's Degree in Nursing shall be eligible receive an additional nine and five-tenths percent (9.5%) of his/her salary rate. Individuals eligible for this differential shall not also receive a BSN differential. To receive the differential the nurse shall submit appropriate verification of this degree to the Institution's Human Resource Manager. The nurse may begin receiving the differential the first of the month following confirmation by the HRM.

**ARTICLE 14 - CALL BACK AND REPORTING PAY**

**Section 1. Call Back.**

- A. An employee who is called back to work outside his/her regular shift will receive overtime compensation in accordance with the overtime Article in this Agreement for hours actually worked, but in no event will the employee be paid less than two and sixty-seven one-hundredths (2.67) hours at the overtime rate of pay.
- B. This provision will not apply when call back results from employee oversight, e.g., taking home necessary keys, equipment necessary at the Institution, etc. This provision does not prevent the Employer from calling employees for information not requiring call back. The employee would not be required to remain home or available unless on standby.

- C. If previously unscheduled involuntary call back will cause an employee a personal hardship, such as difficulty in finding child care, the employee shall be afforded a reasonable amount of time to report to duty.

Section 2. Reporting Pay.

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

**ARTICLE 15 - ON-CALL/STANDY**

Section 1. On-Call.

Employees shall be paid one (1) hour of pay at the regular straight time rate for each six (6) hours of assigned to be on-call. Employees who are assigned to be on-call for less than six (6) hours shall be paid on a prorated basis.

An employee shall be on-call when required to be available for work outside his/her normal working hours and not subject to restrictions which would prevent the employee from using the time while on-call effectively for the employee's own purposes.

Section 2. Standby.

- A. An employee shall be on standby duty when required to be available for work outside his/her normal working hours, and subject to restrictions consistent with the Fair Labor Standards Act which would prevent the employee from using the time while on standby duty effectively for the employee's own purposes.
- B. When a work site or duty station is also an employee's private residence during off-duty hours, time spent at home shall be considered standby duty only when the following conditions exist:
  - 1. The Agency Appointing Authority or designated representative requires that an employee be restricted to a work site or duty station for a specific period time; and
  - 2. The employee is required and must be prepared to commence full-time work if the need arises.
- C. Non-Custody Employees shall be paid one (1) hour of pay at second step of the correctional officer range for every two (2) hours of assigned standby duty.
- D. Correctional Officer Series employees on forest fire assignment who are off duty shall be considered on standby unless the Employer notified the employee otherwise.

Section 3.

An employee shall not be on-call or standby time once he/she actually commences performing assigned duties and receives the appropriate rate of pay for time worked.

Section 4.

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

Section 5.

Standby duty time shall be counted as time worked if so required by the Fair Labor Standards Act.

**ARTICLE 16 - WORK OUT OF CLASSIFICATION**

Section 1.

Except for employees assigned as variable relief pursuant to Article 13, Section 4, when an employee is assigned for a limited period to perform the duties of a position at a higher level classification for five (5) consecutive work days or more, or forty (40) consecutive regular hours or more, the employee shall be compensated for all hours worked beginning from the first day of the assignment for the full period of the assignment at a rate which is not less than the equivalent of a one (1) step increase, or the bottom step of the higher range when no salary overlap exists between ranges. An employee who is assigned work out of class and subsequently is assigned variable relief will be eligible for both work out of classification and ISD differentials.

Section 2.

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

Section 3.

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

Section 4.

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

**ARTICLE 17 - LEAD WORK DIFFERENTIAL**

Section 1.

Lead work differential shall be defined as a differential for employees who have been formally assigned by their supervisor, in writing, "lead work" duties over three (3) or more employees in their classification or salary range for ten (10) consecutive calendar days or more or eighty (80) consecutive regular hours or more. Lead work is where, on a recurring daily basis, while performing essentially the same duties as the workers led, the employee has been directed to perform substantially all of the following functions: to orient new employees, if appropriate; assign and reassign tasks to accomplish prescribed work efficiently; give direction to workers

concerning work procedures; transmit established standards of performance to workers; review work of employees for conformance to standards; and provide informal assessment of workers' performance to the supervisor. All lead work assignments exceeding one (1) calendar work day shall be in writing delivered to the affected employee at the time the assignment is made.

#### Section 2.

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

#### Section 3.

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

#### Section 4.

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

#### Section 5.

If an employee believes that he/she is performing the duties that meet the criteria in Section 1 of a lead worker but the duties have not been formally assigned in writing, the employee may notify the Functional Unit Manager in writing. The Agency will review the duties within fifteen (15) calendar days of the notification. If the Agency determines that lead work duties were in fact assigned and are appropriate, the lead work differential will be effective beginning with the day the employee notified the Agency Head of the issue.

If the Agency determines that the lead work duties were in fact assigned but should not be continued, the Agency may remove the duties during the fifteen (15) calendar day review period with no penalty, except for payment of lead work differential for the time actually worked.

If the Agency concludes that the duties are not lead work, the Agency shall notify the employee in writing within fifteen (15) calendar days from receipt of the employee's notification to the Functional Unit Manager.

### **ARTICLE 18 - PER DIEM/MILEAGE/MOVING ALLOWANCE**

All bargaining unit employees will be reimbursed for per diem and mileage as set forth in the Department of Administrative Services Policy Number 40.10.00.PO and moving expenses as set forth in the Department of Administrative Services Policy Number 40.055.10. The rates referred therein shall change as the policy changes during the life of the Agreement for members of the Association.

### **ARTICLE 19 - INSURANCE**

#### Section 1.

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

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

#### Section 2. Plan Years 2010 and 2011.

Effective January 1, 2009 through December 31, 2009, the Employer shall make a contribution sufficient to cover the premium costs for the PEBB health, dental and basic life benefits chosen by each eligible full-time employee who has at least eighty (80) paid regular hours in a month.

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

For plan year January 1, 2011 through December 31, 2011, the Employer will increase its monthly contributions by up to five percent (5%) of the actual monthly composite resulting for plan year 2010, should the cost of insurance premiums increase by that amount or more.

Should rates for 2010 or 2011 exceed the employer contribution, employees may incur out of pocket monthly premium costs.

### Section 3. PEBB Petition.

If the premium increase in either or both plan years 2010 or 2011 is greater than five percent (5%), the Parties shall jointly petition the Public Employees Benefit Board to use reserve funding to pay for premium increases in excess of five percent (5%), up to a maximum of ten percent (10%) in each year.

The parties may jointly petition the PEBB to do as follows: Employees who live in counties where the PEBB considers there to be an insufficient number of preferred primary care providers within the PPO network will receive the same level of benefits when they use a non-preferred primary care provider as they would using a preferred primary care provider.

### Section 4. Liability in Civil Suits.

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

### Section 5.

The Employer's contributions during the life of this Agreement may be reduced if funds are expended by the Public Employee Benefits Board (PEBB) to reduce contribution levels by the State so long as such reduction does not result in a reduction of benefits to employees.

### Section 6. Reimbursement for Expenses in Criminal Cases.

If an employee faces criminal charges arising out of the course and scope of his employment and the employee is acquitted of those charges, the employer shall reimburse the employee for all reasonable expenses connected with the defense of the employee's lawsuit. This Section shall not apply if the employee is terminated for such conduct and the termination is ultimately upheld through the grievance arbitration process.

## **ARTICLE 20 - HOLIDAYS**

### Section 1.

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

- A. New Year's Day on January 1;
- B. Martin Luther King, Jr.'s Birthday on the third Monday in January;

- C. President's Birthday on the third Monday in February;
- D. Memorial Day on the last Monday in May;
- E. Independence Day on July 4;
- F. Labor Day on the first Monday in September;
- G. Veterans' Day on November 11;
- H. Thanksgiving Day on the fourth Thursday in November;
- I. Christmas Day on December 25;
- J. Every day appointed by the Governor of the State of Oregon as a holiday and every day appointed by the President of the United States as a day of mourning, rejoicing, or other special observance only when the Governor also appoints that day as a holiday.

Section 2.

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

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

Section 3.

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

Section 4.

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

Section 5.

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

**ARTICLE 21 - VACATION LEAVE**

Section 1.

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

After six (6) months through fifth (5th) year	Fifteen (15) workdays for each twelve (12) full calendar months of service (ten (10) hours per month)
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After fifth (5th) year through tenth (10th) year	Eighteen (18) workdays for each twelve (12) full calendar months of service (twelve (12) hours per month)
After tenth (10th) year through fifteenth (15th) year	Twenty-one (21) workdays for each twelve (12) full calendar months of service (fourteen (14) hours per month)
After fifteenth (15th) year through twentieth (20th) year	Twenty-four (24) workdays for each twelve (12) full calendar months of service (sixteen (16) hours per month)
After twentieth (20th) year	Twenty-seven (27) workdays for each twelve (12) full calendar months of service (eighteen (18) hours per month)
After twenty-fifth (25 <sup>th</sup> ) year	Thirty (30) workdays for each twelve (12) full calendar months of service (twenty (20) hours per month)

An additional eight (8) hours of vacation leave, on July 1 of each year, shall be accrued by each full-time employee if the employee is employed as of July 1 of each year. Trial service employees will not be eligible to use this leave until the employee completes trial service.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

Service with a jury shall be considered time worked.

Section 6.

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

Section 7.

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

Section 8.

Vacation hours may accumulate to a maximum of three hundred twenty (320) hours of which only two hundred fifty (250) hours are compensable pursuant to Section 11(A). Subject to other provisions of this Article, hours earned over three hundred twenty (320) hours will be immediately lost to the employee if the equivalent of those hours is not used prior to the month of maximum accrual.

Section 9.

Employees who work at least thirty-two (32) hours per month shall accrue vacation leave on a prorated basis.

Section 10.

Vacation bidding will be conducted on an annual basis. Each facility management team will establish the vacation slots available for the calendar year allowing for required training time for custody employees.

- A. Employees shall select their vacation on the basis of their seniority in the Oregon Department of Corrections with Sergeants, Corporals and Correctional Officers being considered as one (1) classification for this purpose.
- B. Each institution will schedule vacation bidding at their usual time. Sergeants, Corporals and Correctional Officers at OSCI will pilot a twice-annual vacation bidding process for the remainder of the 2009/2011 biennium beginning 1/1/2011.
- C. During the annual vacation bid process, employees may place bids for as many one (1) week blocks of time as they desire. However, employees will not be allowed to bid for vacation slots if they will not have the necessary accrued hours at the time of the requested days off. Those blocks of time requested can be in non-consecutive weeks.
- D. OSP, MCCF, SFFC and OSCI will each bid separately. Non-custody staff shall continue to bid for their vacation based upon past practice.
- E. The Employer and the Association will work cooperatively where the Employer will rearrange the vacation slots so that there is a reasonable amount of additional slots during prime vacationing time.

Section 11.

Upon reasonable notice to and approval of the Employer, employees shall be permitted to use any portion of or all of their accrued vacation credits in any segment, except:

- A. That employees shall have their vacation time up to two hundred fifty (250) hours paid when they are separated, laid off, terminated or take educational leave without pay in excess of thirty (30) days;
- B. As provided for set-off of damages or misappropriation of State property or equipment on termination;

- C. To avoid losing vacation, the Employer may schedule the employee who has accrued three hundred twenty (320) hours to take vacation or make a cash payment in lieu of scheduling.
- D. Employees may request vacation days off outside of the annual vacation bid window on a first-come, first-served basis no more than ninety (90) days prior to the requested time. Such requests will be responded to no less than seven (7) days prior to the requested time. If two (2) or more employees, on the same day, request the same period of time and the matter cannot be resolved by agreement of the parties concerned, the employee having the greatest length of State service shall be granted the time; however, this tie breaking seniority may be exercised only once in any calendar year. An employee may not use his/her seniority to bump an employee out of their Section 10 bid vacation under this Section.

Section 12.

Employees' vacations will start the first (1st) day following their regularly scheduled days off when approved by the Agency. Security employee vacation block(s) of time will start on Sunday.

Section 13.

Staff will be given a specific time and date based upon DOC seniority in which to take place a vacation bid. The "window" will be thirty (30) minutes in length. This list will be posted sixty (60) days in advance of the bidding process. If an employee does not bid in their assigned "window" they may bid anytime afterwards during this process for those remaining open slots.

If an employee desires to turn in a vacation slot, management will open that vacancy to rebid the vacant slot unless there is a valid cause not to do so. The bid period shall be open for seven (7) calendar days. The employee with the highest DOC seniority shall be awarded the vacant vacation slot if they have not previously exercised their seniority to obtain a vacation slot. If the slot is returned less than thirty (30) days prior to the date of the vacation slot, this time will be utilized for single days off subject to first-come, first-served basis.

**ARTICLE 22 - SICK LEAVE WITH PAY**

Section 1.

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

Section 2.

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

Section 3.

Employees who have been separated from the State Service and return as regular status within one (1) year shall have unused sick leave credits accrued during previous employment restored.

Section 4.

