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**2003 - 2005**

**AGREEMENT**

**Between**

**THE DEPARTMENT OF ADMINISTRATIVE SERVICES**

**THE STATE OF OREGON**

**ON BEHALF OF**

**THE DEPARTMENT OF CORRECTIONS**

**AND**

**LOCAL 2376 AND**

**BOARD OF PAROLE AND POST-PRISON SUPERVISION**

**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 Unit on behalf of the Department of Corrections, Board of Parole and Post-Prison Supervision (hereinafter the "Agencies"), 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. AFSCME Local 2376. Encompasses all other classified employees excluding supervisory and confidential employees as defined in ORS 243.650, employees at the Oregon State Penitentiary covered by the Association of Oregon Corrections Employees;
- b. Board of Parole and Post-Prison Supervision support staff. 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 Agencies 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 Services Division Personnel Policies and Agency Procedures relating to their implementation are without effect upon the Agencies 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 Agencies 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 Agencies 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, unless otherwise indicated in this Agreement, from July 1, 2003 through June 30, 2005.

### **Section 2.**

For the purposes of compensation, the number of Union bargaining team members will be one (1) representative from each current Local Chapter and the Statewide Local President, not to exceed eleven (11) and AFSCME Council 75 representatives. (An additional labor bargaining team member will be added for each institution that may come on line.) Union bargaining team members will be compensated up to eighty (80) hours per member on a loss time basis for time spent in negotiations. Team members whose schedules are other than five (5) eight (8)-hour day shifts will have their schedule adjusted to accommodate the bargaining schedule. Loss time and schedule adjustments do not result in overtime or other premium pay. Hours in excess of eighty (80) must be authorized by mutual agreement.

### **Section 3. Successor Negotiations.**

Negotiations for a successor agreement will commence between January 2, 2005, and February 15, 2005.

## **ARTICLE 3 - UNION SECURITY**

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

The Agencies agree 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 Agencies agree 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 Agencies during all working hours to conduct Union business (with appropriate observation of the security regulations of the Agencies). During periods of bona fide emergency, this provision may be temporarily suspended by the Agencies 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.

### Section 5. Union Business Leave.

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

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

For short- and long-term leave, AFSCME shall, within thirty (30) days of payment to the employee, reimburse the Agency for payment of appropriate salary, benefits, paid leave time, pension, and all other employer-related costs.

Union business leave does not constitute a break in service.

#### a. Short Term.

Upon written request from the Executive Director of AFSCME Council 75 to DAS Labor Relations Unit, members of AFSCME Local 2376 shall be given release time from his/her position for the performance of Union duties.

Not to exceed a maximum of four (4) employees at any one time, 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, or leave with pay to be reimbursed by AFSCME Local 2376 to the Agency for a reasonable period of time not to exceed seven (7) days, 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. Long Term.

Upon written request from the Executive Director of AFSCME Council 75 to DAS Labor Relations Unit, AFSCME Local 2376 President or designee shall be



given release time from his/her position for a period of time up to one (1) year for the performance of Union duties directly related and central to the collective bargaining relationship. Such requests will be granted unless the affected Functional Unit can demonstrate that the employee's absence would adversely impact the operating news of the employee's work unit.

If the Agency cannot grant such leave based on lack of funding, the Union may offer to reimburse the Agency for required costs (including: salary, benefits, paid leave time, pensions and all other employer-related costs) to allow the designated employee to take Union business leave. The Agency and the Union agree to meet and discuss and clarify if any overtime costs are to be paid by the Union prior to the requested leave. If no agreement is reached, the employee's request may be denied.

c. Contract Administration.

The Agencies agree to the attendance by the President or designee without loss of pay, at:

1. Joint Agency and Union grievance meetings 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.

d. Monthly President's Leave.

The AFSCME Local 2376 President shall be allowed up to thirty-two (32) non-cumulative hours leave per month as leave without pay or be allowed use of accumulated vacation leave or accrued compensatory time with reasonable notice, to conduct union business. These hours may be allocated to local Chapter designees by the President.

## Section 6. Communications.

a. The Agencies agree 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. The Union shall be allowed the use of the internal mail system for communicating with job Stewards only.

c. Upon written request, the Agency will make reasonable accommodations for the Union for use of agency facilities when available for meetings. Whenever possible, meetings will be held outside the secure perimeter.

d. Personal use as defined in DOC policy may include Union business. Two-way communication relative to bargaining unit business between officially designated Union officers, management, and member to member via the DOC computer system will be consistent with the DOC personal use policy.

## Section 7. Dues Deduction.

The Agencies agree 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 Agencies 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 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 Agencies 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 Agencies for the purpose of complying with the provisions of this section.

#### Section 9. Employee Statistics.

The Labor Relations Unit 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. Contractual type negotiations, attempts to resolve individual grievances, or similar matters must be handled in the manner provided within the Contract and will not be proper subject matter for such meeting.

