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**IDnum** 159 **Language** English **Country** United States **State** OR

**Union** AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

### Local

Occupations Represented
Correctional officers

**Bargaining Agency** State of Oregon Department of Administrative Services

**Agency industrial classification (NAICS):**

92 (Public Administration)

**BeginYear** 2001 **EndYear** 2003

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**Notes**

**Contact**

**Full text contract begins on following page.**

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2001 - 2003

AGREEMENT

Between

THE STATE OF OREGON  
DEPARTMENT OF ADMINISTRATIVE SERVICES

ON BEHALF OF

THE DEPARTMENT OF CORRECTIONS  
SECURITY EMPLOYEES

AND THE

AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES

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## ARTICLE 1 - SCOPE OF AGREEMENT

### Section 1.

This Agreement is made and entered into by and between the State of Oregon (hereinafter the "Employer"), acting through its Department of Administrative Services, Labor Relations Division on behalf of the Department of Corrections, (hereinafter the "Agency"), and the American Federation of State, County, and Municipal Employees (AFL-CIO) (hereinafter the "Union"), and is binding upon the Union and the Employer and all designated representatives of the Union and the Employer.

### Section 2.

The Agencies recognize the Union as the sole and exclusive bargaining agent for the employees within the certified or recognized bargaining units. All aspects of the employees' wages, hours, and other terms and conditions of employment shall be determined by this Agreement, except in regard to recruitment and selection of applicants for initial appointment to state service. The terms and conditions of employment set forth in this Agreement shall apply to all classified positions (except temporary positions and those positions excludable by ORS 243.650) within the appropriate bargaining units within the Department of Corrections which are:

- a. Security Unit - Encompasses all classified employees in strike-prohibited classifications excluding supervisory and confidential employees as defined in ORS 243.650 and employees covered by the Association of Oregon Corrections Employees at Oregon State Penitentiary, Oregon State Correctional Institution, South Fork Forest Camp and Mill Creek Correctional Facility.
- b. Oregon Women's Correctional Center - Encompasses all strike-prohibited classified employees, excluding supervisory and confidential employees defined in ORS 243.650, working within the Oregon Women's Correctional Center.

The parties agree that the term "classified employee" does not include temporary employees appointed under the provisions of ORS 240.380 or part-time employees who regularly work thirty-two (32) hours or less per month.

### Section 3.

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

#### Section 4.

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

#### Section 5.

a. The parties agree that the Human Resource Management Division Personnel Policies and Agency Procedures relating to their implementation are without effect upon the Agency or members of the bargaining units.

b. Other policies, procedures, and rules of the Agency which directly relate to mandatory subjects of bargaining as defined by statute and which affect bargaining unit members on the day this Agreement becomes effective shall be continued, unless modified or deleted elsewhere in this Agreement. Should the Agency wish to change such a policy, procedure, or rule, or to issue a new one, notice will be given to the Union. If the Union believes the policy, procedure, or rule to be unreasonable, then within seven (7) days of the date upon which the Union knows, or by reasonable diligence should have known, of the subject action, the Union shall request that the Agency meet to discuss the issue.

c. Such meeting shall occur within fifteen (15) days of:

1. Agreement that the issue is a mandatory subject, or
2. An Employment Relations Board ruling that the issue is a mandatory subject of bargaining.

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

d. The parties shall meet within the five (5) days immediately following receipt of notification of the Union's desire to arbitrate and select an arbitrator. Selection of an arbitrator shall be as prescribed in Article 51, Grievance and Arbitration.

e. The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby, unless the award is vacated pursuant to statute. The

power of the arbitrator in this process shall be limited to determine whether the policy, procedure, or rule is unreasonable.

If the arbitrator's ruling is that the policy, procedure, or rule is unreasonable, the Agency shall immediately withdraw the policy, procedure or rule.

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

g. Time limits specified in this procedure must be observed, unless either party requests a specific extension of time, which, if agreed to, must be stipulated in writing and shall become part of the record.

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

### **Section 1.**

This Agreement, and attachments hereto, shall be in full force and effect from the date of signing of this Agreement, unless otherwise indicated in this Agreement, through June 30, 2003.

### **Section 2.**

The Union will notify the Agency of its selected representatives by December 15, 2002. The bargaining team shall consist of not more than nine (9) Union Representatives covered by the terms of this Agreement. The Union may utilize up to eighty (80) hours leave with pay per designated bargaining team representative for the purpose of actual negotiations.

### **Section 3.**

Negotiations for a successor agreement will commence between January 2, 2003, and February 15, 2003, or sooner upon mutual agreement of the parties.

## **ARTICLE 3 - UNION SECURITY**

### **Section 1. New Employees.**

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

If the Union Representative is an employee of the institution, the representative will be allowed time off without loss of pay to make the presentation.

## Section 2. Union Access.

Accredited representatives of the Local, District Council 75, or International American Federation of State, County and Municipal Employees, AFL-CIO, upon proper introduction and notice, shall have reasonable access to the premises of the Agency during all working hours to conduct Union business (with appropriate observation of the security regulations of the Agency). During periods of bona fide emergency, this provision may be temporarily suspended by the Agency as required for the duration of the emergency.

## Section 3.

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

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

## Section 4. Stewards.

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

Management will provide written notification to an officer of the Local Union and the Union Business Agent of an impending disciplinary action (suspension, reduction, demotion or dismissal) against an employee.

## Section 5. Union Business Leave.

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

a. Employees elected to Union office or otherwise selected by the Union to conduct Union business that takes them away from their employment may be granted leave without pay for a reasonable period of time, upon seven (7) days' advance notice by the Union. The determination for

granting such leave shall be made by the Agency based on operational needs of the Agency. Leave will be requested through the normal agency procedure.

- b. The Agency agrees to the attendance by the President or designee without loss of pay, at:
  - 1. Agency grievance hearings where this individual is acting as steward;
  - 2. An employee request for representation by one (1) of these individuals to act as steward;
  - 3. Any other meeting where their presence is requested by management;
  - 4. Other instances in accordance with past practice.
  - 5. Arbitration hearings or other administrative hearings before the Employment Relations Board directly involving the specific local.

#### Section 6. Communications.

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

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

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

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

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

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

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

#### Section 7. Dues Deduction.

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

Section 8. Fair Share.

The terms of the contract have been made for all employees in the bargaining unit, not solely for members of the Union. The parties recognize that it is fair that each employee in the bargaining unit should bear a fair share of the costs incurred by the Union 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 their pay by the State, a sum equal to the amount of current Union dues. Such sum shall constitute the employee's dues if the employee is a member of the Union, or shall otherwise constitute that employee's fair and equitable contribution to the expenses of administering this contract on the employee's behalf by the Union. 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 Union of dues and service fees provided herein shall be accomplished monthly by the State and payment to the Union 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 Union dues is wrong may follow the procedures allowed by State law to have in-lieu-of-dues payment paid to a non-religious charity.

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

Section 9. Employee Statistics.

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

**ARTICLE 4 - UNION/MANAGEMENT MEETINGS**

Section 1. Purpose.

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

Section 2. Meetings.

Either the Agency Head/Functional Unit Manager or the Union President may request a meeting. Each party may designate desired representation to the extent that such absences from duty do not cause a disruption of work or otherwise create a short staff situation. Off duty personnel

participating in such meetings must do so on their own time. The actual meeting time will be established through mutual agreement. Refusal of either party to meet on a given subject does not constitute a contract violation.

### Section 3. Scope of Authority.

Meetings will be held for purpose of discussion only. This committee will not enter into a binding agreement of any sort. The Committee may recommend agreements for signature to the parties, which are defined as The Department of Administrative Services and AFSCME Council 75. The Committee discussion may include all manner of local working conditions and non-disciplinary grievance issues.

## **ARTICLE 5 - LEGISLATIVE ACTION**

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

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

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

## **ARTICLE 6 - EFFECT OF LAWS AND RULES**

### Section 1.

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

### Section 2. Liability in Civil Suits.

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

## **ARTICLE 7 - SEPARABILITY OF PROVISIONS**

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

## **ARTICLE 9 - EQUAL OPPORTUNITY**

### **Section 1.**

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

### **Section 2.**

Any complaint alleging unlawful discrimination based on race, color, religion, sex, national origin, age, mental or physical disability, marital status or political affiliation which is brought to the Union for processing will be submitted directly to the designated appointing authority. If such a grievance is not satisfactorily resolved within thirty (30) days of its submission, it may be submitted to the Bureau of Labor and Industries for resolution.

### **Section 3.**

Complaints alleging discrimination based on sexual orientation may be submitted by the Union to the Department of Administrative Services, Labor Relations Division if not resolved by the Agency. The Labor Relations Division will review the complaint, attempt to resolve it, and issue its findings to the Agency and the Union. Such complaints may not be advanced pursuant to Article 51.

### **Section 4.**

If an employee has a grievance alleging unlawful discrimination based on union activity, it shall be first pursued through the grievance procedure, however, the parties may mutually agree, in writing, to waive arbitration on any such grievance allowing the matter to be resolved through the Employment Relations Board.

## **ARTICLE 10 - MANAGEMENT RIGHTS**

The Union agrees that the Employer retains all inherent rights of management and hereby recognizes the sole and exclusive right of the State of Oregon, as the Employer, to operate and manage its affairs in accordance with its responsibilities to maintain efficient governmental operations. The Employer retains all rights to direct the work of its employees, including, but not limited to, the right to hire, promote, assign, transfer, demote, suspend, or discharge employees for proper cause; to schedule work; determine the processes for accomplishing work; to relieve employees from duties because of lack of work or for other legitimate reasons; to take action as necessary to carry out the missions of the

State; or determine the methods, means, and personnel by which operations are to be carried on, except as modified or circumscribed by the terms of this Agreement. The retention of these rights does not preclude any employee from filing a grievance, pursuant to Article 51, Grievance and Arbitration Procedure, or seeking a review of the exercise of these rights, when it is alleged such exercise violates provisions of this Agreement.