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

#### Section 5.

Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease, attendance upon members of the employee's immediate family (employee's parent, wife, husband, domestic partner, children, brother, sister, grandmother, grandfather, son-in-law, daughter-in-law, or another member of the immediate household) where the employee's presence is required because of illness or death in the immediate family of the employee or the employee's spouse or domestic partner. The Employer has the duty to require that the employee make other arrangements within a reasonable period of time for the attendance upon children or other persons in the employee's care. Certification of an attending physician or practitioner may be required by the Agency to support the employee's claim for sick leave, if the employee is absent in excess of five (5) calendar work days or if the Agency has evidence that the employee is abusing sick leave privileges. The Employer may also request such certificate from an employee to determine whether the employee should be allowed to return to work where the Agency has reason to believe that the employee's return to work would be a health hazard to either the employee or to others. Any cost associated with the supplying of a certificate concerning a job-incurred injury or illness that is not covered by Workers' Compensation benefits shall be borne by the Employer.

#### Section 6.

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

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

1. Continue vacation and sick leave accrual while on time loss. Accrued vacation leave shall not exceed three hundred twenty (320) hours.
2. Where the employee is off work due to a serious physical injury directly inflicted by an inmate and the employee's attending physician certifies that the employee cannot perform his/her regular duties or modified work, the DOC Director or designee, shall approve the employee to receive supplemental pay in addition to the employee's worker's comp benefit which shall be equal to the regular salary rate (i.e., the step in the salary range at which the employee is paid) for the first forty-five (45) days of such leave. The DOC Director or designee, at his/her discretion, may continue approving the employee to receive supplemental pay in addition to the employee's worker's comp benefit which shall be equal to the regular salary rate (i.e., the step in the salary range at which the employee is paid) for the next one hundred thirty-five (135) days. After the first one hundred eighty (180) calendar days of such time loss in any rolling twelve month period, the supplemental pay shall end and the employee shall have the option of sick leave proration use

as noted under Section 6. To be approved for this supplemental pay benefit, the employee must have been acting within the course and scope of his/her assignment when assaulted. Time loss resulting from stress related disabilities shall not be eligible for this supplemental benefit. Where the time loss exceeds forty-five (45) calendar days, the department may require the employee be evaluated by the department's independent medical examiner to assess the ongoing need for the time off.

#### Section 7.

If an employee's sick leave accrual should become exhausted, the employee may, at his/her option, with management's approval, utilize any vacation, holiday, personal leave or compensatory time they have accrued. Employees on approved FMLA/OFLA leave would continue to be able to use accrued vacation or comp time.

#### Section 8.

Employees who have to miss work due to a death of a member of their immediate family, or their spouse's or domestic partner's immediate family, shall be entitled to forty (40) hours per calendar year for funeral leave, without loss of pay or benefits. Thereafter, the employee's funeral leave time shall be deducted from the employee's accumulated sick time.

#### Section 9.

Parental and family leave will be as provided by law. In any event, the employee may utilize all accumulated sick time for such leave, to the extent allowed by Court decision or statutes.

#### Section 10. Hardship Leave.

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

- A. Donating employees must have completed initial trial service with the State.
- B. The Agency shall not assume any tax liabilities that would otherwise accrue to the employee.
- C. Use of donated leave shall be consistent with the other sections of this Article.
- D. Applications for hardship leave shall be in writing and sent to the Agency's Human Resources Section accompanied by the treating physician's written statement certifying the illness or injury. Donated leave may be used intermittently.
- E. Accumulated leave includes but is not limited to sick, vacation, personal and compensatory leave accruals.
- F. Donations shall be credited to the recipient's sick leave account. Donated vacation hours are converted to a dollar amount based on the donor's regular hourly rate of pay, and credited to the recipient based on the recipient's current regular hourly rate of pay. Donations shall be in amounts of no less than two (2) hours. Donations shall be used to reimburse the Agency for such costs as are incurred for any insurance contributions pursuant to Article 19, Insurance, which the recipient is eligible to receive as a result of

his/her use of donated hardship leave. Recipients will be allowed to keep forty (40) hours of donated leave for future sick leave use after they return to work. All other unused donated leave will not be deducted from the donor's vacation account.

- G. Donated hours shall be converted and credited to the recipient's account only as needed for the period of recuperation. Any unused donated hours will not be deducted from the donor's account.
- H. Employees otherwise eligible for or receiving disability benefits or worker's compensation benefits or on parental leave are not eligible to receive donations under this Agreement.
- I. For recipient employees on trial service, time spent by the recipient on donated hardship leave shall not count toward completion of his/her trial service period nor toward the salary eligibility date for a step pay increase. When the recipient is released to return to duty, the end of trial service date and salary eligibility date will be adjusted by the period of the donated hardship leave taken.

## **ARTICLE 23 - SICK LEAVE WITHOUT PAY**

### **Section 1.**

After earned sick leave has been exhausted, the appointing authority shall grant sick leave without pay for any job-incurred injury or illness for a period which shall terminate upon demand by the employee for reinstatement accompanied by a certificate issued by the duly licensed attending physician that the employee is physically and/or mentally able to perform the duties of the position. After earned sick leave has been exhausted, the appointing authority shall grant sick leave without pay for any non-job-incurred injury or illness to any employee upon request for a period up to one (1) year provided such leave will not seriously handicap the work of the Agency. Extensions of sick leave without pay for any non-job-incurred injury or illness beyond one (1) year must be approved by the appointing authority. The appointing authority may require that the employee submit a certificate from the attending physician or practitioner in verification of disability resulting from job-incurred or non-job-incurred injury or illness. Any cost associated with the supplying of a certificate concerning a job-incurred injury or illness that is not covered by Workers' Compensation benefits shall be borne by the Employer.

### **Section 2.**

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

### **Section 3.**

An employee who utilizes sick leave without pay for a non-qualifying event may be subject to counseling. Abuse of sick leave without pay may be subject to disciplinary action.

## **ARTICLE 24 - INCLEMENT CONDITIONS**

(Excludes Correctional Officer Series)

Section 1.

When, in the judgment of the Agency Head/Functional Unit Manager or designee, weather conditions or other hazardous conditions require the closing or curtailing of State offices and institutions within the employees' regularly scheduled work day and the employees are ordered home, the employees will be paid for the remainder of their regularly scheduled shift.

Section 2.

The Agency Head/Functional Unit Manager or designee may direct employees to remain at home prior to the beginning of the work shift because of inclement weather or hazardous conditions. If announcement is provided by telephone, television or radio prior to the employee leaving home, the employee will authorize the optional use of accrued vacation, compensatory time or leave without pay during the period in which the employee's work is curtailed due to the inclement or hazardous condition.

Section 3.

If notice is not given as herein provided and the employee reports to his/her regularly scheduled shift of work, he/she shall be assigned work and paid for the full shift of work.

**ARTICLE 25 - LEAVES WITH PAY**

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

Section 1. Service with a jury.

The employee, upon request from the Employer, will pay any money paid by the court for serving on jury to the Employer. An employee who has jury duty will be assigned to day shift for the length of time the employee is on jury duty, if it is necessary to do so for the jury service.

Section 2.

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

Section 3.

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

Section 4.

Eligible employees shall be granted paid military leave in accordance with Oregon Statutes.

Section 5.

An employee may be granted educational leave in which the Agency may defray a part or all of the cost, either through allotment or payment of salary. Such leave shall be granted only when the benefits to be realized by the State will outweigh the cost and inconvenience to the State. Each request for leave must be approved by the

Administrator who normally shall not approve such leave for more than one (1) year. Vacation leave shall not accrue during an educational leave with pay, the duration of which exceeds fifteen (15) calendar days.

Section 6. Job Interview Leave.

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

**ARTICLE 26 - LEAVE OF ABSENCE WITHOUT PAY**

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

An employee who has received official orders from any Reserve component of the Armed Forces of the United States shall be given such military leave without pay as may be provided by law. Employees requiring time off for weekend drills may utilize accrued vacation leave or compensatory time in lieu of leave without pay.

Section 5.

Required appearance before a court as a witness in response to a subpoena for matters not relating to the employee's officially assigned duties. Employees may, with supervisor's approval, use accrued vacation time when subpoenaed to appear in a personal matter. Employees will provide documentation to the Employer to validate the appearance.

**ARTICLE 27 - PRE-RETIREMENT COUNSELING LEAVE**

At any time after reaching forty-five (45) years of age and within five (5) years of each employee's chosen retirement date, the employee shall be granted up to twenty-eight (28) hours of leave with pay to pursue bona fide pre-retirement counseling programs. Employees shall request the use of leave provided in this Article at least seven (7) days prior to the intended date of use.

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

When the dates requested for pre-retirement leave cannot be granted for the above reason, the Agency shall offer the employee a choice from three (3) other sets of dates. The leave herein discussed may be used to

investigate and assemble the employee's retirement program, including PERS, Social Security, insurance and other retirement income.

## **ARTICLE 28 - WORKING CONDITIONS**

### **Section 1. Work Week.**

The workweek shall begin at 12:01 a.m. Sunday and end at 12:00 midnight the following Saturday. All permanent full-time employees in the unit shall be scheduled for five (5) shifts of eight (8) hours with two (2) consecutive days off within each workweek or four (4) shifts of ten (10) hours with three (3) consecutive days off within each workweek, or a twelve (12)-hour workday with a schedule in which the employee works three (3) twelve (12)-hour days followed by four (4) days off, three (3) twelve (12)-hour days followed by four (4) days off and then four (4) twelve (12)-hour days followed by three (3) days off. For the twelve (12)-hour schedule, the Employer adopts a twenty-one (21)-day 7-K FLSA exemption starting the first day the twelve (12)-hour shift begins. Saturday and Sunday will be considered as consecutive days off within the workweek.

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

### **Section 2. Working Hours.**

The standard workday shall be a period of twenty-four (24) hours containing eight (8), ten (10), or twelve (12) consecutive hours of work interrupted by rest and meal periods. Rest periods will consist of two (2) fifteen (15) minute breaks away from the work area. Rest periods preferably will occur between second (2nd) and third (3rd) hours and fifth (5th) and sixth (6th) hours of the employee's shift. The parties recognize that all security staff, however, cannot be guaranteed rest breaks on a regular and recurring basis. Management agrees to make every reasonable effort to allow rest breaks for security staff where possible, but does not guarantee that rest breaks will be granted on every work shift or that they will occur at regular times or during the time frames mentioned above, nor that the break would occur away from the work area in every case. Tower posts will not be eligible for rest breaks pursuant to this Section. However, an OSCI Tower posted employee may request post relief and management will make every reasonable effort to allow post relief where possible; but this does not guarantee that post relief will be granted, nor that the relief would occur away from the work area. However, Corrections Officers serving at posts which have no proper or adequate rest rooms available shall be granted a reasonable time on each shift for rest room use.

### **Section 3. Work Schedule.**

Schedules showing each employee's shift, work days, and hours shall be posted in the appropriate work unit at all times. Except for emergency situations, external contract work, fire crew response or as mutually agreed, the Employer will provide seven (7) days notice of changes in work schedules.

### **Section 4. Meal Periods.**

A meal period shall be allowed for each employee between the third (3<sup>rd</sup>) and fifth (5<sup>th</sup>) hours of the shift, as work permits. This period shall begin upon the employee's passage through the Facility Main Control Center and shall end upon return to the Facility Main Control Center. A reasonable meal period shall be allowed at the conclusion of a regular shift when an employee is required to work overtime. The Employer shall furnish the meal,

and the time shall count as time worked. Employees who are not relieved from their work assignment, and are required to remain in their work area while eating, shall have such time counted as time worked. In no instance shall an employee be required to use a meal period in excess of one (1) hour.

Employer-paid meals shall be provided to certain staff in order to meet the security need of preventing the introduction of contraband, as well as assisting in staff scheduling issues. Designated staff will be provided the same meal as provided the inmate population during the work shifts staff is assigned. The work areas where staff may receive an Employer-paid meal are:

- A. Oregon State Penitentiary – Special Housing Units (IMU, DSU, MHI), represented Health Services staff and office clerks.
- B. Mill Creek Correctional Facility – Security staff only, including inmate work crew supervisors.
- C. South Fork Forest Camp – All AOCE-represented staff.

If an employee is called back to work a full four (4) hour overtime shift with less than two (2) hours' notice, the employee's meal will be furnished by the Employer.

#### Section 5. Clean-up Time in Institution.

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

#### Section 6. Seniority.

Seniority utilized in this article is based on the definitions in Article 39.

#### Section 7. Shift and Time Off Bidding.

- A. Regular status employees in the Correctional Officer series may bid for shifts and days off on a schedule posted by the Employer at their institution on the basis of their classification seniority as defined in Article 39. Regular status employees in the Correctional Officer series who have requested consideration for and met the DOC rule criteria to be assigned within Special Housing Units shall be placed on the approved bidding list and allowed to bid into positions in Special Housing at OSP (DSU, MHI, and IMU) and to positions at OSCI in Unit 5 may bid within those work units for shifts and days off on a schedule posted by the Employer at the work unit on the basis of their classification seniority as defined in Article 39. The manner of bidding will be consistent with the method spelled out in paragraph E of this Section.
- B. Shift and time off schedule bidding shall apply to all bargaining unit work sections, except Education Services. In the case of the South Fork Forest Camp (SFFC), employees will bid on the basis of their classification seniority for the time they have been assigned to SFFC.
- C. The new shift and time off schedules shall be assigned to the senior employee placing the bid. Ties shall be decided by drawing lots. The finalized schedules shall be posted at the work section no less than seven (7) days before the starting date for the new schedules.
- D. Training assignments shall be listed on each bid schedule as exempt from the bidding process.