**ARTICLE 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 Agencies agree 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, defense in accordance with ORS 30.285 shall be given legal defense by the State of Oregon. The Agencies further agree to provide written procedures which will outline the proper methods for requesting this legal defense.

**ARTICLE 7 - SEPARABILITY OF PROVISIONS**

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

**ARTICLE 8 - NO STRIKE OR LOCKOUT**

The Agencies agree that during the term of this Agreement, the Agencies shall not cause or permit any lockout of employees from work. In the event an employee is unable to perform the employees' assigned duties because equipment or facilities are not available due to a strike, work stoppage, or slowdown by any other employees, such inability to provide work shall not be deemed a lockout.

During the term of this Agreement, the Union shall neither cause nor counsel the members of bargaining units for which it has been certified, or for which recognition has been extended by the Agency, to strike, walk out, slowdown, or commit other acts of work stoppage.

Upon notification confirmed in writing by the Department or Agency to the Union that certain bargaining unit(s) employees covered by this Agreement are engaging in strike activity in violation of this Article, the Union shall, upon receipt of a mailing list, advise such striking employees in writing, with a copy to the Department and Agency, to return to work immediately. Such notification by the Union shall not constitute an admission that it has caused or counseled such strike activity. The notification to employees covered by this Agreement by the Union shall be made at the request of the Department or Agency.

## **ARTICLE 9 - EQUAL OPPORTUNITY**

### Section 1.

The Agencies 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 Agencies 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 Unit if not resolved by the Agency. The Labor Relations Unit 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, 2003 and through December 31, 2005, 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

Section 2. 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. These subsidies are based on PEBB estimated composite rate of six hundred forty-seven dollars and fifty-nine cents (\$647.59) statewide.

### Section 3. Plan Year 2004.

For plan year January 1, 2004 through December 31, 2004, the dollar difference between the Employer monthly contribution for each of the above tiers and the premium cost of the plan selected by the employee will be paid by the Employer as a subsidy so 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 not to exceed forty-one dollars and forty-seven cents (\$41.47) per employee per month above the six hundred sixty-five dollars (\$665.00) budgeted statewide rate.

### Section 4. Plan Year 2005.

For plan year January 1, 2005 through December 31, 2005, the Employer will increase the subsidy an additional PEBB estimated composite rate not to exceed sixty-four dollars and two cents (\$64.02) per employee per month.

The parties may jointly petition the Public Employees Benefit Board to use reserve funding to cover premium increases in premium costs above the PEBB projected premium increase for Plan Year 2005.

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

## **ARTICLE 13 - SALARY AND WAGES**

### Section 1.

Through December 31, 2003, the Employer will continue to "pick up" a six percent (6%) employee contribution to the Public Employees Retirement Fund for the employee members participating in the Public Employees Retirement System.

The full amount of required employee contributions "picked up" or paid by the Employer on behalf of employees pursuant to the Agreement shall be considered as "salary" within the meaning of ORS 238.005(11) for the purposes of computing an employee member's "final average salary" within the meaning of ORS 238.005(15) but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 238.200. Such Employer "pick up" or paid employee contribution shall be credited to the employee's account pursuant to ORS 238.200(2) and shall be considered to be the employee's contribution for the purposes of ORS 238.005 to 238.750.

Effective January 1, 2004, in lieu of picking up a six percent (6%) employee contribution to the Public Employees Retirement Fund, the Employer will contribute six percent (6%) of the employee's monthly wage into the employee's transition account established under HB 2003. The full amount of the contributions paid by the Employer on behalf of employees pursuant to the Agreement shall be considered as "salary" within the meaning of ORS 238.005(20) for the purposes of computing an employee member's "final average salary" within the meaning of ORS

238.005(8) but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 238.200.

Through December 31, 2003, if, by reason of a change in law, valid ballot measure, constitutional amendment, or a final, non-appealable judgment from a court of competent jurisdiction, the Employer must discontinue the six percent (6%) "pickup" of the employee's contributions to the PERS Fund, the Employer shall increase by six percent (6%) the base salary rates for each classification in the salary schedules. This transition shall be done in a manner to assure continuous payment of either the six percent (6%) pickup or a six percent (6%) salary increase.

Effective January 1, 2004, if the employee transition account is discontinued and a replacement account is not available due to overturn of HB 2003, or other change in law, valid ballot measure, constitutional amendment, or a final, non-appealable judgment from a court of competent jurisdiction, the Employer shall negotiate at the Union's request concerning the impact of the change. Such request must be received within fourteen (14) calendar days of such decision or action. If the Union chooses to not negotiate, the Employer shall increase by six percent (6%) the base salary rates for each classification in the salary schedules in lieu of the six percent (6%) pickup. This transition shall be done in a manner to assure continuous payment of either the six percent (6%) contribution or a six percent (6%) salary increase.