### **ARTICLE 11 - CONTRACTING OUT**

The Agency may determine to contract or subcontract work provided that, as to work which is presently and regularly performed by employees in the bargaining unit, the Agency agrees to notify the Union and negotiate the decision and impact of the pending action. It is specifically understood that such negotiations are not required in 1) emergency situations, 2) where the impact is minimal (and not mandatory), or 3) where the assignment of work currently being performed by the bargaining unit members is transferred to other state facilities.

### **ARTICLE 12 - INSURANCE**

#### **Section 1.**

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

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.

Effective January 1, 2001 and for plan years beginning January 1, 2002 and 2003, the Employer shall make the following contributions in full for full-time employees who have at least eighty (80) paid regular hours in a month:

Employee	\$387.14
Employee and Spouse	\$520.12
Employee and Child(ren)	\$443.59
Employee and Family	\$531.97-

Plan Year 2001. The Employer contribution shall be sufficient to cover the PEBB prototype plans and basic dental coverage within each tier as designated by PEBB annually for the employee and family. An employee may choose not to participate in a prototype plan and may select a plan of greater or lesser premium cost. If the employee selects a plan of greater cost, there may be out of pocket monthly expense to the employee. If the employee selects a plan of lesser cost, the employee may receive cash back. The amount of any out of pocket or cash back cost will be determined by the PEBB.

The Employer insurance contribution for plan year 2001 will be based on the composite of the Public Employees Benefit Board's (PEBB) prototype contribution tiers. The Employer contribution shall be sufficient to cover the PEBB prototypes within each tier and basic dental coverage as designated by PEBB for the employee and family. An employee may choose not to participate in a

prototype plan and may select a plan of greater or lesser premium cost. If the employee selects a plan of greater premium cost, there may be out-of-pocket monthly cost to the employee. If the employee selects a lower cost plan, the employee may receive cash back. The amount of any cash back, or out-of-pocket cost will be determined by the PEBB Board.

Plan Year 2002. For plan year January 1, 2002 through December 31, 2002, the dollar difference between the above Employer monthly contribution for each tier and the premium cost of the plan selected by the employee will be paid by the Employer as a subsidy so that there is no out-of-pocket premium cost to the eligible employee for health and dental insurance, regardless of tier or plan choice. These subsidies are based on a PEBB estimated composite rate of \$580.00 statewide.

Plan Year 2003. For plan year beginning January 1, 2003 through December 31, 2003, the Employer will increase the subsidy paid during plan year 2002 to meet increases in premium costs for PEBB medical and dental plans for plan year 2003, but only up to a maximum amount comparable to an average statewide subsidy increase of \$85.00 per eligible employee.-

Should the additional subsidy amount be insufficient funds to cover full premium costs, the PEBB, in its sole discretion, may decide to use the PEBB reserve funds to cover any additional subsidy beyond the \$85.00. If PEBB does not release sufficient reserves, the parties agree to delay implementation of the effective date of the February 1, 2003 salary increase by one month or as agreed to by the parties.

If spending the full \$85.00 subsidy is not necessary to provide coverage with no out of pocket health and dental premium costs to all eligible employees, the parties agree to early implementation of the February 1, 2003 salary increase as provided herein. For every \$15.00 reduction in the average subsidy expense, the February 1, 2003 salary implementation date shall be moved forward one month.

## Section 2.

The contribution for eligible participating part time employees with eighty (80) hours or more 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.

# **ARTICLE 13 - SALARY AND WAGES**

## Section 1. Retirement

The State will continue to “pick up” a six percent (6%) (average employee contribution to the Public Employees Retirement Fund) for the employee members participating in the Public Employees Retirement System. Such State “pick up” or payment of employee member monthly contributions to the system shall continue for the length of this Agreement.

## Section 2. Salary.

Effective July 1, 2001, salary schedules will be increased by two and one-half percent (2 1/2%) as a cost-of-living adjustment.

Effective July 1, 2002, the salary schedules will be increased by three percent (3%) as a cost-of-living adjustment. Should the Employer average insurance premium subsidy for plan year 2003 exceed \$85.00 per eligible employee above the Employer subsidy for plan year 2003, the parties agree to delay implementation of the effective date of the July 2002 by one (1) month or as agreed to by the parties, consistent with the AFSCME Central Table Agreement.

### Section 3. Recoupment of Wage and Benefit Overpayments/Underpayments.

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

b. In the event the employee does not receive the wages or benefits to which the record/documentation has for all times indicated the employer agreed the employee was entitled, the Agency shall notify the employee in writing of the underpayment. This notification will include information showing that an underpayment exists and the amount of wages and/or benefits to be repaid. The Agency shall correct any such underpayment made within a maximum period of two (2) years before the notification.

c. This provision shall not apply to claims disputing eligibility for payments which result from this agreement. Employees claiming eligibility for such things as leadwork, work-out-of-classification pay or reclassification must pursue those claims pursuant to the timelines elsewhere in this Agreement.

## **ARTICLE 14 - SALARY ADMINISTRATION**

### Section 1.

Employees shall be eligible for annual performance pay increases on the employees' eligibility date provided the employee is not at the top step of the salary range of the employees' classification. The employee may be denied the annual performance pay increase if there has been a serious performance or attendance problem. Denials are subject to review within six (6) months. Denials may be grieved under the provisions of Article 51.

### Section 2.

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

### Section 3. Submission of Salary Increases.

Salary increases must be made to be effective on the first day of the month and must be submitted prior to the proposed effective date. However, salary increases to correct errors or oversights and retroactive payments resulting from grievance settlements will be authorized. The effective date

for annual salary increases must be the first day of a month. In no event shall any retroactivity exceed twelve (12) months from the date upon which the oversight or error is brought to management's attention in writing, or, in the case of a grievance settlement, the date the grievance was filed in writing.

#### Section 4. Salary on Promotion.

An employee shall be given an increase to the next higher rate in the new salary range effective on the date of the promotion and on the first of the month following completion of trial service after promotion and annually thereafter until employee has reached the top step of the salary range.

#### Section 5. Salary on Demotion.

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

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

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

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

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

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

- a. Return from Layoff List. When a former employee who was laid off is recalled, the employee will be paid at the step they were at the time of layoff. Employee's previous salary eligibility date adjusted by the amount of break in service shall be restored.
- b. Return from Reemployment. When a former employee is reemployed to a position in the same class in which the employee was previously employed or in a related class with the same salary range, the employee may be paid at or below the step at which the employee was being paid at the time of termination. If an employee is reemployed in a position in a class with a lower salary range than that of the employee's previous position, the employee may be paid at any step in the lower salary range not exceeding the rate the employee was being paid in the higher class, except where exceptional circumstances justify payment of a higher rate. The previous eligibility date adjusted by the amount of break in service shall represent the earliest salary eligibility date following return. However, the salary eligibility date may be established by the Agency as the first of the month in any future month up to twelve (12) months from date of reemployment.

## ARTICLE 15 - OVERTIME

### Section 1.

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

### Section 2.

Overtime for employees working a regular work week is time worked in excess of eight (8) hours per day or forty (40) hours per week within the employee's basic work week. 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 work week. 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 work week.

### Section 3. Shift Change Penalty.

Except for shift changes requested by the employee, if a shift change requires that an employee work more than five (5) consecutive days, the employee will be compensated at the rate of time and one-half for all hours worked in excess of forty (40) hours within the employee's prior work week. If an employee is required to work more than eight (8) hours in any twenty-four (24) hour period, the employee shall be paid at the overtime rate for all hours in excess of eight (8) during that same twenty-four (24) hour period. Employee work week is defined as the seven (7) day period beginning with the employee's first scheduled work day.

Shift change penalty for working more than eight (8) hours in a twenty-four (24) hour period does not apply for shift and day off bid or requested by employees which have different starting times consistent with current practice.

### Section 4.

Overtime shall be paid at the rate of time and one-half (1 1/2). The form of compensation for overtime shall be pay or compensatory time off, at the option of the Agency. If compensatory time is used, it shall be credited at the appropriate overtime rate. Any compensatory time accrued in excess of eighty (80) hours will be paid off within the pay period of the month following the month in which it is accrued.

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

Overtime shall be voluntary except during periods of emergency or unless Management is unable to fill a work assignment by voluntary means.

#### Section 5. Exemptions from Overtime.

All employees who are exempt from overtime under the standards established by the FLSA shall be excluded from overtime. The Agency and the Union shall apply FLSA standards to reach agreement upon exempt employees.

Grievances which grieve the eligibility of employees for overtime shall follow the procedure in Article 51 - Grievance and Arbitration, Steps 1 and 2. If the grievance is still unresolved after Step 2, the affected employee may file a charge with the Bureau of Labor and Industries (BOLI), Wage and Hour Division, or with the U.S. Department of Labor (DOL).

#### Section 6.

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

#### Section 7.

Shift changes as a direct result of job bidding requiring the bidding employee to work more than five (5) consecutive days will be compensated at the regular straight time rate of pay.

#### Section 8.

The parties agree that an employee's compensatory time is payment for work already accomplished. Compensatory time may be used by the employee in lieu of vacation or sick leave unless the employee is on written notice involving attendance problems.

#### Section 9. Distribution of Voluntary Overtime.

Volunteers will be sought by contact with all staff on shift followed by contact of a volunteer list as determined by local Labor/Management committees. No employee shall be required to work more than sixteen (16) hours of overtime per week unless there is an emergency or valid cause. The method of assigning and limits on mandatory overtime and limits on voluntary overtime may be determined by the local Labor/Management committees and formalized in a Letter of Agreement (LOA). Voluntary overtime may be denied for valid cause. Mandatory overtime lists will be posted.