- E. All affected employees, after placing two (2) successful and consecutive bids on the same shift/days off and working on such shift/days off for two (2) consecutive six (6) month periods, may remain on such shift/days off without placing any further bids unless out bid by a senior employee. Such employee will, however, be eligible to place bids on other shifts/days off as the rotation dates occur.
- F. Employees who are involuntarily reassigned shall retain their shift and days off. If that is not feasible, management will make reasonable attempts to maintain the employee's shift and days off or close proximity of shift and days. The employee shall retain their previous bid vacation.
- G. If a previously bid slot becomes vacant, the vacancy will be posted and employees who are not incumbents and who have not bid can notify management of their interest within seven (7) days. At MCCF all employees can notify management of their interest within seven (7) days. Management will assign the most senior person who is qualified. If, after a reasonable time, no employee has bid for the vacancy, then management may assign that vacancy to the least senior employee or an employee who has not bid a scheduled shift and days off.
- H. Employees will bid for a six (6) to twelve (12) month cycle to commence on or about August and February of each year. The Employer shall post notice of proposed six (6) to twelve (12) month rotation of shift and time off schedules and a seniority roster at the work unit thirty (30) days in advance of the bid. A list of employees selected for assignment to special housing and who are eligible to bid will also be posted within the same time frame. The Employer shall also designate for each employee a thirty (30) minute time slot between 8:00 a.m. and 5:00 p.m. in order of their classification seniority during which the employee will bid for their shift and days off. If an employee does not bid within the thirty (30) minute time slot the employee will lose the right to bid by seniority; however, the employee may submit a belated bid, which will be recognized as of the time the bid is received and shall have seniority over employees who have not yet bid for a shift and days off. An employee may bid in person, or by calling by telephone to a designated person. Employees shall be given until 5:00 p.m. on the twelfth (12<sup>th</sup>) calendar day of the month preceding the start of the schedule to submit their bid. The employees will bid by signing on the bid document for one slot, with the shifts and days off that the employee desires. The bid shall address only shift and days off. All bids must be in writing, signed by the employee, and numbered by preference if the employee is bidding by proxy. Employees bidding by proxy will be limited to three (3) bids. The mechanics of the bidding procedure shall be determined by the Employer. Employees on leave in the bidding period may submit proxy bids in advance to the work section supervisor. All employees, except for those on trial service may bid.

#### Section 8. Security Consideration.

The Agency agrees to make reasonable efforts to provide security for the protection of employees and their personal property in the work areas.

Once the Agency deems it necessary to evacuate from any work location, the Agency must determine the location is safe before instructing the employees to return to work in that area. Employees shall not be asked or required to enter an evacuated area prior to the time the location has been determined to be safe, unless the employee's work duties require work in such circumstances.

#### Section 9. Time Trades.

Employees shall notify the Employer if they wish to make a time trade with another employee of the same classification. Time trades shall not be unreasonably denied. Time trades may be denied where either employee is not trained for the work assignment being exchanged. The Employer shall incur no overtime penalties or liabilities as a result of time trades. The employees are individually responsible to ensure that the time trade occurs as approved. The employee who fails to complete the trade as approved shall be charged with leave without pay, unless use of other leave is approved by the employee's supervisor.

All time trades shall be completed within the current bid cycle.

#### Section 10. Non-Custody Bidding.

Non-custody employees whose classification has shift work such as nurses, shall be able to bid for shifts in the same manner as correctional officer series officers bid for their shifts.

#### Section 11. Time Change to and from Daylight Savings to Standard Time.

- A. Daylight Savings to Standard Time. An employee who is eligible for overtime compensation and whose scheduled shift includes one (1) additional hour due to change from daylight savings to standard time shall be compensated for one (1) hour at the overtime rate for the additional hour.
- B. Standard to Daylight Savings Time. An employee whose scheduled shift is short one (1) hour due to the change of time may, upon request, work the final hour of the regular shift, use vacation, comp time or other appropriate leave to cover the final hour or use approved leave without pay to cover the final hour.

### **ARTICLE 29 - UNIFORMS AND PROTECTIVE CLOTHING**

#### Section 1. Institutional Uniforms.

Institutional uniforms and protective clothing as provided by the Employer shall be continued. Where uniforms are furnished, the Employer shall provide a complete uniform including overcoats, trousers, shirts, belts, ties, and appropriate rain gear for those institutional employees whose duties require exposure to inclement weather. The Employer shall replace all worn out uniform items, or items irreparably damaged in the course of duty. The Employer shall not be responsible for replacing uniforms and protective clothing damaged due to employee negligence. The Employer shall also provide all appropriate uniforms and equipment for those employees assigned to the DOC honor guard.

#### Section 2. Clothing Allowance.

The Employer agrees to a clothing allowance of two hundred dollars (\$200.00) for each year of this Agreement for all correctional officer series staff who have been receiving an allowance and are not required to wear a uniform. This payment shall be made monthly on a prorated basis.

#### Section 3. Damage to Personal Clothing.

Employees who suffer damage to personal clothing and all employees who suffer damage to personal property in the performance of their official duties will be reimbursed for the reasonable replacement cost of such property or clothing, as depreciated in accordance with customary depreciation standards.

## **ARTICLE 30 – NOT USED**

### **ARTICLE 31 - SAFETY AND HEALTH**

#### **Section 1.**

Proper safety devices and clothing shall be provided by the Employer for all employees engaged in work where such devices are deemed necessary by OR-OSHA. Such equipment, where provided, must be used.

#### **Section 2.**

- A. If an employee claims that an assigned job or equipment is unsafe or might unduly endanger his/her health and, for that reason refuses to do the job, the employee shall immediately give specific reason(s) to the supervisor. The supervisor shall request an immediate determination by the Agency Safety Representative or, if none is available, a safety representative of the Oregon Occupational Safety and Health Division, as to whether the job or equipment is safe or unsafe. At the discretion of the Association, an Association staff member and/or authorized Job Representative shall accompany the agency or OR-OSHA representative conducting the safety inspection.
- B. Pending determination provided for in this Section, the employee shall be given suitable work elsewhere, if such work is available. If no suitable work is available, the employee shall be sent home without loss of pay.
- C. Time lost by the employee as a result of any refusal to perform work on the grounds that it is unsafe or might unduly endanger his/her health shall not be paid for by the Employer, unless the employee acted in a reasonable good faith belief in making the claim of unsafe condition.

#### **Section 3.**

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

#### **Section 4.**

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

#### **Section 5.**

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

Section 6.

Employees who are assigned to the Department's Execution Team shall have that assignment kept confidential as provided in current Department Rule.

**ARTICLE 32 - JOB SHARING**

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

## **ARTICLE 33 - STRESS/CAREER COUNSELING**

### **Section 1.**

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

### **Section 2.**

Such leave shall be charged against any accumulated time the employee has earned; however, where an employee is receiving compensation through Workers' Compensation or other victim compensation relief, such charges will be on a pro rata basis not to exceed the employee's regular salary.

### **Section 3.**

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

## **ARTICLE 34 - TRIAL SERVICE**

### **Section 1.**

Each employee appointed to a position in the bargaining unit by initial appointment to the Agency, or promotion shall, with each appointment, serve a trial service period. Removals under this Article are not subject to appeal or the grievance procedure.

### **Section 2.**

The trial service period is recognized as an extension of the selection process and is the time immediately following appointment and shall not exceed twelve (12) full calendar months for initial appointment to the Department of Corrections in a correctional officer series position and six (6) full calendar months for initial appointment to the Department of Corrections in a non-custody position or a promotion within the Bargaining Unit. Trial service may be extended only in instances where a trial service employee has been on cumulative leave without pay for fifteen (15) days or more, or for an employee who receives hardship leave donations as per Article 22, Sick Leave with Pay, Section 10(I), and then only by the number of days the employee was on such leave. Non-custody employees in initial trial service may, at management's option, have initial trial service extended in three (3) month blocks, to a total of twelve (12) months initial trial service, with notice to the affected employee and the association.

Section 3.

When in the judgment of the Employer performance has been adequate to clearly demonstrate the competence and fitness of the trial service employee, then, at any time, the Employer may appoint the employee to regular status.

Section 4.

Initial trial service employees may be removed from service when, in the judgment of the Employer, the employee does not demonstrate the competence and/or fitness for the position.

Section 5.

Employees on promotional trial service who are removed, shall be reinstated to their former position providing such an employee was a regular employee in another position in the Bargaining Unit.

**ARTICLE 35 - PROMOTIONS/ADVANCEMENT**

Section 1.

The Employer reserves the right to determine the appropriate method of filling vacancies. When promotion is determined to be appropriate, the following procedure will apply.

Section 2.

Employees are responsible to apply for promotional examinations when the recruiting announcements are open, and to keep their names in active status. Only those employees who are certified on the List of Eligibles when interviews are scheduled will be considered for promotion. The recruiting announcement includes the minimum qualifications for the classification. Employees who are disqualified by failure to meet minimum qualifications are notified of the reason for disqualification on the score notice.

Section 3.

Employees already in the classification may request to be included in the interview process as transfer candidates.

Section 4.

The Security Manager will issue a notice of promotional interviews for corporal and sergeant positions at least fourteen (14) calendar days prior to the scheduled interview dates. Once the process is started, the employer will not change it without giving an additional fourteen (14) days notice. The notice will include:

- A. The subject matter, resource materials and passing grades.
- B. Whether the interview is for a single position or to establish an eligibility pool to be used to fill future vacancies. If a pool is to be established, the notice will include the period of time for which the pool will be used, not to exceed one year. If such pool is established, the employer has no further obligation to post individual vacancies which occur during the life of that pool.
- C. The institution (or institutions) which will fill vacancies resulting from the interview process.

Section 5.

The interview notice will be hand delivered and/or faxed to the attention of the AOCE president or designee.

Section 6.

Employees may receive the results of their interview from the Employer. Such results will be limited to the rank order or the number of points received in the interview process.

Section 7.

As each vacancy occurs, management will determine the appropriate means of filling that vacancy, whether by promotion, transfer, demotion or new hire. If promotion is determined to be appropriate, the selection will be based on factors including but not limited to the interview, job performance, record of commendation or of discipline, etc.

Section 8.

If an employee is removed from consideration for promotion, management will notify the employee of the reason for the removal.

**ARTICLE 36 - TRAINING/EDUCATION**

Section 1.

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

Section 2.

The Employer may provide developmental assignments and job rotation assignments after providing written notice to the Association. Employees volunteering for these assignments retain their permanent position classifications, remain on Agency payroll, and retain the representation status of their permanent positions on completion of the assignment. Employees' participation in developmental and job rotation assignments will continue to receive compensation at the rate of their permanent position and shall continue to accrue rights and benefits related to their permanent position.

Section 3.

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

Section 4.

Employer recognizes the importance of providing training for security officers to be DPSST certified. It is the intent of the Employer, within funding and staffing resources, to provide a minimum of forty (40) hours of DPSST certifiable Training for all eligible unit members annually, paid time intermediate Certification DPSST training for at least fifty percent (50%) of eligible unit members annually, and paid time Advanced Certification DPSST training for at least fifty (50%) of eligible unit members annually.

Section 5.

For employees, whose duties as a condition of employment require a CDL, the Employer agrees to pay the initial cost for the CDL and the cost of the required physical for license renewal.

Section 6.

For employees, whose duties as a condition of employment, require a trades license or applicable certificate such as for plumbing or electrical work, the Employer agrees to pay for the maintenance of the license.

**ARTICLE 37 - REVIEW OF CLASSIFICATION SERIES**

Section 1.

The Employer will provide reasonable opportunity for review and input by the Association before procedures for establishing new proposed classifications and for material revision of existing classifications are implemented.

Section 2.

The parties shall negotiate the salary range for new and materially revised classifications. Negotiations for the establishment of new salary ranges for such new or revised classification shall commence no later than thirty (30) days after the initial receipt by the Association of the new or revised class specifications. The Employer may implement the salary for a newly created classification during the negotiations. However, no existing employee will have a salary change during the negotiating period.

Section 3.

Implementation of a salary adjustment or rate change agreed upon in salary negotiations shall be effective the first (1st) of the month following legislative approval of the negotiated salary, unless specified in the negotiated agreement.

Section 4.

The Association may recommend studies to be conducted by the Human Resource Management Division, including the reasons for the need for such studies.

Section 5. Position Descriptions. The position description utilized for the purpose of allocation in a new or revised classification shall be the position description signed by the appointing authority and in effect at the time agencies are directed by DAS to allocate within the new or revised classification(s).

**ARTICLE 38 - RECLASSIFICATION PROCEDURE**

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

Section 1.

The Agency shall furnish class specifications at the request of the Association or employee.

Section 2. Position Descriptions.