Through December 31, 2003, for the reasons indicated above, or by mutual agreement, should the State cease paying the six percent (6%) pickup and provide a salary increase for eligible bargaining unit employees during the term of the Agreement, bargaining unit employees' six percent (6%) contributions to their PERS accounts shall be treated as "pre-tax" contributions pursuant to Internal Revenue Code, Section 414 (h)(2).

Effective January 1, 2004, for the reasons indicated above, or by mutual agreement, should the State cease paying the six percent (6%) contribution and provide a salary increase for eligible bargaining unit employees during the term of the Agreement, bargaining unit employees' six percent (6%) contributions to their transition account or its equivalent shall be treated as "pre-tax" contributions pursuant to Internal Revenue Code, Section 414 (h)(2).

## Section 2. New/Revised Classes.

a. Effective October 1, 2003, the following new and revised classifications will be established for the following classes at the salary range listed below:

	Salary Range
Procurement and Contract Assistant	19
Procurement and Contract Specialist 1	23
Procurement and Contract Specialist 2	27
Procurement and Contact Specialist 3	29
Project Manager 1	26
Project Manager 2	29

b. Delete the following classifications from the compensation plan:

Purchaser 1  
Purchaser 2  
Purchaser 3

Project Coordinator  
Grants/Contracts Coordinator

c. Implementation Procedure for New/Revised Classifications. Effective October 1, 2003, all employees will retain their current salary rate in the new classification except employees whose current rate is below the first step of the new range shall be moved to the first step in the new range and the new salary eligibility date will be assigned. However, there shall be no further advancement in the range pursuant to the Article 14 Letter of Agreement. Employees who are reallocated to a lower salary range classification and those employees whose current salary exceeds that of the new salary range shall be red circled until the new classification catches up with the employee's existing salary.

## **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 annually 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.

#### Section 7. Employees in Positions For Less Than One (1) FTE (i.e., a Percentage Employee).

- a. Employees in positions of less than one (1) FTE position shall be paid the appropriate percentage of their base salary.

b. All extra hours worked beyond the percentage schedule shall be paid at the hourly rate.

c. Employees who work less than the percentage schedule shall have time deducted at the hourly rate. Employees may request that the Agency substitute appropriate paid leave (vacation, comp time) for hours not worked during the month.

d. Such employees shall receive a proration of sick and vacation leave based on the position's percentage FTE (e.g., if a .64 FTE position works .90 FTE the employee receives a proration to .90 FTE for the month, and if a .64 FTE position works .60 FTE the employee received a proration only to .60 FTE).

e. Such employees shall receive a proration of employer health insurance contribution, provided that the percentage employee is hired in a position that is greater than .50 FTE and works more than eighty (80) hours per month.

#### Section 8. Time Change to and From Daylight to Standard Time.

a. Daylight to Standard Time Change.

1. An employee who is eligible for overtime compensation and whose scheduled shift includes one (1) additional hour due to change from Daylight to Standard Time shall be compensated one (1) hour at the overtime rate for that additional hour (first shift only).

2. An employee who is not eligible for overtime compensation and whose scheduled shift includes one (1) additional straight time hour due to a change from Daylight to Standard Time shall be paid at their regular rate of pay for that shift.

b. Standard to Daylight Time Change.

1. An employee whose scheduled shift change of time works one (1) hour less to complete the shift, is allowed, upon request, to use vacation leave, compensatory time to permit full pay for the scheduled shift; if not, then employee's missed time will be recorded as LWOP.

### **ARTICLE 15 - OVERTIME**

#### Section 1.

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

#### Section 2.

Overtime for employees working a regular workweek is time worked in excess of eight (8) hours per day or forty (40) hours per week within the employee's basic workweek. Overtime for employees working an irregular work schedule (four/ten (4/10)) is time worked in excess of the scheduled hours per day or forty (40) hours per week within the employee's basic workweek.

Time worked beyond regular schedule by employees scheduled for less than eight (8) hours per day or forty (40) hours per week is additional straight time worked rather than overtime until work exceeds eight (8) hours per day or forty (40) hours per week within the employee's basic 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 (1-1/2) for all hours worked in excess of forty (40) hours within the employee's prior workweek. 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 workweek is defined as the seven (7)-day period beginning with the employee's first scheduled workday.

Shift change penalty for working more than eight (8) hours in a twenty-four (24)-hour period does not apply for regular posted shifts which have different starting times such as Library and Food Service shifts.

#### 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 Agencies 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. AFSCME Local 2376 Exempt Employees.

Exempt employees who work over forty (40) hours in a workweek shall receive hour-for-hour compensation in the form of time off for hours exceeding forty (40) in the workweek.

#### Section 7.

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 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.