### **ARTICLE 16 - DIFFERENTIALS**

#### Section 1. Shift Differentials.

Night 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. This provision does not include FLSA exempt employees, who may be eligible for hour-for-hour compensation.

Effective upon ratification of this agreement, an employee shall be paid a differential of fifty cents (\$.50) per hour for all hours of any shift which starts between the hours of 12:00 noon and 3:00 a.m. A major portion of an hour is a period of thirty (30) minutes or greater.

#### Section 2. Commercial Driver's License (CDL) Differential.

The Agency shall reimburse up to seventy-four dollars (\$74.00) for the CDL physical and seventy dollars (\$70.00) for the original CDL, for employees who are required by the Agency to have a CDL for performance for their duties.

Employees who are required to renew a commercial drivers license (CDL) shall be reimbursed for the cost of the CDL license renewal. Related physicals shall be scheduled and paid for by the Employer.

#### Section 3. Institution Staff Deployment (ISD) Differential.

Employees assigned as staff relief (old RFM) will receive a differential of five percent (5%) of base pay in lieu of other penalty pay. Penalty pay, for purposes of this agreement, refers to Article 15, Section 3, shift differential, and work out of class compensation. Except for emergency situations or as mutually agreed, the employee assigned as staff relief will be given seven (7) days advance notice of shift and/or days off changes.

#### Section 4. Bilingual Differential.

When formally assigned in writing to interpret to or from another language to English will receive a differential of four percent (4%) of base pay.

#### Section 5. Incentive Plan.

Employees who obtain an intermediate certification from DPSST shall have a premium of three percent (3%) per month in addition to their base wages. Employees who obtain an advanced certificate from DPSST shall have a premium of six percent (6%) per month in addition to their base wages (above certificate premiums are non-cumulative). Employees may be required to complete one physical for either the intermediate or advanced certificate, but not both. Employees who currently have the intermediate or advanced certificate will not be subject to the physical.

Members of the TERT Team, shall have a premium of two percent (2%) per month added to their base wages.

## **ARTICLE 17 - CALL-BACK TIME**

### **Section 1.**

An employee who is called back to work outside the employee's regular shift, will receive overtime compensation in accordance with the Overtime Article of this Agreement for hours actually worked; but in no event will the employee be paid less than four (4) hours at the straight time rate of pay.

### **Section 2.**

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

## **ARTICLE 18 - REPORTING PAY**

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

## **ARTICLE 19 - ON-CALL**

### **Section 1.**

Employees shall be paid one (1) hour of pay at second step of the correctional officer range for every two (2) hours of assigned on-call duty.

### **Section 2.**

Employees shall be on call when specifically assigned and required to be available for work outside their normal working hours. Criteria for this status shall include the following conditions:

- Restriction of movement (geographic)
- Specified response time upon notification
- Limits on actual use of on-call time
- Disciplinary consequences for failing to respond

Pagers or similar technology does not trigger on-call status.

### **Section 3.**

When a work site or duty station is also an employee's private residence during off duty hours, time spent at home shall be considered on-call only when the following conditions exist:

- a. The Agency Appointing Authority or designated representative requires that an employee be restricted to a work site or duty station for a specific period of time; and
- b. The employee is required and must be prepared to commence full time work if the need arises.

#### Section 4.

An employee shall not be on call once the employee actually commences performing assigned duties and receive the appropriate rate of pay for time worked.

#### Section 5.

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

#### Section 6.

Employees who are exempt from overtime compensation shall be ineligible for on-call pay.

#### Section 7.

On call time shall not be counted as time worked in the computation of overtime compensation.

#### Section 8.

Employees on forest fire assignment who are off duty shall be considered on call unless the Employer notifies the employee otherwise.

### **ARTICLE 20 - WORK OUT OF CLASSIFICATION**

#### Section 1.

When an employee is assigned in writing for a limited period to perform the duties of a position at a higher level classification for more than five (5) consecutive calendar days, 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.

#### 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 of their underfill status, the reasons for the underfill, and the requirements necessary for the employee to qualify for reclassification to the allocated level. Upon gaining regular status and meeting the requirements for the allocated level of the position, the employee shall be reclassified.

### Section 4.

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

## **ARTICLE 21 - 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 longer. 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.

### 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.

The employee who believes they are performing the duties of a lead worker as defined in section 1, may request a review of the duties as follows:

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

## **ARTICLE 22 - TRAVEL AND MOVING EXPENSE**

### Section 1.

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

### Section 2.

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

### Section 3. Reimbursement of Expenses Incurred in Rescinded Transfer.

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

## **ARTICLE 23 - EMERGENCIES**

### Section 1.

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

### Section 2.

Emergency is defined as an unforeseen circumstance which may threaten the safety and security of the public, inmates, employees and/or property.

This section shall not be used by management to justify suspension of the above described contract rights to meet the daily operational needs in filling unexpected shift vacancies due to absences of scheduled staff which occur from time to time.

## **ARTICLE 24 – USE OF ALCOHOL AND DRUGS**

### **Section 1. Policy.**

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

### **Section 2. Prohibited Conduct.**

The following conduct is prohibited:

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

### Section 3. Under the Influence.

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

### Section 4. Discipline and Other Action.

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

### Section 5. Reasonable Suspicion Testing.

a. Where the Agency has a reasonable suspicion that an employee is under the influence of any alcoholic intoxicants or controlled substances, including marijuana, or has a controlled substance, including marijuana, present in the body, the Agency may require that the employee immediately consent and submit to field and impairment tests and sampling (blood, urine or Breathalyzer test) at an approved laboratory. The Agency shall pay for the costs of the tests. A refusal to consent and submit to any of these tests shall be deemed the same as a positive test result.

b. When the employee is notified he or she is required to consent and submit to such test, or to searches as described in Section 8 of this Article, he or she may request the presence of a Union representative to witness the tests or searches. The tests or searches may not be unduly delayed in order to wait for a representative. The absence of a representative shall not be grounds for the employee to refuse to consent and submit to such tests or searches, however the Agency shall make every reasonable effort to provide a Union representative. The presence of a representative shall not disrupt or interfere with the tests or searches.

c. Before a supervisor, acting on behalf of the Agency under this policy, may require an employee to consent and submit to any test(s) specified in this section, the supervisor must first obtain concurrence from the supervisor's department head or his designee that the information available to the Agency about the subject employee is sufficient to determine reasonable suspicion that prohibited conduct will be established as a result of such test(s).

d. The employee shall give consent to a blood, urine or Breathalyzer test by signing a consent form. The form shall contain the following information:

1. Employees consent to release test results to the Agency;
2. The procedure for confirming an initial positive test result for a controlled substance, including marijuana;
3. The consequences of a confirmed positive test result for a controlled substance, including marijuana;
4. The consequences of a positive test for alcohol, including one at or above .02% by volume/weight of alcohol in the blood;

5. A listing provided by the employee of legally prescribed and over-the-counter medications which may be in the employee's body. At the employee's option, this information may be submitted in a sealed envelope to be opened only by the Medical Review Officer if the test result is positive;
6. The right to explain a confirmed positive test result for a controlled substance, including marijuana, or a positive test for alcohol to the Medical Review Officer;
7. The right to have a Union representative present during the preliminary interview and any follow-up investigation;
8. The consequences of refusing to consent to the blood, urine, or Breathalyzer test.

e. The drug testing process shall be one that is scientifically proven to be at least as accurate and valid as urinalysis using an immunoassay screening test, with all positive screening results being confirmed utilizing gas chromatography/mass spectrometry before a sample is considered positive. The alcohol testing process shall be one that is scientifically proven to be at least as accurate and valid as (1) urinalysis using an enzymatic assay screening test, with the positive screening results being confirmed using gas chromatography before a sample is considered positive, or (2) breath sample testing using breath analyzing instruments which meet NIDA/SAMSHA testing standards.

f. If a blood or urine test is confirmed as positive, the Agency will instruct the laboratory to retain the blood or urine sample for a period of not less than thirty (30) calendar days from the date the test results are communicated to the employee for the purpose of allowing the employee to conduct an independent test of the sample at his or her own expense at a laboratory approved by the State of Oregon.

g. The procedure followed under this Agreement to obtain, handle and store blood and urine samples and to conduct laboratory tests shall be documented to establish procedural integrity and chain of evidence. Such procedures shall be administered with due regard for the employee's privacy and the need to maintain confidentiality of test results to an extent which is not inconsistent with the needs of this policy. The employee shall be notified of the results of all tests conducted pursuant to this policy. Additionally, all facts and circumstances upon which the reasonable suspicion testing is based, shall be documented and given to the employee when he or she is notified of the test results.