A. Individual position descriptions shall be reduced to writing and delineate the duties currently assigned to an employee's position. A dated copy of the position description shall be given to the employee upon

assuming the revised position. When the position description is amended it will be reviewed by the human resources manager prior to implementation and a signed copy shall be given to the employee and the Association upon implementation. The individual position description shall be subject to at least an annual review with the employee. Nothing contained herein shall compromise the right or the responsibility of the Agency to assign work consistent with the classification specification.

- B. The Association may otherwise request and shall receive copies of individual position descriptions at cost. Position descriptions provided to the Association per Section A will be at no cost to the Association.

### Section 3.

The employee seeking reclassification shall request the employee's current position description and then review it with the employee's immediate supervisor for accuracy. The employee shall receive an official position description signed by the supervisor within fourteen (14) calendar days of submission to the supervisor, or the employee can proceed to the next step without one.

The employee will submit the official, signed position description or an unsigned version if the supervisor did not sign it, and a written explanation for the basis of the reclassification request to the Human Resources office within thirty (30) days of having given the description to the employee's supervisor.

### Section 4.

The Agency shall review the merits of the request. Within forty-five (45) days after receipt of the reclassification request, the Employer shall notify the Association of its decision. The Association shall have an opportunity before the forty-five (45) days decision date to meet with the Employer to present arguments and recommendations where there are objections to the proposed reclassification. The parties may extend the time limits by mutual written agreement in those instances where the review process or other extenuating circumstances require additional time for analysis.

### Section 5.

Any employee who is involuntarily reclassified, or any employee whose reclassification is denied, may take the matter up as a grievance under Article 44, Grievance and Arbitration, of this Agreement. In the event that an arbitrator finds that the Employer failed to properly follow procedures in denying a reclass and further review finds a reclass is appropriate based on the same set of facts, the reclass will be effective on the first (1st) of the month following the month in which the reclass was first requested and received by the agency.

### Section 6.

Should the duties of the position support the proposed reclassification, the Agency shall make the determination whether to seek legislative approval for reclassification or remove the duties. If a reclassification request, as approved, does not receive the necessary legislative approval, the Employer shall immediately change the duties of the employee to conform to the prior classification. An employee who is performing work in a higher classification shall be paid for that work in conformity with the provisions in Article 16.

### Section 7.

The effective date of a reclassification implemented under this Article shall be the first (1st) of the month following the month in which the reclassification request was received by the Agency.

### Section 8.

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

#### Section 9.

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

#### Section 10. Reclassification Upward.

Any employee reclassified upward shall move into the new range at the closest step that is higher than their current rate. Anniversary date for the future increases shall be established as the first (1st) of the month following the date the employee's request was received.

### **ARTICLE 39 - SENIORITY AND LAYOFF PROCEDURE**

#### Section 1. Definitions.

Classification seniority is defined as the time the employee has most recently spent in the employee's current classification. Where ties exist upon hire to a classification, those ties shall be broken by drawing lots and that ranking will apply so long as those employees remain in the classification. However, notwithstanding any other provision in this contract, if an employee returns or is returned to a lower classification in the correctional officer series, after the demotion, the employee's classification seniority shall include the time spent in the higher classification in the correctional officer series, i.e., sergeants, corporals and officer.

It is understood that classification seniority for security classifications shall be based on time the employee is in an AOCE-represented classification so long as the DOC-AFSCME Security Agreement places the same limitation on classification seniority in its agreement. The parties further agree that should the DOC-AFSCME Security Agreement change to reflect department-wide classification seniority in all AFSCME represented institutions, the department-wide application will begin again in the AOCE bargaining unit no later than the next bid cycle. Should individual AFSCME represented institutions reflect department-wide classification seniority in the DOC-AFSCME Security Agreement, then AOCE will acknowledge department-wide classification seniority for individuals transferring from one of those department-wide classification seniority institutions to an AOCE represented institution.

For purposes of promotion, if more than one (1) employee is promoted on the same day to the same classification, AOCE seniority shall be used to break the tie.

For non-custody staff in the physical plant, classification seniority is defined as the time the employee has most recently spent in physical plant-represented positions.

Employment seniority is defined as the time that the employee has spent employed in the Department of Corrections.

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

#### Section 2. Breaks in Seniority.

Employees shall accrue classification and employment seniority during periods of paid leave and during unpaid union leave up to ninety (90) days. Employees shall not accrue classification or employment seniority during periods of unpaid, unprotected leave which are greater than fifteen (15) days.

An employee who is placed on a layoff/recall list and who returns to the bargaining unit, shall upon recall retain all employment and classification seniority that the employee had prior to layoff, but shall not accumulate such seniority during the period of layoff.

An employee who has a break of service by virtue of voluntary termination of not more than ninety (90) days and returns to the bargaining unit shall retain the employee's previously accrued classification and employment seniority minus the time the employee was not in the bargaining unit.

An employee who voluntarily leaves the Department of Corrections for a period of more than ninety (90) days, other than for layoff, or fails to respond within seven (7) consecutive days after receiving notice by registered letter mailed to the last address in the agency's records, unless prevented from responding by conditions beyond the employee's control, shall lose all seniority.

### Section 3. Procedure During Layoff.

All part-time employees including job share shall be laid off before any full-time employee is laid off from that classification.

Employees shall be laid off in inverse order of their classification seniority. If there is a tie in seniority, it shall be broken by a coin flip, or if more than two employees are affected, by drawing straws.

Employees may, within seven (7) days of receipt of notice of layoff, opt to bump down to any lower paying classification in which the employee would have previously accumulated classification seniority. The employee may do so utilizing the employee's employment seniority as compared to the classification seniority of those employees in the lower paid classification. Any employee who exercises this right shall be placed on the appropriate layoff list for the classification the employee had to bump down from. Any employee who bumps down to a lower paid classification may request at that time to be paid for all accrued compensatory time at the rate it was being earned prior to the bumping in lieu of layoff.

### Section 4. Recall Procedure.

A layoff list shall be maintained of employees by classification who are laid off or had to bump from the agency. Such lists are maintained in inverse order of layoff. Recalls shall be from the list as vacancies occur in the classification from which employees were laid off. No new employees may be hired until all employees on the layoff list in that classification have been offered re-employment. Names should be maintained on the appropriate layoff lists.

### Section 5. Transfers.

An involuntary transfer of an employee out of the bargaining unit occasioned by a reduction in force in that unit shall be done in inverse order of bargaining unit seniority in that classification, except where such transfer is for cause which is directly related to a disciplinary action initiated by the Agency. Except for a transfer for cause, such involuntary transfer shall be considered a layoff and the recall provisions shall apply to any employee so affected.

### Section 6. Return to Classified Service.

A regular employee who is appointed to a position in the unclassified, management or exempt service or a regular employee whose position is placed in the management, unclassified, or exempt service by statute shall after separation from the management, unclassified or exempt position, have the right to return except as provided for by this Agreement.

Section 7. Alternatives to Layoff.

When the Employer declares that a lack of funds will necessitate a layoff, the parties will meet, if requested by either party, to consider such alternatives to layoffs as: voluntary reductions in hours, voluntary paid leaves of absence, other voluntary programs and/or temporary interruptions of employment. Such alternatives shall be subject to mutual agreement of the parties. In the absence of such mutual agreement, the Employer may implement layoff procedures consistent with this Agreement. The parties agree that any and all discussions that take place under this Section are not bargaining, nor do they require the use of the dispute resolution procedure contained in the PECBA.

Section 8. Withdrawal of Resignation.

An employee who has given written notice of resignation has up to forty-eight (48) clock hours during which to rescind the resignation. Beyond the forty-eight (48) hour period, the resignation may be withdrawn only with the approval of the Appointing Authority.

**ARTICLE 40 - PERSONNEL FILES**

Section 1.

An employee's signature on any adverse report, correspondence or document shall not be construed to mean that the employee agrees with the content.

Section 2.

Any agency file maintained by the Employer regarding an employee may be inspected by the employee, or any other employee with the written permission of the affected employee.

Section 3.

If any material reflecting critically or adversely on an employee is proven to be materially incorrect, it shall be removed from the personnel file. Letters of Instruction and memorandum documenting verbal counseling shall not be placed in the employee's official personnel file.

Section 4.

Reprimands will be removed from the employee's personnel file after two (2) years unless incidents of a similar nature have occurred in the intervening time. Other disciplinary actions will be removed from the employee's personnel file after three (3) years unless incidents of a similar nature have occurred in the intervening time.

**ARTICLE 41 - EMPLOYEE RIGHTS**

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

## Section 1.

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

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

At least twenty-four (24) hours prior to any interview with the employee where the Employer may impose an economic sanction, such as suspension, salary reduction, demotion, or dismissal upon the employee as a result of the underlying incident, the employee will be provided written notice of the nature of the investigation and allegations and informed of and afforded the opportunity to consult with an Association representative. If after the complainant is interviewed regarding an action or inaction of an employee, and further investigation is deemed necessary, the employee shall be notified in writing of the complaint as soon as is practical. The 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 either the criminal or administrative investigation. The employee shall be allowed the right to have an Association representative present during the interview. The opportunity to consult with the Association representative or to have the Association representative present at the interview shall not delay the interview more than two (2) hours except for minor complaints (incidents for which discipline no greater than a written reprimand may result) which may be handled immediately when a representative is not readily available. However, if in the course of the interview, it appears as if a more serious disciplinary problem has developed, the employee will be allowed up to two (2) hours to obtain a representative to assist him or her in the interview.

Interviews shall take place at Department facilities or worksites, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere. Telephone interviews may occur where mutually agreed.

The Agency shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, except for emergencies. 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 hour's payments are made.

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

Investigatory interviews will be held in a professional and mutually respectful manner. During interviews Employees shall upon request be allowed a reasonable break to use the rest room facilities; and, following each successive period of three (3) hours of interview, employees shall be permitted at least a ten (10) minute rest break, during which employees shall remain in a designated area, and refrain from discussing the interview with any persons save the assigned interviewers.

## Section 2.

If the Department, Association, or employee tape records of 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.

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.

### Section 3.

The employee shall be notified of the outcome of the investigation within a timely manner after the investigation has been completed.

### Section 4.

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

### Section 5.

The Employer agrees not to use non-verified or non-sustained charges against the employee nor place those matters in the employee's personnel file.

### Section 6.

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

## **ARTICLE 42 – DRUG TESTING**

### Section 1. Policy.

The Department of Corrections considers its employees to be its most valuable asset and is concerned about their safety, health and well-being. The misuse of alcohol and other drugs can impair employee performance and general physical and mental health, and may jeopardize the safety of co-workers and the general public. The DOC is committed to maintaining a safe and healthy work place for all employees by identifying the misuse of alcohol and drugs and assisting employees to overcome these problems through appropriate treatment and, if necessary, disciplinary action. The presence or treatment of a substance use problem will not excuse an employee from meeting performance, safety or attendance standards or following other DOC instructions.

### Section 2. Baseline Testing.

Those employees who are or may be exposed to hazardous substances or health hazards, including dangerous drugs or dangerous chemicals used for the manufacture of drugs, at or above permissible exposure limits (as defined by OSHA regulations) in the course and scope of their employment shall be tested by the Agency for exposure to the hazardous substance as follows:

- A. Baseline drug test prior to assignment to an area where employees will be or may be exposed to hazardous substances or health hazards.
- B. At least once every twelve (12) months thereafter unless the employee's attending physician believes a longer interval is appropriate, but not to exceed biannual exams.
- C. At termination or reassignment to an area where exposure will not occur if the employee has not had an examination within the preceding six (6) months.

- D. As soon as possible after notification that signs or symptoms indicating possible overexposure have developed or, an injury has occurred, or exposure above the permissible exposure limits or published exposure levels has occurred in an emergency situation, and
- E. Where the employee's attending physician determines that examinations on a basis more frequently than that outlined above are medically necessary.  
The test will be done at Agency's expense and on Agency time.

### Section 3. Prohibited Conduct.

The following conduct is prohibited:

- A. The buying, selling, or providing; or possession for the purpose of buying, selling, or providing controlled substances including marijuana while on Agency property or in Agency vehicles or equipment, or during work hours, including paid rest and meal periods.
- B. Being at work under the influence of alcoholic intoxicants, or consuming alcoholic intoxicants while in Agency vehicles or equipment at any time, or on Agency property during work hours, including paid rest and meal periods.
- C. Being at work with a blood alcohol content that reaches or exceeds .02% by weight of alcohol in the blood.
- D. Possession of any controlled substance including marijuana (but excluding any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse) while on Agency property, or Agency vehicles or equipment at any time, during work hours, including paid rest and meal periods. However, this excludes substances that have been legally prescribed for an employee's own use.
- E. Being at work under the influence of any controlled substance, including marijuana, or having such substances "present in the body" (excluding any substance lawfully prescribed for the employee's own use which has not been obtained for the purpose of abuse) while on Agency property, or Agency vehicles or equipment at any time, during work hours, including paid rest and meal periods. An employee has a controlled substance "present in the body" when the employee tests "positive" in any blood or urine test administered. An employee shall be deemed to test "positive" for cannabinoids (marijuana or hashish) if his or her urine test indicates 50 or more nanograms THC metabolites/ml. However, this excludes substances that have been prescribed for employee's own use.
- F. Abusing any substance which is lawfully prescribed by regularly taking it in excessive quantities or by unlawfully obtaining it for purposes of abuse.
- G. For purposes of this Article, the term "controlled substance" shall be defined in accordance with ORS 475.005(6).