## **ARTICLE 16 - DIFFERENTIALS**

### **Section 1. Shift Differentials, including RN/LPN.**

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 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 (except RN's and LPN's) 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.

Effective upon ratification, the differential for RN's and LPN's (Health Services Technician) shall be one dollar and thirty-five cents (\$1.35) per hour for all hours of any shift starting between the hours of 12:00 noon and 3:00 a.m. The differential for RN's and LPN's (Health Services Technician) working four (4) or more hours of their regular scheduled shift between 12:00 midnight and 6:00 a.m. shall be one dollar and seventy-five cents (\$1.75) per hour. A major portion of an hour is a period of thirty (30) minutes or greater.

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

Effective upon ratification, 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. CDL renewals will be paid by the employee.

### **Section 3. Bilingual Differential.**

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

### **Section 4. Housing Allowance for Chaplains**

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

### **Section 5. Dog Handlers.**

Employees assigned as Dog Handlers will receive three (3) hours paid time per week for canine care within the employee's regularly scheduled forty (40) hour workweek.

#### Section 6. Tert Team.

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

#### Section 7. Security Differential.

The parties shall use the following procedure to process security differential points:

a. Security differential points will be awarded to eligible employees. Eligible employees are those employees assigned to Department of Corrections AFSCME-represented non-security classifications who perform various levels of security and/or custody duties as determined and recommended by the Security Review Committee in a memorandum to all AFSCME strikeable unit employees dated May 22, 2000.

b. Annually, as part of the performance review, supervisors and eligible employees shall review the position description and differential assessment form. The review will ensure that the duties of the position continue to be eligible for the differential and the appropriate number of points have been awarded. The position description and assessment form will be signed and forwarded to the assigned department human resource consultant who will verify the duties and points. The HRC will send the documents to Personnel Records. A copy of the differential form will be placed in the employee's file.

c. Prior to recruitment, supervisors shall review and update as necessary position descriptions and assessment forms for vacant positions. The documents will be forwarded to the assigned department human resource consultant and the recruitment section.

d. Security differential points shall be reviewed at the employee's request. The employee shall request the employee's current position description and assessment form and then review it with the employee's immediate supervisor. The employee shall receive an official position description and assessment form signed by the supervisor noting agreement or disagreement within fourteen (14) calendar days of submission to the supervisor, or the employee can proceed to the next step without the position description or assessment form. The employee will submit the official, signed position description and assessment form or an unsigned version if the supervisor did not sign it, and a written explanation for the basis of the points change request to the Human Resources Office within thirty (30) days of having given the position description and assessment form to the employee's supervisor. A copy will be mailed to the Union.

e. Any disagreement regarding the number of security differential points awarded to an employee will be resolved by a review of the Local President or designee and the Assistant Director of Human Resources or designee using the criteria set forth by the original security differential committee.

f. Security differential points shall be increased from ten dollars and seventy cents (\$10.70) per point to twelve dollars and seventy cents (\$12.70) per point on January 1, 2005, in conjunction with 2003-2005 "workload" LOA.

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

### **Section 1.**

Except as modified in Section 2 and Section 3 of this Article, 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 Agencies from calling employees for information not requiring call-back. The employee would not be required to remain home or available unless on standby.

### **Section 3. Telecommuting.**

If an employee is called to work and such work is conducted from the employee's home or alternate work site, the employee shall be paid only for the time actually engaged in the employer's business. If such work results in an overtime situation as described by the employee's telecommuting agreement, the overtime shall be paid at the applicable overtime rate.

## **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. Work scheduled in this context does not include work hours assigned or volunteered for outside their regular schedule.

## **ARTICLE 19 – STANDBY DUTY/ON-CALL DUTY**

On-call and standby duty will be assigned on an equitable basis among employees who are qualified to do the work. If the work assigned includes the duties of acting supervisor, management will determine who is qualified. When on-call or standby duty is assigned, on-call or standby pay will be in effect. When an on-call or standby duty is assigned the affected employee will be notified of the effective pay status. Assignment will be made in writing unless time and circumstance prevent prior written notice.

### **Section 1. Standby Duty.**

a. An employee shall be on standby duty when required to be available for work outside his/her normal working hours, and subject to restrictions consistent with the FLSA which would prevent the employee from using the time while on standby duty effectively for the employee's own purposes.

b. Compensation for standby duty shall be at an FLSA-eligible employee's straight time rate of pay or for FLSA-exempt employees hour-for-hour compensatory time off. Overtime hours shall be at the appropriate overtime pay rate pursuant to Article 15.

### Section 2. On-Call Duty.

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

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

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

d. On-call duty time shall not be counted as time worked in the computation of overtime hours worked but on-call pay shall be included in the calculation of the overtime rate of pay.

### Section 3.

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

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

### Section 1.

When an employee is assigned 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. Assignment to training to developmental opportunities shall be voluntary.