#### Section 6. Consequences of Test Results.

a. Test results which do not positively establish the employee has engaged in prohibited conduct as described in Sections 2b, 2c, 2e or 2f of this Article shall result in no further action against the employee related to an alleged violation of those sections. The employee shall be informed of such test results in writing. Persons who do not test positive shall not have any record of the test placed in his or her official personnel file. Working files may contain records of the observations which led to the reasonable suspicion testing but not records of the test itself. If the employee subsequently demonstrates similar behaviors, these records may be relied upon by the employer in disciplinary proceedings.

b. If an employee who tests positive and has not previously committed prohibited conduct specified in Sections 2b, 2c, 2e or 2f of this Article, the employee shall immediately submit to a medical evaluation by a doctor selected and paid for by the Agency. The evaluation will determine the extent of

the employee's use of, and dependence on, the applicable substance(s) and, if necessary, recommend an appropriate program of treatment, including but not limited to rehabilitation and counseling to prevent future use. If a program of treatment is recommended by the doctor, the employee shall enroll in it immediately. Failure by the employee to enroll in the recommended program or to complete it successfully shall result in his or her termination from employment. The cost of such treatment shall be at the employee's expense except as it may be covered by insurance. The employee may take paid leave or leave without pay for the period of treatment.

c. The first instance of an alcohol test result of .02% to .039% shall not be considered a positive test result for alcohol for the purpose of requiring a medical evaluation by a doctor. An employee may use vacation and/or sick leave benefits for this time period. It will, however, require that the employee be removed from duty until their next scheduled shift. An alcohol test result of a .04% or greater will subject the employee to all provisions of this Agreement.

d. If an employee who tests positive and has previously committed prohibited conduct specified in Sections 2b, 2c, 2e or 2f, and subsequently is found to have committed such prohibited conduct a second time within three (3) years, he or she shall be subject to discipline up to and including termination. The level of discipline imposed for subsequent instances of such prohibited conduct beyond three (3) years may be termination but shall be determined on a case-by-case basis.

#### Section 7. Voluntary Rehabilitation.

a. The primary objectives of the Agency's drug and alcohol policy are to maintain employee performance and good health and a safe work environment. If, prior to a requirement by the Agency that the employee submit to any of the tests specified in Section 5 of this Article, the employee notifies a supervisor he or she has drug or alcohol problems that require treatment, then in that event the employee shall immediately submit to a medical evaluation by a doctor selected and paid for by the Agency and shall enroll in a treatment program recommended by the doctor. An employee may seek such evaluation and treatment from the employee's own doctor, at the employee's expense. The employee shall notify the employer of the name of the doctor. An employee who enters rehabilitation and successfully completes rehabilitation under the terms of this paragraph shall not be subject to discipline. The cost of such treatment shall be at the employee's expense except as it may be covered by insurance. The employee may take paid leave or leave without pay for the period of treatment.

b. If an employee has previously enrolled in a voluntary rehabilitative treatment described in subsection a and subsequently again volunteers for such treatment in advance of being required to submit to any of these tests specified in Section 5 of this Article, then the employee shall immediately submit to a medical evaluation by a doctor selected and paid for by the Agency and shall successfully complete the treatment program recommended by the doctor. An employee may seek such evaluation and treatment from the employee's own doctor, at the employee's expense. The employee shall notify the employer of the name of the doctor. If the employee fails to complete the treatment program successfully, he or she shall be subject to discipline up to and including termination. The cost of such treatment shall be at the employee's expense except as it may be covered by insurance. The employee may take paid leave or leave without pay for the period of treatment.

## Section 8. Searches.

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

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

## Section 9. Consequences of Search Results.

a. Reasonable suspicion searches which do not reveal the presence of alcohol or controlled substances, including marijuana (but excluding any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse), shall result in no further action against the employee related to an alleged violation of Section 2d. The employee shall be informed of such search results in writing.

b. Searches which reveal the presence of alcohol or controlled substances, including marijuana (but excluding any substance prescribed for the employee's use which has not been obtained for the purpose of abuse), shall result in those consequences specified in Section 4 as though a positive blood or confirmed urine test had been administered.

## Section 10. Training.

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

## Section 11. Emergencies.

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

# **ARTICLE 25 - WORKING CONDITIONS**

## Section 1. Work Week.

a. Work Week Defined. The work week for the Institutions 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 and two (2) consecutive days off within each

work week, or four (4) shifts of ten (10) hours and three (3) consecutive days off within each work week. Saturday and Sunday will be considered as consecutive days off within the work week.

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

## Section 2. Working Hours.

a. Work Hours Defined. The standard work day shall be a period of twenty-four (24) hours, containing eight (8) or ten (10) consecutive hours of work interrupted by rest and meal periods.

b. Rest Periods. Rest periods will normally consist of two (2), fifteen (15) minute breaks. Rest periods for staff preferably will occur between the second (2nd) and third (3rd) hours and the fifth (5th) and sixth (6th) hours of the employee's shift. However, it is understood that breaks are not guaranteed at regular and recurring intervals. Management agrees to make reasonable effort to allow rest breaks where possible, but does not guarantee that breaks will be granted on every work shift or that they will occur at regular and recurring intervals.

c. Security & Recreation staff. Where security and recreation staff have a past practice allowing informal breaks to occur, that practice shall continue on a reasonable basis consistent with Section 2b above.

d. Transport staff only. Transport staff may work a flexible work schedule. A flexible work schedule is a work schedule which may vary the start and stop times on a daily basis but does not exceed the number of total normal duty hours previously scheduled for that day. Employees assigned long distance transports will be permitted to eat their meal while on duty; time will count as time worked. There will be an eight (8) hour break between the end of one (1) day and the beginning of the next work day except in emergencies, or when on out-of-state transport and scheduling does not permit such a break, or when requested by the employee and where safety and security is not compromised.

e. Split Shifts. Computer generated work schedules will be reviewed and a good faith effort made to minimize the number of schedules which contain split shifts.

## Section 3. Meal Periods at Institutions.

a. Scheduling. A meal period shall be scheduled for each employee at approximately the mid-period of the work day, as work permits. This period shall begin upon the employee being relieved and shall end upon the employee's return to the work station.

Inmate Work Crew Supervisors may, at the discretion of management, be required to take unpaid meal periods not to exceed one (1) hour on work assignments where alternate inmate supervision is available.

b. Overtime. A reasonable meal period shall be allowed at the conclusion of a regular shift when a security employee is required to work overtime shifts of at least four (4) hours beyond the

employee's regular shift. The Agency shall furnish the meal, and the time shall count as time worked. If an employee is called back to work a full four (4) hour overtime shift with less than two (2) hours' notice, the employee's meal will be furnished by the Agency.

c. Work Performed During Meal. A meal period shall be allowed each employee as work permits. Employees who are not relieved from the employees' shift, and are required to remain in their work area while eating, shall have such time counted as time worked. In no instance shall an employee be required to use a meal period in excess of one (1) hour.

d. Cost of Meals. Meals are at the employee's expense. The Department shall provide adequate dry and refrigerated storage for employees' meals.

#### Section 4. Clean-Up Time in Institution.

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

#### Section 5. Vacation Relief.

The Agency will continue to use Correctional Officers to relieve other security staff on vacation without penalty.

#### Section 6. Security Briefings.

Where security staff are required to attend security briefings prior to commencement of their shift, it shall be counted as time worked and paid in accordance with Article 15 - Overtime.

#### Section 7. Time Trades.

Employees may agree to time trades with other employees who are qualified to perform the duties required in the course of the trade. Such agreement shall be in writing and signed by the affected employees. Supervisors shall not withhold approval of time trades without valid cause.

Time trades are voluntary agreements between employees and shall not cause financial liability to the employer. The employee originally scheduled to work the shift is responsible to ensure that the time trade occurs as submitted or he/she shall be charged with leave time.

Employees (7) days in advance of the trade date. If a trade is denied a brief explanation shall be provided on the form which will then be returned to the employee.

All time trades shall be completed within a thirty (30) day time period.

The notification deadline and/or the completion period may be extended or reduced at individual functional units by mutual agreement between the local Union and the functional unit Manager via the Labor/Management meeting process.

Institution Security Managers may reduce the minimum notification deadline or extend the completion period at their discretion and with the agreement of the affected employee.

#### Section 8. Work Schedules (Except EOCI).

Schedules showing each security employee's shift, work days, and hours shall be posted in the appropriate area at all times. Except for emergency situations or as mutually agreed, the Agency will provide seven (7) days' notice of changes in work schedule.

#### Section 9. Seniority.

For purposes of bidding under Article 25, Working Conditions, seniority is defined as time in class in the security bargaining unit, except that employees in the bargaining unit on July 1, 1994, shall retain the seniority date they have in their current position until such time as the employee leaves that position.

The intent is that an employee in the AFSCME security series on July 1, 1994, keeps the seniority date negotiated in the 1992-94 Agreement for as long as the employee remains in the classification and functional unit the employee was in on that date. Once the employee leaves that position by promoting to a higher classification in the security series, transferring to a position in the same classification in another AFSCME-represented functional unit, or leaves the bargaining unit security series for any reason and then returns, the employee's seniority date will be recomputed to meet the definition of "time in class in the security bargaining unit." Seniority not sanctioned by this Agreement will not be recognized.

#### Section 10. Shift Bidding Procedures by Institution.

### **Eastern Oregon Correctional Institution**

a. All security posts, except those specified as exempt, shall be included in the bid system with seniority prevailing.

b. All security section posts not exempt shall have an established rotation period of six (6) months as existed on July 01, 2001. A rotation period can be changed to three (3) months at the discretion of the Institution, however the Union can grieve the reasonableness of the decision under paragraph E below. The mechanics of the bidding procedure shall be determined by the Agency. The affected post shall then be assigned to the senior employee placing a bid, and such employee must remain on such post until the next rotation date occurs. All affected employees must bid each time their respective post rotates. An employee cannot use seniority to secure a post for more than two (2) consecutive bids nor use seniority to secure a bid for the same post during a two (2) year period. Seniority will prevail on every bid, but the post an employee may bid by seniority will vary as per above. An employee who has not successfully bid a post or an employee who did not bid a post may be assigned by the Institution until such employee is able to make a successful bid.

c. A senior employee may be denied or removed from a post for valid cause only.

d. If an employee is assigned for Institution convenience to an exempt post herein specified, the Institution will provide adequate training prior to assignment. The posts exempt from bidding are:

Control Center Staff on All Shifts – Indefinite  
 Segregation Unit Staff on All Shifts – Indefinite  
 Tool and Key Corporal – Indefinite

H-Unit Supervisor – Sergeant	54-2
Visiting Supervisor – Sergeant	66-2
H-Unit Supervisor – Sergeant	54-3

Housing Unit F2	132-1
Officer RDO 8	RDO 8-1
Officer Flex 49	Flex 49-1

Housing Unit F2	132-2
Housing Unit H2 (Female Only)	152-2
Assignment Office	241-2
M17 A and O Work Coordinator*	303-2 – Indefinite
Officer RDO 20	RDO 20-2
Officer Flex 50	Flex 50-2

Housing Unit F2	132-3
Officer RDO 40	RDO 40-3

All exempt posts (Except Control Center, Segregation, Tool and Key\* and Housing Unit H-2) listed above shall be held for a maximum period of one (1) year, at which time the incumbent must return to a bid position. In the event of circumstances beyond the control of the Institution, management may temporarily hold an employee in one (1) of these positions not to exceed six (6) months. Any H-Unit Post which is designated as an Exempt Post, shall go back into the Bid Rotation upon H-Unit returning to a male Housing Unit, unless H-Unit remains a special housing unit.