### Section 4. Under the Influence.

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

#### Section 5. Discipline and Other Action.

Prohibited conduct described in Section 3A, 3D, and 3E above shall result in termination. Prohibited conduct described in Sections 3B, 3C and 3F shall result in actions specified in Section 6 7 below:

#### Section 6.

In the event that the Agency wishes to call out an employee to perform additional duties and the employee has consumed intoxicants, the employee will notify his or her supervisor as to the amount of intoxicants the employee has consumed, and the Agency will decide whether the employee will be called out to perform additional duties.

#### Section 7. Mandatory Testing.

- A. Where the Agency has a reasonable suspicion that an employee is under the influence of any alcoholic intoxicants or controlled substances, including marijuana, or has a controlled substance, including marijuana, present in the body, the Agency may require that the employee immediately consent and submit to field impairment tests, blood, urine or breathalyzer test. The Agency shall pay for the costs of the tests. A refusal to consent and submit to any of these tests shall subject an employee to immediate termination.
- B. When the employee is notified that he or she is required to consent and submit to such tests, or searches as described in Section 10 of this Article, he or she may request the presence of an Association representative to witness the tests or searches. The test or searches may not be unduly delayed in order to wait for a representative. The absence of a representative shall not be grounds for the employee to refuse to consent and submit to such tests or searches. The presence of a representative shall not disrupt or interfere with the tests or searches.
- C. Before a supervisor, acting on the behalf of the Agency under this policy, may require an employee to consent and submit to any test(s) specified in this section, the supervisor must first obtain concurrence from the supervisor’s department head or his designee that the information available to the Agency about the subject employee is sufficient to determine reasonable suspicion that prohibited conduct will be established as a result of such test(s).
- D. The employee shall give consent to a blood, urine, or breathalyzer test by signing a consent form. The form shall contain the following information:
  1. Employee’s consent to release test results to the Agency;
  2. The procedure for confirming an initial positive test result for a controlled substance, including marijuana;
  3. The consequences of a confirmed positive test result for a controlled substance, including marijuana;

4. The consequences of a positive test for alcohol, including one at or above .02%;
  5. A listing provided by the employee of legally prescribed and over-the-counter medications which may be in the employee's body;
  6. The right to explain a confirmed positive test result for a controlled substance, including marijuana, or a positive test for alcohol;
  7. The consequence of refusing to consent to the blood, urine or breathalyzer test.
- E. After the sample is given, the contractor will divide the sample into two (2) parts. Each of the two (2) portions of the sample will be separately sealed, labeled, and appropriately stored by the contractor. One of the samples will be tested by a lab designated by the Employer. The other sample will be held by the lab.
- F. In the event that the blood or urine test results are positive for controlled substance(s), including marijuana, the Agency shall require that a second confirmatory test from the same sample be conducted, using gas chromatography mass spectrograph techniques or equivalent, which also must be positive before concluding the employee has such substance(s) present in their body.
- G. The following are the established cut off levels for a positive test:

Screening test

Marijuana	50 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1000 ng/ml
Barbiturates	300 ng/ml
Benzpiazepine	300 ng/ml
Quaaludes (Methaqualine)	300 ng/ml

Confirmatory test

Marijuana	15 ng/ml
Cocaine	150 ng/ml
Opiates	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	500 ng/ml
Barbiturates	200 ng/ml
Benzpiazepine	200 ng/ml
Quaaludes (Methaqualine)	200 ng/ml

The threshold levels for positive screening and confirmatory test results will be consistent with the Mandatory Guidelines for Federal Drug Testing Programs and are subject to immediate change by the U.S. Department of Health and Human Services. Such changes will be reflected as immediate amendments to the contract.

- H. If a blood or confirmed urine test is positive, the Agency will instruct the laboratory to retain the blood or urine sample for a period of not less than thirty (30) calendar days from the date the tests are complete for the purpose of allowing the employee to conduct an independent test at his or her own expense at a laboratory approved by the Agency.
- I. The procedure followed under this Article to obtain, handle and store blood and urine samples and to conduct laboratory tests shall be documented to establish procedural integrity and chain of evidence. Such procedures shall be administered with due regard for the employee's privacy and the need to maintain the confidentiality of the test results to an extent which is not inconsistent with the needs of the policy. The employee shall be notified of the results of all tests conducted pursuant to this policy.

#### Section 8. Consequences of Test Results.

- A. Test results which do not positively establish that the employee has engaged in prohibited conduct as described in Sections 3B, 3C or 3F of this Article shall result in no further action against the employee related to an alleged violation of those sections. The employee shall be informed of such test results.
- B. If an employee who has not previously committed prohibited conduct specified in Sections 3B, 3C or 3F, the employee shall immediately submit to a medical evaluation by a doctor selected and paid by the agency. The evaluation will determine the extent of the employee's use of, and dependence on, the applicable substance(s) and, if necessary, recommend an appropriate program of treatment, including but not limited to rehabilitation and counseling to prevent future use. If a program of treatment is recommended by the doctor, the employee shall enroll in it immediately. Failure by the employee to enroll in the recommended program or to complete it successfully shall result in his or her termination from employment.
- C. If an employee has previously committed prohibited conduct specified in Sections 3B, 3C or 3F, and subsequently is found to have committed such prohibited conduct a second time within three (3) years, he or she shall be terminated. The level of discipline imposed for subsequent instances of such prohibited conduct beyond three (3) years may be termination but shall be determined on a case by case basis.

#### Section 9. Voluntary Rehabilitation.

- A. The primary objectives of the Agency's drug and alcohol policy are to maintain employee performance and good health and a safe work environment. If, prior to a requirement by the Agency that the employee submit to any of the tests specified in Section 7 of this Article, the employee notifies a supervisor that he or she has drug or alcohol problems that require treatment, then in that event the employee shall immediately submit to a medical evaluation by a doctor selected and paid by the Agency and shall enroll in a treatment program recommended by the doctor.
- B. If an employee has previously enrolled in a voluntary rehabilitative treatment described in sub-section A and subsequently again volunteers for such treatment in advance of being required to submit to any of the

tests specific in Section 7 of this Article, then the employee shall immediately submit to a medical evaluation by a doctor selected and paid by the Agency and shall successfully complete the treatment program recommended by the doctor. If the employee fails to complete the treatment program successfully he or she shall be terminated.

#### Section 10. Searches.

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

#### Section 11. Consequences of Search Results.

- A. Searches which do not reveal the presence of alcohol or controlled substances, including marijuana (but excluding any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse), shall result in no further action against the employee related to an alleged violation of Section 3D. The employee shall be informed of such search results.
- B. Searches which reveal the presence of alcohol or controlled substances, including marijuana (but excluding any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse), shall result in those consequences specified in Section 5 and Sections 8B and 8C as though a positive blood or confirmed urine test had been administered.

#### Section 12. Supervisor Training.

The Agency recognizes that, in order to administer the standards and procedures set forth in this Article fairly and to minimize the possibility of unwarranted testing and searches, supervisory personnel should receive training in how to recognize and deal effectively with substance abuse in the work place. Accordingly, the Agency will provide such training to supervisors. Supervisors enforce the requirements of this Article.

### **ARTICLE 43 - DISCIPLINE AND DISCHARGE**

#### Section 1.

No employee who has completed the initial trial service period shall be disciplined, dismissed or denied a salary step without just cause.

#### Section 2.

- A. Dismissal Appeal. The dismissal (and pre-dismissal suspension without pay) of a regular status employee may be appealed by the Association to binding arbitration. The appeal must state the reasons for the appeal and be submitted to the Labor Relations Unit in writing within ten (10) calendar days from the effective date of the dismissal. The Association may within the same ten (10) days request arbitration. The process for arbitration shall be governed by Article 44, Sections 4, 5 and 6.
- B. Appeal of Discipline Other than Dismissal. An employee reduced in pay, demoted, or suspended shall receive written notice of the discipline with the specific charges and facts supporting the discipline. Appeal of a written reprimand, a salary step withheld based on just cause and discipline other than

dismissal shall be in accordance with Article 44, Grievance and Arbitration Procedure beginning at Step 2.

### Section 3.

In the event of reduction in pay, dismissal, suspension, demotion or written reprimand, a written statement shall be given to the employee at the time action is taken. In the event it is necessary to immediately remove the employee from the premises, the written statement shall be provided within forty-eight (48) hours of the removal. The written statement shall include the complaint against the employee and the facts upon which the Employer relies in support of the complaint.

### Section 4.

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

### Section 5.

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

### Section 6.

An Association representative shall have the right to discuss with appropriate management staff any disciplinary action imposed at the affected employee's written request with or without the employee's presence.

## **ARTICLE 44 - GRIEVANCE AND ARBITRATION**

### Section 1.

Grievances are defined as acts, omissions, applications or interpretations alleged to be violations of the terms and conditions of this Agreement. Employees are encouraged to resolve their problems informally at the immediate supervisor level. If their problems cannot be resolved, the employee may utilize the following procedure. A grievance shall not be expanded upon after the grievance has been filed at Step 2.

### Section 2.

Disputes arising from dismissal are subject to the grievance and arbitration procedure pursuant to the expedited procedures described in Article 43, Discipline and Discharge, Section 2(A).

### Section 3. Grievance Steps.

Step 1. The employee, and/or the Association representative, will contact the supervisor at the next higher level within the same command structure to meet and discuss the alleged contract violations.

Step 2. If the issue is unresolved following Step 1, the Association may submit a grievance in writing to the appropriate Functional Unit Manager within thirty (30) days of the alleged occurrence. The grievance will contain the date of occurrence, the act or omission that created the grievance, the Section(s) of the contract violated, and the remedy requested.

A meeting will be held by the parties (including the grievant if the grievant wishes to attend and the Functional Unit Manager or his/her designee) to mutually share information about the grievance. The parties shall fully disclose their respective positions and supporting evidence. All potentials for settlement will be discussed in this forum and shall be non-prejudicial to the parties if arbitration occurs. This meeting shall occur and a response from the Functional Unit Manager shall be given within thirty (30) calendar days of the Association's appeal to Step 2, unless otherwise agreed to in writing.

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

Step 4. If the grievance is not resolved at the DOC-Assistant Administrator for Human Resources level, the Association may request arbitration of the grievance within fifteen (15) days after receiving the response from the Assistant Administrator or designee.

### Section 4. Selection of an Arbitrator.

- A. Within fifteen (15) days after the response from the DOC Assistant Administrator, the Association will request from the Employment Relations Board, with a copy to the Department of Administrative Services, Labor Relations Unit, the names of seven (7) qualified arbitrators. The copy to the Department of Administrative Services shall also include a copy of the grievance and all correspondence from earlier steps as well as AOCE contract information. Where the grievance concerns a disciplinary action, a copy of the disciplinary action shall also be enclosed.
- B. Prior to selecting an arbitrator for the grievance, the Association, DOC and DAS will meet to discuss the merits of the case and options for resolution. Such meeting will occur within thirty (30) days of the Section 4.A. appeal.
- C. Within fifteen days (15) days of the Section 4.B meeting, the Association and the Employer will select an arbitrator by alternately striking names from the Employment Relations Board list until one (1) name remains on the list. Who strikes first will be determined by the flip of a coin. The last remaining name shall be accepted by the parties as the arbitrator.

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

The grievant (or a representative of the group in the case of a group grievance) may attend meetings with management concerning his/her grievance on paid time; however, shall not receive overtime as a result of such meetings.