### 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.

Section 5.

Job Rotation is the performance, by mutual agreement, by an employee, of a different work assignment, on a non-permanent basis, for an agreed-to period of time. A job rotation may trigger work out of class pay if the assignment is to a classification which is in a higher salary range.

**ARTICLE 21 - LEADWORK DIFFERENTIAL**

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.



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

- a. The employee shall notify their supervisor and appropriate 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 leadwork duties were assigned, the leadwork differential will be effective the date the employee notified the supervisor.
- d. If the Agency determines that the duties are not leadworker or wishes to remove the duties, the employee will be notified as noted in "b" of this Article.

## **ARTICLE 22 - TRAVEL/MOVING ALLOWANCES**

### **Section 1.**

Travel and Moving Allowances will be reimbursed in accordance with the Department of Administrative Services Accounting Division Policy.

### **Section 2.**

If the per diem rates change, as reflected in the Department of Administrative Services Accounting Division Policy, the rates for the article will likewise be adjusted.

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

An employee who is given a written notice of transfer that is later rescinded shall be compensated by the Agency for all expenses incurred which are under this Article. The employee shall furnish the Agency with normally required receipts of expenses claimed when requesting such compensation. (From Article 52, Section 3)

## **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 25 - WORKING CONDITIONS** **(Board of Parole and Post Prison Supervision)**

## Section 1. Workweek.

a. Workweek Defined. The workweek shall begin at 00:00 a.m. Sunday and end at 12:00 Midnight the following Saturday. All permanent full-time employees in the unit shall be scheduled for five (5) shifts of eight (8) hours with two (2) consecutive days off within each workweek, or four (4) shifts of ten (10) hours with three (3) consecutive days off within each workweek. Saturday and Sunday will be considered as consecutive days off within the workweek.

b. Workweek Adjustments. If a variance from this paragraph is required in order to accomplish the mission of the Agency, 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.

c. Schedule Changes. Employees subject to changes in shift and days off shall be given seven (7) days notice prior to implementing a schedule change.

## Section 2. Working Hours.

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

b. Rest Breaks. Rest periods will consist of two (2), fifteen (15)-minute breaks away from the work area. Rest periods preferably will occur between the second and third hours and the fifth and sixth hours of the employee's shift.

The parties recognize that all staff, however, cannot be guaranteed rest breaks on a regular and recurring basis. Management agrees to make every reasonable effort to allow rest breaks. This paragraph is not intended to change existing practices for non-institution employees.

## Section 3. Meal Periods.

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

A reasonable meal period shall be allowed at the conclusion of a regular shift when an employee is required to work overtime double shifts. The Agency shall furnish the meal, and the time shall count as time worked.

Employees who are not relieved from their work assignment, and are required to remain in their work area while eating, shall have such time counted as time worked.

In no instance shall an employee be required to use a meal period in excess of one (1) hour.

## Section 4. Clean Up Time.

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

## Section 5. Institution Working Conditions.

Where employees work varying shifts and days, the Agency will meet to discuss the working conditions with representative(s) for the Union.

#### Section 6.

Employees assigned as staff relief will receive a five percent (5%) increase to their base pay in lieu of other penalty pay.

#### 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 will submit requests seven (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 deadlines 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.

Functional Unit Manager may reduce the minimum notification deadline or extend the completion period at their discretion and with the agreement of the affected employee.

### **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.

Non-security employees who suffer damage to personal clothing and all employees who suffer damage to personal property in the performance of their official duties will be reimbursed 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 closing or curtailing of State offices and institutions within the employees regularly scheduled workday 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). Oregon Occupational Safety and Health Division (OR-OSHA) and the Department's Safety and Health policy shall be made available to all Safety committees. The minutes of Safety committee meetings shall be posted in the work site.

### **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, the employee shall immediately give a specific issue to the supervisor. The supervisor may correct the situation immediately or the employee and/or the supervisor shall refer the issue to the local Safety manager and Safety committee for resolution.

If the job poses an imminent threat to the employee, the employee may refuse to do the job. The employee shall immediately give specific reasons 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 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.

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 5.

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

### **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 (1-1/2). The additional compensation which an employee shall be paid for working on a holiday shall not exceed the rate of time and one-half (1-1/2) of the employee's straight time pay. Any compensatory time earned may be converted to cash payment by the Agency. Holiday benefits shall be prorated for part-time employees.

### Section 4.

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

### Section 5.

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

## **ARTICLE 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.

Effective July 1, 1987, 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 three hundred (300) hours. A maximum of two hundred fifty (250) hours may be cashed out upon termination of employment.