In addition to the above exempt posts, there shall be training posts that are exempt from the bid system in this Section. The actual number of exempt training posts utilized may fluctuate and if the number exceeds the ratio of one (1) training post for each ten (10) employees in the bargaining unit, then the Union may challenge the Agency's decision to create a greater number of training posts under paragraph E of this Section. When the designated posts are not utilized as training posts, they will be subject to the bid system until they are again needed as training posts. These posts will be designated through the local Labor Management Process.

e. Should the Institution wish to remove a security post from the bid list or wish to establish a post outside the bid list, notice will be given to the Union. If the Union believes the specified removal to be unreasonable, then within seven (7) days of the date upon which the Union knows, or by reasonable diligence, should have known of the subject action, the Union shall request the Institution meet to discuss the issue. Failure to reach agreement on the disputed post shall allow the Union to proceed to arbitration under the provisions of Article 1, Section 5. Timelines established in Article 1, Section 5 shall apply to meetings and appeals under this section.

f. Work Schedules. Schedules showing each employee's shift, work days, and hours shall be posted in the appropriate department at all times. Changes in work schedules, from shift to shift, may occur for valid cause or as mutually agreed.

g. Employees who extend their bid for a back-to-back assignment may not use their seniority to bid the same assignment until two (2) years from the date they were scheduled to vacate the post. Where an employee does not bid the same post back-to-back, the employee may not exercise their seniority to bid the same post until twenty-four (24) months has passed from the date of the employee's assignment.

### **Santiam Correctional Institution**

Officers who have completed Trial Service may bid shift and days off in order of seniority as defined in Section 9 of this Article. Employees, who fail to successfully bid, or who do not apply or bid, will be assigned at the discretion of the Institution's Management.

Bids will address only shift and days off. Bidding will occur every six (6) months, becoming effective on the first Sunday of March and September. The Security Manager will post all available work schedules thirty (30) calendar days prior to the rotation date. The mechanics of the bidding procedure will be determined at Labor/Management. All bids must be in writing, signed by the bidding employee, and numbered by preference, if placing more than one (1) bid. The new schedule will be posted no less than seven (7) calendar days prior to the rotation date. Three (3) shift and day off assignments may be designated as exempt for training as needed. The Tool and Key Control Corporal shall be designated as an exempt post.

The Institution's Management will make the specific daily work schedules and may only remove or deny an employee from a work schedule for valid cause.

### **Shutter Creek Correctional Institution**

a. Officers who have completed Trial Service may bid shifts and days off in order of seniority as defined in Section 9 of this Article. Employees who fail to successfully bid, or who do not apply or bid, will be assigned at the discretion of the institution's management.

Correctional Officers may be assigned to lead and/or supervise inmate crews fighting forest and other fires.

Bids for institution security assignments will address only shift and days off. Bidding will occur every six (6) months, becoming effective on the first (1st) Sunday of April and October. The Security Manager shall post work schedules thirty (30) calendar days before the rotation date. Employees shall have ten (10) calendar days following the posting of the work schedules to place bids. The parties will agree upon a process of bidding based on scheduled appointments and current bid status. The new assignment schedule will be posted no less than seven (7) calendar days prior to the effective date. One (1) assignment per shift will be exempt from bidding and reserved for the training of new employees when required.

Officers will not be permitted to secure, through bidding, the same shift more than three (3) times consecutively.

The institution's management will make the specific daily work assignments and may remove an employee from a bid or Inmate Work Crew Supervisor assignment for valid cause.

b. Exceptions to Work Schedule Bidding. The institution's management will make the specific work assignments for Drill Instructors, Community Officers, and one (1) training slot for each shift. Removal from these assignments may occur for valid cause.

c. Employees who are designated as Drill Instructors shall be paid an allowance of \$180 for uniform maintenance for each twenty-six (26)-week assignment. If for some reason an employee does not complete the twenty-six (26)-week course, the allowance shall be prorated.

### **Columbia River Correctional Institution**

a. Bidding Process. Officers who have completed Trial Service may bid shifts and days off in order of seniority as defined in Section 9 of this Article. Employees who fail to successfully bid, or who do not apply or bid, will be assigned at the discretion of the institution's management.

Bids will address only shift and days off. Bidding will occur every six (6) months, becoming effective on the first (1st) Sunday of April and October. The Security Manager shall post work schedules thirty (30) calendar days before the rotation date. The mechanics of the bidding procedure shall be determined by the employer. All bids must be in writing, signed by the bidding employee, and numbered by preference, if placing more than one (1) bid. Employees may submit up to three (3) bids. The new schedule will be posted no less than seven (7) calendar days prior to the effective date. Three (3) shift and day off assignments will be designated on each bid cycle to be exempt for training.

The institution's management will make the specific daily work schedules and may remove or deny an employee from a bid for valid cause.

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

### **Powder River Correctional Facility**

a. Work Schedule Bidding. Each security staff member may submit their bid for a shift and days off work schedule following the posting of the work schedule by the Security Manager. Employees shall have ten (10) working days following the posting of the work schedule to make their bid selections. The employer will post the work schedule for bidding twenty-five (25) calendar days prior to the rotation date.

Security staff may submit three (3) selections. Such selections must be submitted in priority order. Seniority may be used as the determining factor in securing a shift and days off work schedule.

The parties agree that the intent of this section is to provide as many work and training opportunities as possible for all security staff, regardless of seniority, while recognizing the importance of seniority and the individual choices of staff.

Each security staff member, regardless of seniority, must rotate to a different shift at least once annually beginning with the first rotation period when eligible to bid. Security staff hired in between bid periods will be assigned by the Security Manager. Security staff assigned to an RFM position may be assigned to various shifts and days off in order to provide relief to other staff (i.e., general, compensatory time, training, sick leave). When not assigned to relieve another staff member, the staff assigned to a Flex position will be assigned to a shift and days off as determined by the Security Manager pursuant to Section 1 of this Article.

Security work assignment schedules will change every four (4) or six (6) months as determined by the Security Manager. The parties agree to meet and confer if a six (6) month rotation system is being considered.

After November 7, 1990, if two (2) or more employees are hired on the same date, seniority for purposes of this article, shall be determined by the employee's last name in alphabetical order.

### **Snake River Correctional Institution**

a. Work Schedule Bidding. Each security staff member may submit their bid for a shift and days off work schedule following the posting of the work schedule by the Security Manager. Employees shall have ten (10) working days following the posting of the work schedule to make their bid selections. The employer will post the work schedule for bidding twenty-five (25) calendar days prior to the rotation date.

Security staff may submit three (3) selections. Such selections must be submitted in priority order. Officers who have completed trial service may bid shifts and days off in order of seniority as defined in Section 9 of this Article. Security staff hired in between bid periods will be assigned by the Security Manager.

The parties agree that the intent of this section is to provide as many work and training opportunities as possible for all security staff regardless of seniority while recognizing the importance of seniority and the individual choices of staff.

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

b. Sergeants' Responsibilities/Duties. Sergeants will have leadwork responsibility over subordinate Correctional Corporals and Officers.

### **Oregon Women's Correctional Center**

a. Bidding Process. Officers who have completed Trial Service may bid shifts and days off in order of seniority as defined in Section 9 of this Article. Employees who fail to successfully bid, or who do not apply or bid, will be assigned at the discretion of the institution's management.

Bids will address only shift and days off. Bidding will occur every six (6) months, becoming effective on the first (1st) Sunday of April and October. The Security Manager shall post work schedules thirty (30) calendar days before the rotation date. The mechanics of the bidding procedure shall be determined by the employer. All bids must be in writing, signed by the bidding employee, and

numbered by preference, if placing more than one (1) bid. Employees may submit up to three (3) bids. The new schedule will be posted no less than seven (7) calendar days prior to the effective date. Three (3) shift and day off assignments will be designated on each bid cycle to be exempt for training.

The institution's management will make the specific daily work schedules and may remove or deny an employee from a bid for valid cause.

The following post is exempted from job bidding at the Women's Correctional Center:

Tool and Key

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

### **Two Rivers Correctional Institution**

Bidding process: Officers who have completed trial service may bid shifts and days off in order of seniority. Seniority is defined in Section 9 of this Article. Employees who fail to successfully bid or who do not apply to bid, will be assigned at the discretion of the Institution's management.

Bids will address only shifts and days off. Bidding will occur every six (6) months, becoming effective on the first (1st) Sunday of April and October. The mechanics of the bidding procedure shall be determined in consultation with the union at Labor/Management.

### **Coffee Creek Correctional Facility**

The parties agree to schedule interim negotiations, commencing October 2001 to address such working conditions as may be appropriate.