**APPENDIX A**  
**CLASSIFICATIONS WITH SALARY RANGES**  
as of 7/1/09

<b>Class Number</b>	<b>Class Title</b>	<b>Salary Range</b>
<b><u>Non-Custody Classifications</u></b>		
1215	Accountant 1	21
1216	Accountant 2	23
1217	Accountant 3	27
1218	Accountant 4	30
0210	Accounting Technician 1	13
0211	Accounting Technician 2	17
0212	Accounting Technician 3	19
0107	Administrative Spec 1	17
0108	Administrative Spec 2	19
6293	Behavioral Specialist	23
4003	Carpenter	22
6680	Chaplain	23
2167	Communications System Analyst 1	22
2168	Communications System Analyst 2	24
2169	Communications System Analyst 3	25
6781	Correctional Counselor-Entry	19
6783	Correctional Counselor	25
9120	Corrections Food Serv Coord	18
2219	Corrections Library Coord	17
6518	Corrections Recreation Spec 1	17
6519	Corrections Recreation Spec 2	19
6391	Dental Assistant	15
6399	Dental Hygienist	29
6393	Dental Technician	15
4007	Electrician 1	22
4008	Electrician 2	26
4009	Electrician 3	28
0830	Executive Assistant	25
0118	Executive Support Specialist 1	17
0119	Executive Support Specialist 2	19

<b>Class Number</b>	<b>Class Title</b>	<b>Salary Range</b>
4012	Facilities Maintenance Specialist	18
4032	Facility Energy Technician 1	16
4033	Facility Energy Technician 2	20
4034	Facility Energy Technician 3	24
4035	Facility Energy Technician 4	26
5641	Fiscal Auditor 1	24
5642	Fiscal Auditor 2	26
6138	Health Service Technician	17
6606	Human Services Asst 2	14
1481	Information Systems Specialist 1	15 I
1482	Information Systems Specialist 2	18 I
1483	Information Systems Specialist 3	21 I
1484	Information Systems Specialist 4	23 I
1485	Information Systems Specialist 5	26 I
1486	Information Systems Specialist 6	28 I
1487	Information Systems Specialist 7	30 I
1488	Information Systems Specialist 8	31 I
6214	Institution RN	28N
5231	Investigator 1	19
5232	Investigator 2	21
5233	Investigator 3	25
0015	Medical Records Specialist	18
6531	Mental Health Specialist	23
6255	Nurse Practitioner	33
0103	Office Specialist 1	11
0104	Office Specialist 2	15
0870	Operations and Policy Analyst 1	23
0871	Operations and Policy Analyst 2	27
0872	Operations and Policy Analyst 3	30
0873	Operations and Policy Analyst 4	32
4001	Painter	22
6385	Pharmacy Technician 1	12
4037	Physical/Electronics Security Tech 1	18
4038	Physical/Electronics Security Tech 2	22
4039	Physical/Electronics Security Tech 3	24
4005	Plumber	24
0860	Program Analyst 1	23

<b>Class Number</b>	<b>Class Title</b>	<b>Salary Range</b>
0861	Program Analyst 2	27
0862	Program Analyst 3	29
0863	Program Analyst 4	31
1115	Research Analyst 1	17
1116	Research Analyst 2	21
1117	Research Analyst 3	26
1118	Research Analyst 4	29
0758	Supply Specialist 1	14
0759	Supply Specialist 2	20
4020	Welder 1	20
4021	Welder 2	24

**Custody Classifications**

6775	Correctional Officer	17
6776	Correctional Corporal	18
6777	Correctional Sergeant	20

**APPENDIX B**

Insert Form: Department of Corrections – Position Review for Security Differential Assessment

**APPENDIX C**  
**NON-CUSTODY SALARY SCHEDULE**  
As of July 1, 2009

RANGE	1	2	3	4	5	6	7	8	9
08	1992	2065	2155	2236	2320	2414	2509	2614	N/A
09	2065	2155	2236	2320	2414	2509	2614	2731	N/A
11	2236	2320	2414	2509	2614	2731	2858	2984	N/A
12	2320	2414	2509	2614	2731	2858	2984	3121	N/A
13	2414	2509	2614	2731	2858	2984	3121	3262	N/A
14	2509	2614	2731	2858	2984	3121	3262	3412	N/A
15	2614	2731	2858	2984	3121	3262	3412	3576	N/A
16	2731	2858	2984	3121	3262	3412	3576	3743	N/A
17	2858	2984	3121	3262	3412	3576	3743	3906	N/A
18	2984	3121	3262	3412	3576	3743	3906	4085	N/A
19	3121	3262	3412	3576	3743	3906	4085	4283	N/A
20	3262	3412	3576	3743	3906	4085	4283	4492	N/A
21	3412	3576	3743	3906	4085	4283	4492	4700	N/A
22	3576	3743	3906	4085	4283	4492	4700	4925	N/A
23	3743	3906	4085	4283	4492	4700	4925	5154	N/A
24	3906	4085	4283	4492	4700	4925	5154	5435	N/A
25	4085	4283	4492	4700	4925	5154	5435	5658	N/A
26	4283	4492	4700	4925	5154	5435	5658	5931	N/A
27	4492	4700	4925	5154	5435	5658	5931	6216	N/A
28	4700	4925	5154	5435	5658	5931	6216	6513	N/A
29	4925	5154	5435	5658	5931	6216	6513	6826	N/A
30	5154	5435	5658	5931	6216	6513	6826	7153	N/A
31	5435	5658	5931	6216	6513	6826	7153	7496	N/A
32	5658	5931	6216	6513	6826	7153	7496	7857	N/A
33	5931	6216	6513	6826	7153	7496	7857	8235	N/A
15I	2447	2555	2668	2791	2922	3060	3201	3350	3506
18I	2846	2981	3120	3264	3418	3579	3746	3921	4104
21I	3258	3413	3574	3739	3914	4100	4292	4494	4706
23I	3535	3702	3873	4056	4246	4445	4654	4874	5104
26I	3946	4134	4325	4530	4744	4966	5200	5445	5702
28I	4222	4419	4627	4845	5074	5312	5562	5824	6098
28N	4582	4798	5022	5259	5509	5771	6045	6332	6633
30I	4674	4894	5125	5364	5618	5883	6159	6447	6749
31I	5093	5331	5583	5848	6123	6410	6715	7034	7368

## NON CUSTODY SALARY SCHEDULE

As of January 1, 2010

RANGE	1	2	3	4	5	6	7	8	9
08	1992	2065	2155	2236	2320	2414	2509	N/A	N/A
09	2065	2155	2236	2320	2414	2509	2614	N/A	N/A
11	2236	2320	2414	2509	2614	2731	2858	N/A	N/A
12	2320	2414	2509	2614	2731	2858	2984	N/A	N/A
13	2414	2509	2614	2731	2858	2984	3121	N/A	N/A
14	2509	2614	2731	2858	2984	3121	3262	N/A	N/A
15	2614	2731	2858	2984	3121	3262	3412	N/A	N/A
16	2731	2858	2984	3121	3262	3412	3576	N/A	N/A
17	2858	2984	3121	3262	3412	3576	3743	N/A	N/A
18	2984	3121	3262	3412	3576	3743	3906	N/A	N/A
19	3121	3262	3412	3576	3743	3906	4085	N/A	N/A
20	3262	3412	3576	3743	3906	4085	4283	N/A	N/A
21	3412	3576	3743	3906	4085	4283	4492	N/A	N/A
22	3576	3743	3906	4085	4283	4492	4700	N/A	N/A
23	3743	3906	4085	4283	4492	4700	4925	N/A	N/A
24	3906	4085	4283	4492	4700	4925	5154	N/A	N/A
25	4085	4283	4492	4700	4925	5154	5435	N/A	N/A
26	4283	4492	4700	4925	5154	5435	5658	N/A	N/A
27	4492	4700	4925	5154	5435	5658	5931	N/A	N/A
28	4700	4925	5154	5435	5658	5931	6216	N/A	N/A
29	4925	5154	5435	5658	5931	6216	6513	N/A	N/A
30	5154	5435	5658	5931	6216	6513	6826	N/A	N/A
31	5435	5658	5931	6216	6513	6826	7153	N/A	N/A
32	5658	5931	6216	6513	6826	7153	7496	N/A	N/A
33	5931	6216	6513	6826	7153	7496	7857	N/A	N/A
15I	2447	2555	2668	2791	2922	3060	3201	3350	N/A
18I	2846	2981	3120	3264	3418	3579	3746	3921	N/A
21I	3258	3413	3574	3739	3914	4100	4292	4494	N/A
23I	3535	3702	3873	4056	4246	4445	4654	4874	N/A
26I	3946	4134	4325	4530	4744	4966	5200	5445	N/A
28I	4222	4419	4627	4845	5074	5312	5562	5824	N/A
28N	4582	4798	5022	5259	5509	5771	6045	6332	N/A
30I	4674	4894	5125	5364	5618	5883	6159	6447	N/A
31I	5093	5331	5583	5848	6123	6410	6715	7034	N/A

## NON-CUSTODY SALARY SCHEDULE

As of January 1, 2011

RANGE	1	2	3	4	5	6	7	8	9
08	1992	2065	2155	2236	2320	2414	2509	2614	N/A
09	2065	2155	2236	2320	2414	2509	2614	2731	N/A
11	2236	2320	2414	2509	2614	2731	2858	2984	N/A
12	2320	2414	2509	2614	2731	2858	2984	3121	N/A
13	2414	2509	2614	2731	2858	2984	3121	3262	N/A
14	2509	2614	2731	2858	2984	3121	3262	3412	N/A
15	2614	2731	2858	2984	3121	3262	3412	3576	N/A
16	2731	2858	2984	3121	3262	3412	3576	3743	N/A
17	2858	2984	3121	3262	3412	3576	3743	3906	N/A
18	2984	3121	3262	3412	3576	3743	3906	4085	N/A
19	3121	3262	3412	3576	3743	3906	4085	4283	N/A
20	3262	3412	3576	3743	3906	4085	4283	4492	N/A
21	3412	3576	3743	3906	4085	4283	4492	4700	N/A
22	3576	3743	3906	4085	4283	4492	4700	4925	N/A
23	3743	3906	4085	4283	4492	4700	4925	5154	N/A
24	3906	4085	4283	4492	4700	4925	5154	5435	N/A
25	4085	4283	4492	4700	4925	5154	5435	5658	N/A
26	4283	4492	4700	4925	5154	5435	5658	5931	N/A
27	4492	4700	4925	5154	5435	5658	5931	6216	N/A
28	4700	4925	5154	5435	5658	5931	6216	6513	N/A
29	4925	5154	5435	5658	5931	6216	6513	6826	N/A
30	5154	5435	5658	5931	6216	6513	6826	7153	N/A
31	5435	5658	5931	6216	6513	6826	7153	7496	N/A
32	5658	5931	6216	6513	6826	7153	7496	7857	N/A
33	5931	6216	6513	6826	7153	7496	7857	8235	N/A
15I	2447	2555	2668	2791	2922	3060	3201	3350	3506
18I	2846	2981	3120	3264	3418	3579	3746	3921	4104
21I	3258	3413	3574	3739	3914	4100	4292	4494	4706
23I	3535	3702	3873	4056	4246	4445	4654	4874	5104
26I	3946	4134	4325	4530	4744	4966	5200	5445	5702
28I	4222	4419	4627	4845	5074	5312	5562	5824	6098
28N	4582	4798	5022	5259	5509	5771	6045	6332	6633
30I	4674	4894	5125	5364	5618	5883	6159	6447	6749
31I	5093	5331	5583	5848	6123	6410	6715	7034	7368

**CUSTODY SALARY SCHEDULES**  
**July 1, 2009**

RNG	RATE1	RATE2	RATE3	RATE4	RATE5	RATE6	RATE7	RATE8	RATE9
17	3136	3283	3424	3585	3747	3920	4106	4302	4490
18	3283	3424	3585	3747	3920	4106	4302	4490	4683
20	3585	3747	3920	4106	4302	4490	4683	4884	5094

**January 1, 2010**

RNG	RATE1	RATE2	RATE3	RATE4	RATE5	RATE6	RATE7	RATE8	RATE9
17	3136	3283	3424	3585	3747	3920	4106	4302	N/A
18	3283	3424	3585	3747	3920	4106	4302	4490	N/A
20	3585	3747	3920	4106	4302	4490	4683	4884	N/A

**January 1, 2011**

RNG	RATE1	RATE2	RATE3	RATE4	RATE5	RATE6	RATE7	RATE8	RATE9
17	3136	3283	3424	3585	3747	3920	4106	4302	4490
18	3283	3424	3585	3747	3920	4106	4302	4490	4683
20	3585	3747	3920	4106	4302	4490	4683	4884	5094

## LETTER OF AGREEMENT

### Article 10 – Salary/Article 11 – Salary Administration

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the Association of Oregon Correction Employees (AOCE) (Association).

This Agreement supersedes all provisions in the collective bargaining agreement pertaining to step advancement upon the affected employees' salary eligibility dates (SED).

This Agreement suspends Article 10, Section 2 (2007-09 CBA) that adds and drops steps from the salary range in the job classification in the bargaining unit.

Upon implementation of this LOA, the following applies:

1. Employees who advance to the new top step of their classification as a result of Article 10, Section 2 (2007-09 CBA) on or after July 1, 2009 through December 31, 2009 will have their pay reduced to the prior top step. Employees advancing to a higher first step by virtue of the first step being dropped shall not have their pay reduced.
2. Employees who advance on the pay scale within their classification's salary range on or after July 1, 2009 through December 31, 2009 will be restored to their former step in effect as of June 30, 2009.
3. Employees who have steps remaining in their classification shall not receive any step increases between January 1, 2010 through December 31, 2010.
4. The step freeze shall continue for 12 months beginning January 1, 2010 through December 31, 2010.
5. Employees will continue to receive the initial increase upon promotion and reclassification upward during the freeze period. However, promotions or reclassifications to the new top step shall be subject to #1 above. Employees whose promotional trial service ends during the freeze will receive an additional step either six (6) months after their promotion or the end of the freeze, whichever is later. Their SED will be adjusted pursuant to Article 11.
6. When the step freeze is lifted:
  - a) An employee who received a merit step or advanced to the new top step in July 2009 through December 31, 2009 will be restored to the higher rate that was in effect prior to the salary freeze and suspension of Article 10, Section 2 (2007-09 CBA) on January 1, 2011.
  - b) For initial appointments in state service occurring between July 1, 2009 through December 31, 2009, the employee shall receive a one step increase on January 1, 2011 and on their SED thereafter pursuant to Article 11.
  - c) All other employees will commence receiving step increases on their SED beginning January 1, 2011.