#### Section 10.

Vacation leave accrual is based on the number of hours worked in the current month and is available for use on the first of the following month. Upon reasonable notice to and approval of the Agency, employees shall be permitted to use any portion of, or all of the employees' accrued vacation credits in any segment, except:

- a. That employees shall have their vacation time paid in full when the employees are laid off, terminated, or take educational leave without pay in excess of thirty (30) days;
- b. As provided for set-off of damages or misappropriation of State property or equipment on termination;
- c. To avoid losing vacation, the Agency may schedule the employee who has accrued three hundred (300) hours to take vacation or make a cash payment in lieu of scheduling;
- 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 11.

Employees that transfer from one AFSCME bargaining unit to another AFSCME bargaining unit shall be allowed to transfer up to eighty (80) hours of accrued vacation credit. The balance of vacation credits shall be paid for at the time of transfer.

#### Section 12.

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

#### Section 13. Reimbursement for Cancelled Vacation.

Vacation that has been scheduled and approved may not be cancelled by the Agency/Department/Division 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, the employee's spouse, or domestic partner. The Agency has the duty to require that the employee make other arrangements, within a reasonable period of time, for the attendance upon children or other persons in the employee's care. Certification of an attending physician or practitioner may be required by the Agency to support the employee's claim for sick leave, if the employee is absent in excess of seven (7) days, or if the Agency has evidence that the employee is abusing sick leave privileges. The Agency may also require such certificate

from an employee to determine whether the employee should be allowed to return to work where the Agency has reason to believe that the employee's return to work would be a health hazard to either the employee or to others. Any cost associated with the supplying of a certificate concerning a job-incurred injury or illness that is not covered by Workers' Compensation benefits shall be borne by the Agency.

#### Section 7.

If an employee's sick leave accrual should become exhausted, the employee may, at the employee's option, with management's approval, utilize any vacation, holiday, personal leave, 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 three hundred (300) hours.
- b. Have the option of sick leave 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 donor must be a 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 Human Resources Section accompanied by the treating physician's written statement certifying the illness or injury will continue for at least fifteen (15) days following donee's projected exhaustion of their accumulated leave and the total leave is at least thirty (30) days. 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 unless health insurance contributions are mandated under the Family Medical Leave Act (FMLA). In FMLA situations, the Agency will continue to pay for employee's health insurance contribution until the employee's qualifying FMLA period ends. Donees will be allowed to keep forty (40) hours of donated leave for future use after they return to work. All other unused donated leave will be returned to donors per Agency policy.

g. Employees otherwise eligible for or receiving workers compensation or on parental 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 toward completion of his/her trial service period, nor toward salary eligibility dates for a step pay increase. When the recipient is released to return to duty, the end of trial service date and salary eligibility date will be adjusted by the period of the donated hardship leave taken.

## **ARTICLE 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.

The Employer may require medical certification from the attending physician every six (6) weeks. Employees requesting leave without pay shall be offered alternate work in a reasonable and consistent manner if it is available and appropriate. Such work shall be assigned consistent with Workers' Compensation rules.

### **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) and the Oregon Family Leave Act (OFLA) (ORS 659A.150-186).

### **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 or within five (5) years of the employee's eligible 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 fourteen (14) 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 Agencies desire to give all the bargaining unit employees an opportunity to fill bargaining units' vacancies. To that end, the Agencies 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 Agencies, the employee is qualified. The Agencies will determine the method of selection and determine the individuals to fill a vacancy. The employer will consider transfer requests prior to filling vacancies.

#### 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 Agencies intend to fill by posting a list of such vacancies on designated bulletin boards as agreed to by the Agencies 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.

#### Section 4.

Employees wishing to transfer to a position which the employer intends to fill shall submit a request in writing. For purposes of this section, Board of Parole and DOC shall allow transfers between bargaining units.

### **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 in instances where a trial service employee has been on cumulative leave without pay for fifteen (15) days or 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 and Section 6 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. Local 2376 and Board of Parole and Post Prison Supervision. Except as specified in Section 5, the trial service shall not exceed six (6) full calendar months for initial appointment to the Board of Parole and Post Prison Supervision, or initial appointment to a non-security position with the Department of Corrections. At management's option and after evaluation, initial trial service may be extended in three (3) month blocks, to a total of twelve (12) months trial service, with notice to the affected employee and the union. Where trial service is extended, the affected employee will receive continued feedback.

b. Promotional Trial Service. Trial service shall not exceed six (6) full calendar months for promotion.

#### 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.

#### Section 5.

Trial service shall not be extended nor shall an employee be removed from trial service unless the employee has been given written notice and opportunity to correct behavior. Egregious misconduct by a trial service employee may result in immediate removal. This is simple notice not a “just cause” standard for removal, nor does it affect the employer's rights under Section 3.

#### Section 6.

Employees hired into the Offender Information and Sentence Computation Unit as Prison Term Analysts (PTA) shall serve a trial service period of up to nine (9) months or until completion of the job coaching manual and testing, whichever comes first. This nine (9)-month trial service may be subject to an extension as provided in Section 2 of this Article.