## **ARTICLE 26 - UNIFORMS AND PROTECTIVE CLOTHING**

### **Section 1. Institutional Uniforms.**

Institutional uniforms and protective clothing as provided and maintained, or both, by the Agency shall be continued. Where uniforms are furnished, the Agency shall provide a complete uniform including overcoats, trousers, shirts, belts, ties, and appropriate rain gear for those institutional employees whose duties require exposure to inclement weather. The Agency shall not be responsible for replacing uniforms and protective clothing damaged due to employee negligence.

### **Section 2. Damage to Personal Clothing.**

Employees who suffer damage to personal property in the performance of their official duties will be reimbursed as subject to Department of Administrative Services Rules 15-045-01 and any subsequent amendments thereto.

## **ARTICLE 27 - EMPLOYEE FACILITIES**

Management shall maintain physical plant facilities provided for employees (including parking and existing motorcycle and bicycle parking with adequate accommodations for seasonal usage) at the Institutions, and elsewhere where authority exists.

## **ARTICLE 28 - INCLEMENT CONDITIONS**

### **Section 1.**

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

### **Section 2.**

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

### **Section 3.**

If notice is not given as herein provided, and the employee reports to their regularly scheduled shift of work, they shall be assigned work and paid for the full shift of work.

## **ARTICLE 29 - SAFETY AND HEALTH**

### **Section 1.**

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

### **Section 2.**

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

### **Section 3.**

a. If an employee claims that an assigned job or equipment is unsafe or might unduly endanger the employee's health and, for that reason refuses to do the job, the employee shall immediately give specific reason(s) to the supervisor. The supervisor shall request an immediate

determination by the Agency Safety Representative or, if none is available, a safety representative of the Oregon Occupational Safety and Health Division (OR-OSHA), as to whether the job or equipment is safe or unsafe. At the discretion of the Union, a Union staff member and/or authorized Union Representative shall accompany the agency OR-OSHA representative conducting the safety inspection.

b. Pending determination provided for in this Section, the employee shall be given suitable work elsewhere, if such work is available. If no suitable work is available, the employee shall be sent home.

c. Time lost by the employee as a result of any refusal to perform work on the grounds that it is unsafe or might unduly endanger the employee's health, shall not be paid for by the Agency unless the employee's claim is upheld.

#### Section 4.

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

#### Section 5.

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

#### Section 6.

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

## **ARTICLE 31 - HOLIDAYS**

#### Section 1.

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

- a. New Year's Day on January 1;
- b. Martin Luther King, Jr.'s Birthday on the third Monday in January;
- c. President's Birthday on the third Monday in February;

- d. Memorial Day on the last Monday in May;
- e. Independence Day on July 4;
- f. Labor Day on the first Monday in September;
- g. Veterans' Day on November 11;
- h. Thanksgiving Day on the fourth Thursday in November;
- i. Christmas Day on December 25;
- j. Every day appointed by the Governor of the State of Oregon as a holiday and every day appointed by the President of the United States as a day of mourning, rejoicing, or other special observance only when the Governor also appoints that day as a holiday.

## Section 2.

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

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

## Section 3.

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

## Section 4.

Where an employee has been approved to work an alternate work schedule such as a four (4) day, ten (10) hour work week, management shall either revert the schedule to a five (5) day, eight (8) hour work week 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 32 - VACATION LEAVE**

## Section 1.

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

Section 2.

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

After six (6) months through 5th year	15 work days for each 12 full calendar months of service (10 hours per month)
After 5th year through 10th year	18 work days for each 12 full calendar months of service (12 hours per month)
After 10th year through 15th year	21 workdays for each 12 full calendar months of service (14 hours per month)
After 15th year through 20th year	24 workdays for each 12 full calendar months of service (16 hours per month)
After 20th year	27 workdays for each 12 full calendar months of service (18 hours per month)

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

Service with a jury shall be considered time worked.

Section 7.

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

#### Section 8.

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

#### Section 9.

Vacation hours may accumulate to a maximum of two hundred fifty (250) hours.

#### Section 10.

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

#### Section 11.

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

- a. That employees shall have their vacation time paid in full when the employees are laid off, terminated, or take educational leave without pay in excess of thirty (30) days;
- b. As provided for set-off of damages or misappropriation of State property or equipment on termination;
- c. To avoid losing vacation, the Agency may schedule the employee who has accrued two hundred fifty (250) hours to take vacation or make a cash payment in lieu of scheduling. Employees who have participated in the annual bidding process by bidding a minimum of one hundred twenty (120) hours and whose vacation accrual will exceed two hundred fifty (250) hours shall have the hours exceeding two hundred fifty (250) scheduled by mutual agreement or paid out at management's option.
- d. If two (2) or more employees request the same period of time and the matter cannot be resolved by agreement of the parties concerned, the employee having the greatest length of State service shall be granted the time; however, seniority may be exercised only once in any calendar year.

#### Section 12.

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

#### Section 13.

Employee vacations will start on the first (1st) day following the employee's regularly scheduled two (2) days off when approved by the Agency.

Section 14. Reimbursement for Cancelled Vacation.

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

**ARTICLE 33 - SICK LEAVE WITH PAY**

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

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease, attendance upon

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

#### Section 7.

If an employee's sick leave accrual should become exhausted, the employee may, at the employee's option, with management's approval, utilize any vacation, or compensatory time they have accrued. An employee may use accrued vacation or compensatory time upon expiration of sick leave credits unless the employee is on a written notice involving attendance problems.

#### Section 8.

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

Staff Assaults: Staff who are off duty and on time loss because of an inmate committing an Assault I shall:

- a. Continue vacation and sick leave accrual while on time loss. Accrued vacation leave shall not exceed two hundred fifty (250) hours.
- b. Have the option of sick leave proration use as noted under Section 8.

#### Section 9. Hardship Leave.

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

- a. The recipient and donor must be regular employees of the Agency.
- b. The Agency shall not assume any tax liabilities that would otherwise accrue to the employee.
- c. Use of donated leave shall be consistent with the other Sections of this Article.
- d. Applications for hardship leave shall be in writing and sent to the Agency's Personnel Section and accompanied by the treating physician's written statement certifying the illness or injury. Donated leave may be used intermittently.
- e. Accumulated leave includes, but is not limited to, sick, vacation, and compensatory leave accruals.
- f. Donations shall be credited at the recipient's current regular hourly rate of pay. Donations shall be used to reimburse the Agency for such costs as are incurred for insurance contributions pursuant to Article 12 which the recipient is eligible to receive as a result of the employee's use of donated hardship leave. Donees will be allowed to keep forty (40) hours of donated leave for future use after they return to work. All other unused donated leave will be returned to donors per Agency policy.
- g. Employees otherwise eligible for or receiving disability benefits, workers compensation or on parental leaves will not be considered eligible to receive donations under this agreement.
- h. Time spent by the recipient on donated hardship leave shall not count towards completion of the employee's initial trial service period, nor towards salary eligibility dates for a step increase. When the recipient is released to return to duty, the end of the initial trial service and salary eligibility date will be adjusted by the period of the donated hardship leave taken.

## **ARTICLE 34 - SICK LEAVE WITHOUT PAY**

### **Section 1.**

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

After earned sick leave has been exhausted, the Appointing Authority shall grant sick leave without pay for any non-job-incurred injury or illness to any employee upon request for a period up to one (1) year provided such leave will not seriously handicap the work of the Agency. Extensions of sick leave without pay for any non-job-incurred injury or illness beyond one (1) year must be approved by the Appointing Authority.

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

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

## Section 2.

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

## **ARTICLE 35 - FAMILY LEAVE**

Employees determined to be eligible in accordance with provisions of federal and state leave laws shall have all the rights, and be subject to all of the requirements of those laws. Such laws include, but are not limited to, the Federal Family and Medical Leave Act of 1993 (FMLA), the Oregon Parental Leave Law (ORS 659.360), the Oregon Pregnancy Leave Law (ORS 659.389), and the Oregon Family Medical Leave Law (ORS 659.560).

## **ARTICLE 36 - LEAVES WITH PAY**

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

- a. Service with a jury. The employee may keep any money paid by the court for serving on jury.
- b. Appearances before a court, legislative committee, or judicial body as a witness in response to a subpoena or other direction by proper authority for matters relating to the employee's officially assigned duties. The employee may keep any money paid in connection with the appearance.
- c. Taking part without pay in a search and rescue operation at the specific request of any law enforcement agency, the Administrator of the Board of Aeronautics, the United States Forest Service, or any local organization of civil defense, for a period of no more than five (5) working days.
- d. Other authorized duties in connection with State business.
- e. An employee who has been employed in State Service for six (6) months or more, and who is a member of the National Guard or any reserve components of the Armed Forces of the United States, is entitled to leave of absence from the employee's duties for a period not to exceed fifteen (15) calendar days or eleven (11) working days in any federal fiscal year (October through September).
- f. An employee may be granted educational leave in which the Agency may defray a part or all of the cost, either through allotment or payment of salary. Such leave shall be granted only when the benefits to be realized by the State will outweigh the cost and inconvenience to the State. Each request for leave must be approved by the Agency Head or designee, who normally shall not approve such leave for more than one (1) year.

Vacation leave shall not accrue during an educational leave with pay, the duration of which exceeds fifteen (15) calendar days.

### **ARTICLE 37 - LEAVE OF ABSENCE WITHOUT PAY**

#### **Section 1.**

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

#### **Section 2.**

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

#### **Section 3.**

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

#### **Section 4. Military Leave.**

An employee who has received official orders from any Reserve component of the Armed Forces of the United States shall be given such Military Leave Without Pay as may be provided by law.