This Agreement is effective on the effective date of the 2009-2011 biennium contract and sunsets June 30, 2011.

## LETTER OF AGREEMENT

### Unpaid Furlough Time Substituting For Vacation (Custody Positions)

This agreement is between the State of Oregon, acting through the Department of Administrative Services (Employer) on behalf of the Department of Corrections (Agency) and the Association of Oregon Corrections Employees (AOCE, or Association).

The terms of this Agreement apply to Correctional Officers, Corporals and Sergeants within the AOCE bargaining unit. Any reference to Superintendents, other institutional personnel or institutions is a reference to management staff within AOCE institutions unless otherwise noted.

This agreement becomes effective upon implementation of the collective bargaining agreement and sunsets June 30, 2011 unless the parties agree to extend or amend its provisions.

*The intent of this letter of agreement is to:*

- *achieve through the vacation bidding process fourteen (14) days of furlough obligation outlined in the Governor's Budget.*
- *provide for a total of 14 unpaid furlough days per employee, in exchange for pre-scheduled vacation days, prior to 6/30/2011 (unpaid furlough days may also be scheduled by management for an employee if the employee does not schedule LA days off).*
  - *Ten (10) furlough days in the 2010 vacation bid cycle and four (4) furlough days in first six months of the 2011 vacation bid cycle.*

#### December 2009 through June 2011:

1. Unpaid Furlough Day and Code. One (1) day is equal to eight (8) hours and unpaid furlough time will be coded LA.
2. Scheduling Unpaid Furlough During Vacation Bidding. Each employee shall select unpaid furlough days to substitute for days of pre-scheduled vacation time.
  - a. Vacation Bidding will occur once yearly. Within 14 days of ratification of this agreement, each institution shall rebid 2010 vacations consistent with this letter of agreement. Management will establish the vacation slots available for the calendar year allowing first for required training time for custody employees. It is the intent of the vacation bidding process that weeks bid will be used for vacation purposes. Bargaining unit custody personnel will initially bid, by seniority, for those vacation slots as follows:

Years of Service	Number of Weeks
After 15 Years	Unlimited
After 10 through 15 Years	4
After 5 through 10 Years	3
0 through 5 Years	2

- (1) Phase I.

- (i) Bidding will be determined by seniority and the weeks allowed determined by the matrix referenced above. Staff will be allowed to bid for vacation weeks one time through only. Upon completion of the bidding process, for each week bid, staff will have at least two of the days identified as furlough days and depending on individual staff desires may choose all vacation days to go for furlough purposes, not to exceed 14 in number. Those days will be coded LA for furlough purposes and must total 14 in number by the end of the contract period. Once the number of weeks of vacation has been identified for each individual and the appropriate number of LA days has been deducted, the remaining number of LA days will be calculated and provided to the individual to be used on a quarterly basis through the contract period.
  
- (2) Phase II.
  - (i) Weeks that remain unbid will then be divided up by the quarter of the year in which they fall and be used to fulfill the department's unmet furlough obligation for the 2009-2011 biennium based on daily usage. Based on each individual's unmet furlough obligation and the number of furlough days necessary, bidding for individual days will take place once a quarter. This process will be by seniority order of individuals scheduled to take furlough days that quarter. No more than two furlough days will be scheduled per quarter in Phase II, unless staff has not bid for vacation. In that case management will calculate the necessary number of days to fulfill the furlough obligation and divide them equally into the available quarters remaining in the contract period ending June 30, 2011.
  - (ii) Employees will not be allowed to bid for vacation slots if they will not have the necessary accrued hours at the time of the requested days off. Those individuals that do not have sufficient vacation hours accrued, those individuals on trial service, or individuals in various unprotected leave status will be scheduled furlough days by management onto unused vacation day blocks after those staff who have bid vacation weeks and have additional furlough days left to take have selected them from unused vacation weeks.
  - (iii) For any scheduled vacation slots over and above those needed to satisfy the furlough requirement that are turned in by custody bargaining unit members, custody employees will have the opportunity to use these vacation slots on the following basis:
    - A. All slots turned in will be posted to all bargaining unit members. Weeks turned in within 30 days of the particular week will be used at management's discretion to fulfill furlough requirements if necessary. If no furlough requirement is necessary, then these blocks will be made available for single day vacation day purposes.
    - B. Seniority will be used to determine selection of the returned weeks.

- C. The use of this vacation time is contingent on the employee having the necessary accrued hours at the time of the requested day off.
  - b. Disputes over the scheduling of furloughs days shall be decided at the institution by the AOCE President, AOCE Institution Vice-President, and institution management in a timely manner.
  - c. This tiered bidding process for bidding vacation leave slots replaces the process in Article 21, Section 10, in the collective bargaining Agreement.
  - d. The terms of this Agreement are contractual such that each paragraph is separate obligation and not merely a recital.
  - e. This agreement becomes effective upon ratification of the collective bargaining agreement and sunsets June 30, 2011 unless the parties agree to extend or amend its provisions.
- 3. Scheduling Unpaid Furlough Outside Vacation Bidding Process. An employee can request unpaid furlough days as substitutions for single days of vacation, subject to the operating needs of the agency. These dates will only be scheduled on a quarterly basis (“90 days out process” currently in place that avoids overtime).
  - 4. Mandatory Scheduling of Unpaid Furlough. If the employee has not scheduled sufficient unpaid furlough days to meet the 14-day obligation, management may schedule a minimum of 2 unpaid furlough days in each quarter. If the employee’s vacation/furlough day exchange rate does not total 14 days in the 12/2009 through 06/2011 time period, then the difference must be made up in individual day requests or management decisions.
  - 5. New Hires and Separating Employees. Unpaid furlough day obligations shall be pro-rated for employees hired after 12/1/2009 and for employees separating from the bargaining unit prior to 6/30/2011. *See Chart.*
  - 6. Employees on Unpaid Leave (including LWOP, FMLA/OFLA, Workers Comp, Military Leave). If an employee’s scheduled unpaid furlough day occurs when the employee is on leave without pay, the employee will be required to take the minimum unpaid furlough day, unless the employee is on leave without pay for the entire calendar month.

If the employee returns to work the 15<sup>th</sup> day or before in the last month of a calendar quarter, the employee shall schedule and take the minimum unpaid furlough in that quarter, or with approval may schedule furlough days in the following quarter.

If an employee returns to work from LWOP after the 15<sup>th</sup> day in the last month of a calendar quarter, the employee will not be required to take the minimum unpaid furlough time off for that quarter.

**Mandatory Unpaid Time Off Obligation Remaining by Salary Tier - AOC E CUSTODY UNIT**

Year	Quarter	Months	Mandatory Minimum <sup>4</sup>	NEW HIRE Obligation (All Floats)		SEPARATING EMPLOYEE Obligation <sup>1</sup> (All Floats)					
				Hire Date	Obligation	Separation Date <sup>2</sup>	Obligation				
2009		December				12/1/09 to 12/31/09	2				
2010	1	January	5	12/1/09 to 3/18/10	14	1/1/10 to 1/31/10	3				
		February				2/1/10 to 2/28/10	3				
		March				3/1/10 to 4/15/10	4				
		April				4/16/10 to 6/17/10	12 <sup>3</sup>				
	2	May		5	6/18/10 to 6/30/10	11 <sup>3</sup>	6/1/10 to 6/30/10	6			
		June			7/1/10 to 8/19/10	11	7/1/10 to 8/19/10	7			
		July			8/20/10 to 9/16/10	10	8/20/10 to 9/16/10	7			
	3	August		5	9/17/10 to 11/25/10	9	9/17/10 to 11/25/10	8			
		September	11/26/10 to 11/30/10						9		
		October								12/1/10 to 12/31/10	10
	4	November	4		11/26/10 to 3/17/2011	7	1/1/11 to 3/17/11	11			
		December							3/18/11 to 3/31/11	5	3/18/11 to 3/31/11
2011	1	January	4		3/18/11 to 3/31/11	5	4/1/11 to 5/19/11	13			
		February		5/20/11 to 6/15/11					1	5/20/11 to 6/30/11	14
		March									
	2	April		3	4/1/11 to 5/19/11	13					
		May					5/20/11 to 6/15/11	1	5/20/11 to 6/30/11	14	
		June									6/16/11 to 6/30/11

**NOTES:**

<sup>1</sup> Employees who retire or otherwise separate from the State prior to the end of the biennium are required to schedule and take the number of mandatory unpaid time off days identified for their separation date prior to separating. The mandatory unpaid time off days must be scheduled quarterly, unless an alternate plan is agreed upon between the employee and supervisor, to ensure the obligation is completed prior to separation.

<sup>2</sup> Break points for separation dates are based either on closure dates or the end of a month (typically the day before a retirement effective date).

<sup>3</sup> An employee hired after June 15, 2010 will not be required to take the float mandatory unpaid time off day for that FY. However, the obligation shall be taken in the subsequent fiscal year.

<sup>4</sup> Each employee shall take the minimum number of days identified.

## LETTER OF AGREEMENT

### Mandatory Unpaid Time Off (Non-Custody Positions)

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

This agreement covers the Association's non-custody positions in the Department of Corrections. To the extent this agreement conflicts with any provisions of the State of Oregon/AOCE agreement, this agreement shall prevail.

The parties agree to the following:

1. This agreement becomes effective September 1, 2009 and sunsets June 30, 2011 unless the parties agree to extend or amend its provisions.
2. The Employer will implement mandatory unpaid furloughs for affected employees as follows:

Tier	Straight Time Monthly Base Pay Rate	Number of Days
Tier 1	\$2450 - and below	10
Tier 2	\$2451-\$3100	12
Tier 3	\$3101 and above	14

3. The number of hours of mandatory unpaid furlough time off for less than full time employees shall be prorated based on the employee's regularly scheduled hours within the applicable month.
4. Temporary and floater RN employees will be unscheduled for furlough time off.
5.
  - a. The Agency will decide whether to designate if the Agency will close its operations. If the Agency chooses to close its operations, the Agency will close for the number of days identified in section 5(b) of this agreement. Unless otherwise designated, all posted positions (RNs including MHI RNs, LPNs, FSCs, FET2 Boiler Operators) will utilize a floating furlough process described in 5(c) below, and all non-posted positions will adhere to the Closure Schedule in 5(b) below.
  - b. Except as noted in Section 21 of this agreement, where the Agency chooses to close its operations, the following dates shall be designated as closure days:

Monday, December 28, 2009	Friday, August 20, 2010
Friday, March 19, 2010	Friday, September 17, 2010
Friday, April 16, 2010	Friday, November 26, 2010
Friday, June 18, 2010	Friday, March 18, 2011
	Friday, May 20, 2011

Any of the above dates which occur prior to the effective date of the collective bargaining agreement will convert to 'float days' as described below and taken prior to June 30, 2011.

- c. Employees taking 'float days' will schedule unpaid furlough time off with their immediate supervisor using the following procedures:
  - (i) In an effort to ensure that the scheduling of mandatory unpaid furlough time off is distributed throughout the term of the agreement, such unpaid time off will be scheduled quarterly unless there is mutual agreement between the Agency and employee to schedule more days in some quarters and fewer in others. In no case will an employee take more than two (2) days or sixteen (16) hours in a month.
  - (ii) Employees will have their choice of days off subject to Agency operating requirements. Based on each individual's unmet furlough obligation and the number of furlough days necessary, bidding for individual days will take place once a quarter. This process will be by seniority order of individuals scheduled to take furlough days that quarter. Employees will submit a mandatory unpaid furlough time off request form to their supervisor at least thirty (30) calendar days before the start of each quarter and supervisors will respond within fifteen (15) calendar days before the start of each quarter.
  - (iii) If the mandatory unpaid furlough time off is not scheduled or taken within the applicable quarter, then the Agency reserves the right to ensure the time off is rescheduled and taken within the next quarter (except for the last quarter in the biennium, during which the Agency may reschedule such time during the same quarter).
  - (iv) The Agency shall not incur any penalty or overtime payment for adjustments to an employee's schedule. However, the Agency head or designee may require the employee to work beyond the thirty two (32) hour work week if necessary to meet operating needs.
- 6. Disputes over the scheduling of furloughs days shall be decided at the institution by the AOCE President, AOCE Institution Vice-President, and institution management in a timely manner.
- 7. Employees not taking mandatory unpaid furlough time off when their specific program/division/unit is closed shall change their work schedule by adjusting their schedule for that workweek subject to prior Agency approval. The Agency shall not suffer any penalty or overtime payments as a result of the employee's schedule change.
- 8. a. For all non-posted positions during the week in which there is an Agency closure day, or the employee takes a float day, where an employee regularly works any alternative full-time schedule [other than a five (5) eight (8) work schedule], subject to prior Agency approval, the employee's work schedule shall revert to a five (5) eight (8) work schedule for the furlough work week with the closure day being their furlough day or upon prior Agency approval, an employee on an alternate work schedule (i.e. four (4) ten (10) hour work schedule), may adjust his/her work schedule to use accrued vacation leave, accrued compensatory time off, leave without pay or will work those additional hours that total their regular scheduled hours. Regardless, the employee's schedule will not exceed thirty two (32) hour workweek except where the Agency Head or designee requires an employee to work beyond the thirty two (32) hours workweek if necessary to meet operational needs. The Agency shall not incur any penalty or overtime payment for adjusting the employee's schedule.
- b. For all posted positions where the employee regularly works a full-time alternative schedule [other than a five (5) eight (8) work schedule] and takes a float day, the employee, subject to prior

Agency approval, will adjust his or her schedule to use accrued vacation leave, accrued comp time, leave without pay, personal business leave or will work those additional hours that total their regular scheduled shift hours. Regardless, the employee's schedule will not exceed a thirty two (32) hour work week except where the Agency head or designee may require the employee to work beyond the thirty two (32) hour work week, if necessary, to meet operating needs. The agency shall not incur any penalty or overtime payment for adjusting the employee's schedule.