## **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.

### **Section 4. Licensing Requirements.**

a. If the nature of the work performed by employees within a classification changes, the Agency will make a good faith effort to ensure that current employees will be given suitable training and opportunities to acquire skills and licenses to meet the Agency's changing needs. In circumstances where additional licenses are required, the Agency will make a good faith effort to ensure that current employees will not be harmed.

b. Renewal of required trades licenses for maintenance classification only.

The Agency agrees to pay for the maintenance of the license for employees whose class specification or position requires a trade license as a condition of employment.

## **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**

When the Agency declares that a lack of funds will necessitate a layoff, the parties will meet, if requested by either the Agency or the Union, to consider such alternatives to layoffs such as: voluntary reductions in hours; voluntary unpaid leaves of absence; other voluntary programs and/or temporary interruptions of employment. Such alternatives shall be subject to mutual agreement by the Union and the Agency. In the absence of such mutual agreement, the Agency may implement layoff procedures consistent with this Agreement. The parties agree that

any and all discussions that take place under this Section shall not be subject to Article 1, Section 4, Complete Agreement, of this Agreement or constitute interim negotiations under PECBA. In addition, the parties will not be required to use the dispute resolution processes contained in PECBA nor under Article 51, Grievance Procedure.

### Section 1. Definition.

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. Layoff Categories.

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. Leave without pay is not considered a break in 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. If an employee is laid off because their position is eliminated due to contracting out the

employee shall continue to accrue service credits, up to a maximum of twenty-four (24) months, subject to recall or reemployment within bargaining unit.

Seniority shall be forfeited if an employee terminates employment from the Agency of more than one hundred eighty (180) calendar days, other than layoff, or fails to respond within five (5) consecutive workdays 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. An employee who has a break in service (separation) from the Agency of less than one hundred and eighty (180) days and returns to the Agency shall retain the previously accrued seniority, minus the time the employee was not an employee of the Agency.

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

A Department of Corrections/Board of Parole employee may elect to be placed into any vacancy in the employee's same or lower classification which the agency intends to fill (the Department regularly holds positions vacant with no intent to fill, a monthly list of these positions will be made available to the Union upon its request) where the employee meets the qualifications for the position and can perform the specific 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. Moving Expenses.

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. Cross Bumping Between Unions.

If the Agency is willing to allow cross bumping between unions, a 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:

- a. Board of Parole and Post Prison Supervision. Geographic area shall be the location where the Parole Board operates its office.
- b. Department of Corrections. The two (2) geographic areas are defined as the area west of Cascade Mountain Range and the area east of the Cascade Mountain Range.
- c. Functional Unit. Functional unit is defined by which appointing authority has or designates the responsibility to evaluate the employee's performance by geographic area to which the employee is assigned.

#### Section 12. Secondary Recall Rights.

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

b. Definitions.

1. Geographic areas, for the purpose of secondary recall, are each location for which an employee may indicate his/her willingness to relocate on the state's PD100.

2. Agency Layoff Lists are intra-agency layoff lists, as defined in each AFSCME Central Table Agency and/or Department of Corrections and Board of Parole bargaining unit Contract .

3. Secondary Recall List is an inter-agency layoff list, which consists of regular status employees who have been separated by layoff from Union-represented positions in AFSCME Central Table Agencies and/or Department of Corrections and Board of Parole and who have elected to be placed on such list, consistent with the definitions of geographic areas defined above.

c. Coordination with Filling of Vacancy and Layoff Articles. The recall options provided herein shall be consistent with the priority of recall to positions from layoff within an Agency, as specified within each Agency's contract, except that recall from Agency Layoff Lists shall take precedence over recall from the Secondary Recall List.

d. Procedures.

1. Placement on the Secondary Recall List.

(A) Regular status employees who are separated from the service of the State in good standing (meaning no record of economic disciplinary sanctions in his/her personnel file) by layoff or transferred outside state government due to intergovernmental transfer shall, in addition to their right to be placed on the Agency Layoff List, be given the option of electing placement on the Secondary Recall List by geographic area for other AFSCME-represented bargaining units which utilize the same or successor classification from which they were laid off. The term of eligibility of candidates placed on the list shall be two (2) years from the date of layoff. When an employee is prohibited from participating in the secondary recall process due to the presence of an economic disciplinary sanction in his/her personnel file, that employee may request and shall be placed on the secondary recall list for the remainder of the two years eligibility following layoff once the discipline has remained in the file for the length of time required by the agency's contract.

(B) Employees who elect to be placed on the Secondary Recall List shall specify in writing the AFSCME Central Table and/or Department of Corrections and Board of Parole bargaining units and geographic areas to which they are willing to be recalled.