### **ARTICLE 38 - PRE-RETIREMENT COUNSELING LEAVE**

At any time after reaching forty-five (45) years of age and within five (5) years of the employee's chosen retirement date, each employee shall be granted up to three and one-half (3 1/2) days leave with pay to pursue bona fide pre-retirement counseling programs. Employees shall request the use of leave provided in this Article at least seven (7) days prior to the intended date of use.

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

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

## **ARTICLE 39 - ELECTION DAYS**

On recognized Federal and State Election Days, the work will be arranged to allow the employees the opportunity to vote.

## **ARTICLE 40 - PROMOTIONS/ADVANCEMENT**

### **Section 1.**

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

### **Section 2.**

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

### **Section 3.**

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

## **ARTICLE 41 - TRIAL SERVICE**

### **Section 1.**

Each employee appointed to a position in the bargaining unit by initial appointment to the Agency or promotion shall, with each appointment, serve a trial service period. 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. Time spent on donated hardship leave shall not count toward completion of trial service. The trial service date will be adjusted only by the number of days the employee was on such leave, except as modified under Section 2 of this Article.

### **Section 2. Trial Service Time.**

The trial service period is recognized as an extension of the selection process and is the prescribed time immediately following appointment.

a. Security for DOC. Trial service shall not exceed twelve (12) full calendar months for initial appointment of security employees to the Department of Corrections.

b. Promotional Trial Service. Trial service shall not exceed six (6) full calendar months for promotion with the Department of Corrections.

### Section 3.

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

### Section 4.

An employee on trial service, other than initial trial service, who is removed shall be reinstated to the employee's former position providing the employee was a regular employee in another position in an AFSCME bargaining unit immediately prior to the appointment, and provided the employee has not been charged under ORS 240.555.

## **ARTICLE 42 - TRAINING/EDUCATION**

### Section 1. Training.

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

### Section 2. Developmental Opportunities.

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

### Section 3.

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

## **ARTICLE 43 - JOB SHARING**

### **Section 1.**

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

### **Section 2.**

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

### **Section 3.**

Job share employees shall accrue vacation leave, sick leave and holiday pay based on a 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 Agency 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 Agency contribution for insurance benefits in a job share position is limited to the amount authorized for one (1) full-time employee. Each job share employee shall have the right to pay the difference between the Agency paid insurance benefits and the full premium amount through payroll deduction.

### **Section 5.**

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

### **Section 6.**

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

## **ARTICLE 44 - LAYOFF PROCEDURE**

### **Section 1.**

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

### **Section 2.**

Employees shall be laid off and service credits calculated within the following mutually exclusive categories:

- a. Full-time,
- b. Part-time, (including job share).

### **Section 3.**

Layoff shall be by classification as defined in Section 11. The classification, geographic area, and functional unit to be affected by any particular layoff shall be identified by the Agency at the time the layoff is declared. Order of layoff within the designated classification, functional unit, and geographic area shall be determined by the lowest service credit.

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

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

### **Section 4. Service Credit.**

Seniority is defined as total length of continuous Agency service. One (1) point shall be allowed for each full month of unbroken service. An employee's seniority shall be computed from the date of the employee's employment by the Agency in any capacity within the Division/ Department, except that a new employee shall be on trial service for the appropriate period. A new employee shall be placed on the seniority list and given seniority ratings as of the first day the employee was hired by the Agency.

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

Seniority lists shall be prepared by the Agency, during January, updated periodically, and posted on bulletin boards in the agency. Time with the Board of Parole and the Department of Corrections shall be interchangeable. Time spent by former employees of the EOH&TC who were employed at that facility and transferred to EOCI within six (6) months of EOH&TC's closure, shall count toward the calculation of Department of Corrections seniority in that geographic area only.

#### Section 5. Options in Lieu of Layoff.

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

- a. Any employee notified of layoff may opt to displace the least service credit person in the geographic area in the same classification provided the employee can perform the specific requirements of the position within approximately two (2) weeks.
- b. Any employee notified of layoff may elect to demote within the functional unit to a lower classification for which the employee is qualified provided the employee can perform the requirements of the position within approximately two (2) weeks, if a position exists which is not protected from layoff and where the incumbent has the least seniority.
- c. If no such option exists within the functional unit, the employee may elect to displace the least senior undesignated person in the geographic area in a lower classification for which the employee is qualified, provided the employee can perform the requirements of the position within approximately two (2) weeks.

#### Section 6.

The name of a demoting employee shall then be placed on the appropriate layoff list for the class the employee demoted from. Any employee demoted in lieu of layoff may request at that time and shall be paid for all accrued compensatory time at the rate being earned prior to demotion in lieu of layoff.

#### Section 7.

If an employee's selection in Section 6 results requires moving, moving expenses shall be assumed by the employee.

#### Section 8. Layoff List.

A layoff list shall be a list of employees by classification and geographic area who are laid off from the Agency. Such lists are maintained in inverse order of layoff for the geographic area. Recall shall be from the list, one (1) name at a time, to the vacancy in the classification and within the geographic area from which the employee was laid off provided the employee can perform the specific

requirements of the position within approximately two (2) weeks. No new employees may be hired within that geographic area until all employees on the layoff list in that class have been offered reemployment. Names shall be maintained on the appropriate layoff list(s) for two (2) years from the effective date of layoff.

#### Section 9.

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

#### Section 10.

If the Agency is willing to allow cross bumping between unions, discussion with affected union representatives will be initiated. If the parties agree, cross bumping will be allowed both ways.

#### Section 11. Geographic Area and Functional Unit.

For the purposes of this Article the two (2) geographic areas are defined as the area west of Cascade Mountain Range and the area east of the Cascade Mountain Range.

Functional unit is defined as:

Each institution - Eastern Oregon Correctional Institution (EOCI), Oregon Women's Correctional Center (OWCC), Santiam Correctional Institution (SCI), Shutter Creek Correctional Institution (SCCI), Snake River Correctional Institution (SRCI), Columbia River Correctional Institution (CRCI), Powder River Correctional Facility (PRCF), Oregon Corrections Intake Center (OCIC), Coffee Creek Correctional Facility, Transportation East and Transportation West and Two Rivers Correctional Institution (TRCI).

#### Section 12. Temporary Interruption of Employment.

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

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

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

## **ARTICLE 45 - REVIEW OF CLASSIFICATION SERIES**

### **Section 1.**

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

### **Section 2.**

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

### **Section 3.**

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

### **Section 4.**

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

## **ARTICLE 46 - RECLASSIFICATION PROCEDURE**

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

### **Section 1.**

The Agency shall furnish Class Specifications at the request of the Union or employee.

### **Section 2.**

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

### **Section 3.**

The Agency shall conduct a classification audit and review the merits of the request. Within thirty (30) days after receipt of reclassification request the Agency shall notify the Union of its decision. The Union shall have an opportunity, before the thirty (30) days decision date, to meet with the Agency

to present arguments and recommendations where there are objections to the proposed reclassification. The parties may extend the time limits by mutual, written agreement in those instances where the review process or other extenuating circumstances require additional time for analysis.

#### Section 4.

Any employee who is involuntarily reclassified or any employee whose reclassification request is denied may take the matter up as a grievance under Article 51 (Grievance and Arbitration) of this Agreement.

#### Section 5.

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

#### Section 6.

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

#### Section 7.

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

#### Section 8.

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

#### Section 9. Reclassification Upward.

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

### **ARTICLE 47 - EMPLOYEE RIGHTS**

### Section 1.

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

### Section 2.

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

- a. The employee shall not be deprived of any of the employee's constitutional or civil rights guaranteed by the Federal and State Constitutions and Laws.
- b. The employee shall be informed of the nature of the complaint or charges before the employee is required to respond to questions concerning the complaint or charges. Such interview shall normally occur during employee paid time.
- c. If the employee is required to respond to a formal complaint or charge, the employee shall have the right to counsel and/or Union representation prior to and/or during the interview.
- d. The employee shall not be required to take or be subjected to any lie detector device as a condition of continued employment.
- e. Formal complaints or charges made to an employee which are not verified or proven shall not be recorded and placed in the employee's personnel file or used in any subsequent performance evaluation.

## **ARTICLE 48 - LIMITED DURATION APPOINTMENT**

### Section 1.

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

### Section 2.

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

### Section 3.

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

- a. That the appointment is of limited duration.
- b. That the appointment may cease at any time.
- c. That persons who accept a limited duration appointment who were formerly classified state employees, from AFSCME, within the bargaining unit, are entitled to rights under the layoff procedure starting from the prior class within the Agency.
- d. That in all other respects, limited duration appointees have all rights and privileges of other classified employees including but not limited to wages, benefits, and Union representation under this Agreement.

## **ARTICLE 49 - PERSONNEL FILES**

### **Section 1.**

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

### **Section 2.**

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

### **Section 3.**

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

## **ARTICLE 50 - DISCIPLINE AND DISCHARGE**

### **Section 1.**

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

### **Section 2.**

a. Dismissal Appeals. The dismissal (and pre-dismissal suspension without pay) of a regular status employee may be appealed by the Union to binding arbitration. The appeal must state the reasons for the appeal and be submitted to the Labor Relations Division, in writing, within ten (10) calendar days from the effective date of the dismissal.

b. Reduction, Suspension and Demotion Appeals. An employee reduced in pay, demoted, or suspended shall receive written notice of the discipline with the specific charges and facts supporting the discipline.

### Section 3.

In the event of reduction in pay, dismissal, suspension, demotion, or written reprimand, a written statement shall be given to the employee at the time action is taken and a copy sent to the Local Union Council Representative within seven (7) days of issuance to the employee. In the event it is necessary to immediately remove the employee from the premises, the written statement shall be provided within forty-eight (48) hours of the removal. The written statement shall include the complaint against the employee and the facts upon which the Agency relies in support of the complaint.