9. Employees mandated to take a greater number of unpaid furlough time off than closure days based on the tiers, will take the remaining unpaid mandatory furlough time off as float days under the following conditions:
  - (i) In an effort to ensure the scheduling of mandatory unpaid furlough time off is distributed throughout the term of this agreement, such unpaid time off will be scheduled quarterly unless there is mutual agreement between the Agency and employee to schedule more days in some quarters and fewer in others. In no case will an employee take more than two (2) days (sixteen hours) in a month.
  - (ii) Employees will have their choice of days off subject to Agency operating requirements. Employees will submit a mandatory unpaid furlough time off request form to their supervisors at least thirty (30) calendar days before the start of each quarter and supervisors will respond within fifteen (15) calendar days before the start of each quarter.
  - (iii) If the mandatory unpaid furlough time off is not scheduled or taken within the applicable quarter, then the Agency reserves the right to ensure the time off is rescheduled and taken within the next quarter (except for the last quarter in the biennium, during which the Agency may reschedule such time during the same quarter).
  - (iv) The Agency shall not incur any penalty or overtime payment for adjustments to an employee's schedule. However, the Agency head or designee may require the employee to work beyond the thirty two (32) hour work week if necessary to meet operating needs.
10. No employee will be required to take mandatory unpaid furlough time off on a recognized holiday unless the employee and supervisor agree otherwise.
11. Mandatory unpaid furlough time off will not count as a break in service and shall not affect seniority.
12. Mandatory unpaid furlough time off shall not add to the length of an employee's trial service period.
13. Deductions from pay of a FLSA exempt employee for absences due to a budget required mandatory unpaid furlough time off shall not disqualify the employee from being paid on a salary basis except in the workweek in which the mandatory unpaid furlough time off occurs and for which the employee's pay is accordingly reduced.
14. If a FLSA exempt employee is permitted to work in excess of forty (40) hours in a workweek in which the employee takes mandatory unpaid furlough time off then such employee shall be eligible for pay at the rate of time and one half (1 1/2x) for hours in excess of forty (40) hours that workweek.
15. Mandatory unpaid furlough time off shall only be considered time worked for: 1) holiday pay computations, and, 2) vacation, sick leave and personal accrual.

16. Subject to PEBB eligibility rules, mandatory unpaid furlough time off shall be considered as time worked for purposes of computing the Employer's insurance contribution.
  17. Unless required by law, no employee shall be authorized to substitute other types of unpaid absences or paid leave to replace mandatory unpaid furlough time off.
  18. Full time employees shall take mandatory unpaid furlough time off in eight (8) hour blocks.
  19. Part time employees shall take mandatory unpaid furlough time off in blocks equal to their actual scheduled work day.
  20. No employee shall be authorized to use any paid leave time or time accrued to replace mandatory unpaid furlough time off.
  21. An employee shall not work on a date designated as mandatory unpaid furlough time off. However, the Agency Head or designee, for operational needs, may require the employee to work and reschedule the mandatory unpaid furlough time off.
    - (i) If the alternate workday is not scheduled or taken within the applicable quarter, then the Agency reserves the right to ensure the mandatory unpaid furlough time off is scheduled and taken within the following quarter (except for the last quarter in the biennium during which the Agency may reschedule such time during the same quarter).
    - (ii) The Agency shall not incur any penalty or overtime payment for adjustments to employee work schedules. However, the employee shall not be scheduled beyond thirty two (32) hour work week. However, the Agency head or designee may require the employee to work beyond the thirty two (32) hour work week if necessary to meet operating needs.
  22. For payroll purposes, mandatory unpaid furlough time off shall be assigned a specific payroll code.
  23. This agreement shall serve as meeting the seven (7) day notice requirement under master agreement of a schedule change for Agency closure dates.
-





Date: 3-13-06

Date: 3-13-06

**LETTER OF AGREEMENT**  
Regional Hospital Watch Addendum

Pursuant to a meeting held regarding the need to amend the regional hospital watch LOA, the following is a more detailed outline of the agreement:

- OSP and OSCI will utilize all AOCE hospital watch positions on all shifts to cover hospital watches. (straight time)
- Staff on hospital watch will provide updates to the institution OIC on the disposition of the inmate and potential release time. The institution OIC will be responsible for any coordination necessary between these facilities that may result from these updates.
- If there is need for a specialized vehicle, transport will be notified and the transport OIC will coordinate with the institution OIC.
- If overtime becomes necessary, it will be allocated to staff from where the inmate has originated, after all straight time hospital watch positions at both facilities have been utilized.
- If mandated overtime is needed, the mandated overtime will be the responsibility of the facility from whence the inmate originated.

\_\_\_\_\_/s/ Bryan Goodman  
Bryan Goodman, on Behalf of the  
Association of Oregon Corrections  
Employees

\_\_\_\_\_/s/ Jan Weeks  
Jan Weeks, on behalf of the  
Department of Administrative Services

Date: 6-14-06

Date: 6-14-06

**LETTER OF AGREEMENT**

This Letter of Agreement is entered into between the State of Oregon by the Department of Administrative Services, Labor Relations Unit on behalf of the Department of Corrections and the Association of Oregon Corrections Employees.

The Agreement is written to clarify certain operational and staff issues identified as part of the 2007 IMU DSU conversion project at the Oregon State Penitentiary. The parties agree that, effective upon date of signing of this agreement, the 2009 - 2011 agreement will be applied as follows:

Article 28 (Working Conditions) Section 7 A. All three special housing units at OSP (SHU, IMU/DSU, SMU) will bid separately from the General Population on a signed Special Housing Union Bid.

Article 12 (Overtime) Section 6 A. There will be two voluntary overtime lists maintained at OSP. There will be one voluntary overtime list for employees who wish to work overtime in General Population, and there will be one voluntary overtime list maintained in Special Housing for those employees who wish to work overtime in Special Housing. Both lists will operate separately from one another in accordance with Article 12 Section 6. Employees







**LETTER OF AGREEMENT**

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

The parties agree to the following:

1. Employees in the classification of Facility Energy Technician 2 (4033) or Facility Maintenance Specialist (4012) shall be paid a differential of five percent (5%) above their base rate of pay when duties are assigned in writing which require a Limited Maintenance Electrician license.
2. This agreement shall be come effective on October 1, 2005.

<u>/s/ Jan Weeks</u>	<u>11/17/05</u>	<u>/s/ Scott Cantu</u>	<u>11/17/05</u>
Jan Weeks	Date	Scott Cantu	Date

**LETTER OF AGREEMENT**

This agreement is between the State of Oregon, acting through the Department of Administrative Services (Employer) on behalf of the Department of Corrections (Agency) and Association of Oregon Corrections Employees (Association).

This agreement is to establish the parameters for the use of certain contract nurses from Maxim staffing agency in the Oregon State Penitentiary Infirmary.

The parties agree to the following:

1. Article 12, Section 6.B of the parties' Collective Bargaining Agreement (CBA) provides for the use of contract nurses to fill overtime vacancies only after they have been offered to staff nurses on the voluntary overtime list.
2. Notwithstanding that article, DOD has a need to hire contract nurses to assist in the care of two (2) inmates who are currently in a skilled nursing facility and ready to be discharged to OSP. These inmates have significant health needs and will require a considerable amount of nursing care.
3. DOC will hire a Maxim contract Licensed Practical Nurse (LPN) or Registered Nurse (RN) for day shift and swing shift. These agency nurses will assist with activities in the infirmary which will relieve OSP Registered Nurses to assist with the infirmary care.
4. Once these two (2) inmates are either no longer in the care of OSP infirmary or no longer need the listed level of care, DOC will terminate the Maxim contact LPNs or RNs provided for in this agreement.
5. This shall not be precedent setting or serve as a past practice for the parties regarding the use of contract employees to perform bargaining unit work.

6. The parties will meet and review this use of contract LPNs or RNs six (6) months from the date of execution below.

**FOR THE EMPLOYER**

**FOR THE ASSOCIATION**

**FOR THE AGENCY**

\_\_\_\_\_  
Glenn West

\_\_\_\_\_  
Dan Russ

\_\_\_\_\_  
Greg Morton

\_\_\_\_\_  
5/22/09

\_\_\_\_\_  
5/28/09

\_\_\_\_\_  
5/22/09

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT**

This agreement is between the State of Oregon, acting through the Department of Administrative Services (Employer) on behalf of the Department of Corrections (Agency) and Association of Oregon Corrections Employees (Association).

This agreement memorializes the parties' settlement of UP-09-09 relating to Armed Post Qualifications (APQ).

The parties agree to the following:

1. Beginning with the 2010 In-Service Training, Agency will offer a four (4) hour Weapons Familiarization (APQ I) course and a four (4) hour Weapons Qualification (APQ II) course. All staff electing to qualify in 2010 must take both courses. The APQ I course must be passed prior to taking the APQ II course.
2. Beginning with the 2011 In-Service Training, a staff member who has passed both the APQ I and APQ II courses listed above in 2010 may elect to take only the APQ II to qualify on firearms. Range Masters will be provided a list of staff members electing to proceed directly to the APQ II course. Range Masters will determine whether a staff member will need to retake and pass APQ I prior to enrolling in APQ II.
3. Range Masters will be given discretion and authority to determine whether or not a staff member passes the APQ I and II Courses.
4. The Oregon State Penitentiary (OSP) and the Oregon State Correctional Institution (OSCI) may decide to train staff in cell extractions locally at their own institutions in lieu of cell extraction training at In-Service in order to provide additional APQ training time. This decision is to be made by the Superintendent at each institution.
5. The Professional Development Unit (PDU) and four (4) Range Masters from AOCE represented institutions shall develop the APQ I course content. There shall be two (2) Range Masters from OSP and two (2) Range Masters from OSCI.

6. The Association agrees to withdraw UP-09-09.
7. Employer and Association understand and agree that execution of this Agreement will not constitute or be construed as an admission of liability of any party, and that this Agreement will not set a precedent to be used in any future grievance, arbitration or unfair labor practice proceeding. This Agreement is not admissible as evidence in any further arbitration, administrative or court proceeding, except in a proceeding brought to enforce the terms of this Agreement

FOR THE EMPLOYER

FOR THE ASSOCIATION

FOR THE AGENCY

\_\_\_\_\_  
Glenn West

\_\_\_\_\_  
Dan Russ

\_\_\_\_\_  
Greg Morton

\_\_\_\_\_  
5/28/09

\_\_\_\_\_  
5/28/09

\_\_\_\_\_  
5/22/09

Date

Date

Date

Dated this \_\_\_\_ day of \_\_\_\_\_, 2009.

FOR THE STATE OF OREGON

\_\_\_\_\_  
Scott L. Harra, Director, DAS

\_\_\_\_\_  
Diana L. Foster, Administrator  
Human Resource Services Division

\_\_\_\_\_  
Glenn West, DAS LR Manager

\_\_\_\_\_  
Jan Weeks, Bargaining Team

\_\_\_\_\_  
Greg Morton, Bargaining Team

\_\_\_\_\_  
Rob Persson, Bargaining Team

\_\_\_\_\_  
Lavelle Braun, Bargaining Team

\_\_\_\_\_  
Gary Kilmer, Bargaining Team

\_\_\_\_\_  
Garrett Laney, Bargaining Team

\_\_\_\_\_  
Christine Popoff, Bargaining Team

\_\_\_\_\_  
Heather Villanueva, Bargaining Team

\_\_\_\_\_  
Mark Nooth, Bargaining Team

\_\_\_\_\_  
Dave Conway, Bargaining Team

FOR THE ASSOCIATION OF OREGON  
CORRECTIONS EMPLOYEES

\_\_\_\_\_  
Dan Russ, President, AOCE

\_\_\_\_\_  
Michael L. Van Patten, Executive VP Security

\_\_\_\_\_  
Steve Caputo, Executive VP Non-Custody

\_\_\_\_\_  
Carl Miller, VP OSP

\_\_\_\_\_  
Carl Ralls, VP OSCI

\_\_\_\_\_  
Roger Glaspy, VP MCCF

\_\_\_\_\_  
Chuck Story, OSP Board Member

\_\_\_\_\_  
Randy Harrison, OSCI Board Member

\_\_\_\_\_  
Ron Lawson, Member at Large

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Gerald Long, Bargaining Team