### Section 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 Union Business Agent and Chief Steward 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. Such notification shall include a copy of this Article. The employee may be suspended in accordance with current practice or be allowed to continue work during the period of investigation. The Appointing Authority will normally issue a final decision within twenty-one (21) calendar days after the meeting, or will notify the employee and the Union within that time when the decision can be expected. Extensions requested by the employee or the Union shall not count against the twenty-one (21) days.

### Section 5.

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

### Section 6.

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

## **ARTICLE 51 - GRIEVANCE AND ARBITRATION**

## Section 1.

Grievances are defined as acts, omissions, applications or interpretations alleged to be violations of the terms and conditions of this Agreement. Employees shall meet with the immediate supervisor informally. If such problems cannot be resolved, the employee may avail themselves of the following procedure. A grievance shall not be expanded upon after the grievance has been filed with the designated appointing authority.

## Section 2.

Disputes arising from reduction in pay, dismissal, suspension or demotion other than initial trial service employees are subject to the grievance and arbitration procedure.

Appeal of a written reprimand, refusal/withholding of merit step increase and any other form of discipline other than dismissal, reduction, suspension and demotion shall be in accordance with this article.

Step 1. Employee, with or without union representation will contact their immediate supervisor to meet and discuss alleged contract violations prior to filing a written grievance at step 2.

Step 2. If the issue is unresolved, the Union will submit a written grievance containing the date of occurrence, the act or omission that created the grievance, the section violated, and the remedy desired within thirty (30) days of the alleged occurrence. Where the issue is not settled at step 1, the Union shall submit the grievance to the designated appointing authority within thirty (30) days of the alleged occurrence. The designated appointing authority's response shall be due in writing within thirty (30) calendar days of receipt of the grievance.

Step 3. If the grievance is not resolved by the Agency, the Union shall notify the Labor Relations Division of the Department of Administrative Services within fifteen (15) calendar days of receipt of the designated appointing authority's response that such response is not acceptable. A meeting will be held between the parties to mutually share information about the grievance. The parties shall fully disclose their respective positions and all supporting evidence. All potential resolutions shall be discussed in this meeting and shall be non-prejudicial to the parties if arbitrations occur. The meeting shall occur within fifteen (15) days of the Union's notice, unless otherwise agreed to in writing.

Step 4. If the grievance is not resolved at the Labor Relations Division within fifteen (15) days of the step 4 notice or as otherwise mutually agreed to in writing, the Union shall notify the Department of Administrative Services that it desires arbitration of the grievance.

### Step 5. Selection of an Arbitrator.

1. The Union will request from the Employment Relations Board, the names of five (5) qualified arbitrators at the time it notifies the Department of Administrative Services of its intent to arbitrate.

2. Within thirty (30) days of filing at Step 4, the Union and the Labor Relations Division will select an arbitrator by alternately striking names with the moving party striking

first, from the Employment Relations Board list, one (1) name at a time until only one (1) name remains on the list. The name remaining on the list shall be accepted by the parties as the arbitrator, and arbitration hearings shall commence at such time and place mutually agreed to by the parties.

### Section 3.

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

### Section 4.

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

### Section 5.

Grievances shall be reduced to writing and submitted on the form identified as AFSCME State of Grievance Form.

### Section 6.

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

## **ARTICLE 52 - GENERAL PROVISIONS**

### Section 1. Transfers.

An involuntary transfer of an employee out of the functional unit occasioned by a reduction in force in that unit shall be done in inverse order of bargaining unit seniority in that classification.

In other instances, where, for the good of the service, the employee needs to be transferred, through no fault of the employee, to another institution, the employee shall be transferred to another AFSCME bargaining unit, if possible.

### Section 2. Withdrawal of Resignation.

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

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

### Section 3. Liability in Civil Suits.

The Employer agrees that any employee who has any civil action suit or proceeding brought against the employee for causes resulting from acting in their 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.

## **ARTICLE 53 - STRESS/CAREER COUNSELING**

### Section 1.

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

### Section 2.

Such leave shall be charged against any accumulated time the employee has earned; however, where an employee is receiving compensation through Workers' Compensation or other victim compensation relief, such charges will be on a pro rata basis not to exceed the employee's regular salary (except staff assaults as defined in Article 33, Section 8).

### Section 3.

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2002, at Salem, Oregon.

FOR THE STATE OF OREGON

\_\_\_\_\_  
Michael Greenfield, Director  
Department Administrative Services

\_\_\_\_\_  
Dan Kennedy, Administrator  
Human Resource Services Division

\_\_\_\_\_  
Dave Cook, Director  
Department of Corrections

\_\_\_\_\_  
Scott Campbell  
President, Local 3941

\_\_\_\_\_  
President, Local 3943

FOR THE AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES

\_\_\_\_\_  
Ken Allen  
Oregon AFSCME, Council 75

\_\_\_\_\_  
Ken Allen, Executive Director  
Oregon AFSCME, Council 75

\_\_\_\_\_  
Roger Bouch, Corrections Coordinator  
Oregon AFSCME Council 75

\_\_\_\_\_  
Jim Moore  
Local 3940

\_\_\_\_\_  
Ken Hackett  
President, Local 3361

\_\_\_\_\_  
Beverly Barasch  
President, Local 2623

\_\_\_\_\_  
Essex Houston  
President, Local 3942

\_\_\_\_\_  
Tim Woolery

\_\_\_\_\_  
Fred Kaup  
President, Local 1878

\_\_\_\_\_  
Steve Boston  
President, Local 974

**LETTER OF UNDERSTANDING**

BIDDING - EOCI

After employees successfully bid their posts per Article 25 (EOCI), or failing to successfully bid, are assigned to a post, Management can change an employee's shift only for valid cause. Such change in shift may also include change in days off. If this change is believed by the employee to not be for valid cause, the employee may appeal to a labor management committee established for the purpose of ruling on such appeals. Should the committee determine that the change was not made for valid cause, the employee will receive the RFM differential for the entire period of the change of assignment. The decision of this committee will be final and binding on both parties.

The employer retains the right and the discretion to change an employee's job assignment within the employee's bid shift/days off. Such change is not subject to appeal to the labor management committee or under the grievance procedure. The employer will make such changes only for good reason.

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

/s/ \_\_\_\_\_  
Jean Hill  
Superintendent  
Eastern Oregon Correctional Institution

/s/ \_\_\_\_\_  
Greg Schneider  
Council Representative  
AFSCME Council 75

/s/ \_\_\_\_\_  
Mark E. Hunt            Ken Hackett  
Sr. Labor Relations Manager  
Labor Relations Unit Local 3361

/s/ \_\_\_\_\_  
President

/s/ \_\_\_\_\_  
Jean Hill  
Superintendent  
Eastern Oregon Correctional Institution

**LETTER OF AGREEMENT**

This Agreement is between the State of Oregon acting through its Department of Administrative Services, hereinafter called the "Employer," on behalf of the Department of Corrections, hereinafter called the "Agency," and the American Federation of State, County and Municipal Employees, hereinafter called the "Union," and is binding upon the Employer, Agency and Union and all designated representatives.

The parties agree to the following:

- I. The Security Manager or designee may change an employee's shift and days off for valid cause only. When practical, the employee shall receive a seven (7) day notice of the change.

If the employee believes the change of bid shift and days off was not for valid cause, the employee may appeal the decision to the Labor/Management Resolution Committee.

Should the Committee determine that a change of shift and days off was not for valid cause, the employee shall receive the RFM differential for the entire period of the assignment.

- II. Employees may not be removed from bid fixed posts, within their shift, except for valid cause. If an employee is so removed, the employee may request review following the chain of command (i.e., shift lieutenant, captain, security manager, and assistant superintendent). If the matter is not resolved, the employee may refer the matter to the Labor/Management Resolution Committee.

Should the Committee determine that this change of assignment is not for valid cause, the superintendent shall take appropriate action as necessary.

- III. The Labor/Management Resolution Committee shall consist of five (5) members: two (2) Management members will be selected by the AFSCME Council 75 representative; two (2) Labor members will be selected by the DAS Labor Relations Manager. The Superintendent will be a permanent member of the Committee.

The decisions of this Committee are final and binding on both parties and cannot be pursued through the grievance procedure.

DATED this 31<sup>st</sup> day of March, 1995.

<u>/s/</u> Mark E. Hunt Sr. Labor Relations Manager Labor Relations Unit	<u>/s/</u> Greg Schneider Council Representative AFSCME Council 75
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/s/ \_\_\_\_\_

Jean Hill  
Superintendent  
Eastern Oregon Correctional Institution

/s/ \_\_\_\_\_

Ken Hackett  
President  
Local 3361

**LETTER OF AGREEMENT**

**ARTICLE 33 – SICK LEAVE WITH PAY**

This Agreement is between the State of Oregon acting through its Department of Administrative Services (Employer), on behalf of the Department of Corrections (Agency), and American Federation of State, County and Municipal Employees, Security Employees (Union), and is binding upon the Employer, Agency and Union and all designated representatives.

I. The parties agree that the following language replaces the language found in Article 33, Section 9 (a) and (g) of the parties' 2001-03 Collective Bargaining Agreement.

Section 9. Hardship Leave.

- a. The donor must be a regular employee of the Agency.
- g. Employees otherwise eligible for receiving workers compensation or on parental leaves will not be considered eligible to receive donations under this Agreement.

II. This Agreement will sunset upon expiration of the 2001-03 Collective Bargaining Agreement. A subsequent or new agreement may be bargained at a mutually agreed time and place.

DATED this 7th day of February, 2002.

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/s/  
Kevin B. Dull  
Sr. Labor Relations Manager  
Labor Relations Unit

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/s/  
Roger Bouch  
Council Representative  
AFSCME Council 75