2. Use of the Secondary Recall List.

(A) After the exhaustion of the Agency Layoff List for a specific classification within a geographic area, the Secondary Recall List shall be used to fill all positions within a specific classification and geographic area consistent with Section (c) above, until such secondary list is exhausted.

(B) To be eligible for appointment from the Secondary Recall List, a laid off employee on such list must meet the minimum qualifications for the classification and any special qualifications for the position.

(C) Agencies shall utilize the Secondary Recall List to fill positions by calling for certifications from the list of the five (5) most senior employees who meet the minimum qualifications for the classification and any special qualifications for the position to be filled by selecting one of the five (5) so certified. Seniority for this purpose shall be computed as described per the layoff article of each Agency's contract.

(D) Where fewer than five (5) eligible employees remain on the Secondary Recall List, the Agency shall select one (1) of these employees who meets the minimum qualifications for the class and any special qualifications for the position.

3. Appointments/Refusals of Appointments from the Secondary Recall List.

(A) A laid off employee on the Secondary Recall List who is offered an appointment from the list and refuses to accept the appointment shall have his/her name removed from the Secondary Recall List; however, an agency will not remove an employee's name from the Secondary Recall List where that individual had been a day shift employee and subsequently refuses the offer of a position with swing shift or night shift hours.

(B) Employees appointed to positions from the Secondary Recall List shall have their names removed from their Agency Layoff List(s) and the Secondary Recall List.

(C) Employees appointed to positions from the Secondary Recall List shall serve a trial service period not to exceed three (3) full months, except that employees hired into the Offender Information and Sentence Unit as Prison Term Analysts (PTA) shall serve a trial service period consistent with the Department of Corrections agreement. Administration of the trial service period shall be consistent with the hiring Agency's contract. However, employees who fail to successfully complete this trial service period shall have their names restored to the Agency Layoff List(s) on which they previously had standing. Restoration to the Agency Layoff List(s) shall be for the remaining period of eligibility that existed at the time of appointment from the Secondary Recall List. An employee may also petition the DAS-Labor Relations Unit to also be restored to the Secondary Recall List for the remainder of the initial twenty-four (24)-month recall period where the trial service removal was not related to potential misconduct warranting an economic or dismissal sanction. In no instance shall the DAS-Labor Relations Unit's decision be grievable.

(D) Employees appointed to positions from the Secondary Recall List shall not be entitled to moving expenses.

Section 13. 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 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 Services 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 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 file maintained by the agency regarding an employee may be inspected by the employee, or any other employee with the written permission of the affected employee. No material of an adverse nature may be used against an employee unless the employee has viewed and signed the material.

### **Section 3.**

If any material reflecting critically or adversely on an employee is proven to be 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 directly to the Labor Relations Unit. The appeal must state the reasons for the appeal and be submitted to the Labor Relations Unit, in writing, within ten (10) calendar days from the effective date of the dismissal.

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

### Section 3.

In the event of reduction in pay, dismissal, suspension, or demotion, a written statement shall be given to the employee at the time action is taken. In the event it is necessary to immediately remove the employee from the premises, the written statement shall be provided within forty-eight (48) hours of the removal. The written statement shall include the complaint against the employee and the facts upon which the Agency relies in support of the complaint. The officer of the local Union and Council Representative will also receive copies of issued written reprimands.

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

### 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 of 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.**

a. Disputes arising from reduction in pay, dismissal, suspension or demotion other than initial trial service employees are subject to the grievance and arbitration procedure pursuant to the expedited procedures described in Article 50, Discipline and Discharge.

b. Appeal of a written reprimand and any other form of discipline other than dismissal, reduction, suspension and demotion appeals. 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 appeal.

Step 3. If the grievance is not resolved by the Agency, the Union shall notify the Labor Relations Unit 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 occurs. 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 Unit within fifteen (15) days of the Step 3 meeting 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 Unit 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 bargaining 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.

## **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.

### **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.

## **ARTICLE 54 - TELECOMMUTING**

Telecommuting within the bargaining unit will be consistent with Department and Agency policy. Telecommuting will be by mutual agreement. Telecommuting may require a flexible schedule as defined in Article 25. There shall be a written agreement between the parties outlining the parameters of the telecommuting assignment. Either party may terminate the telecommuting agreement with seven (7) days notice. Neither party shall waive their contractual rights or obligations under the collective bargaining agreement as the result of the telecommuting agreement.

**LETTER OF AGREEMENT**  
**Article 14: Salary Administration**

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.

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

Employees who have steps remaining in their classification for purposes of step advancements shall not receive these step increases from October 2003 through September 30, 2005.

This Agreement does not affect the initial increase upon promotion and reclassification upward but does affect any subsequent step advancement in the classifications.

The SED step advancement freeze is effective no less than twenty-four (24) months following the signing of the collective bargaining agreement.

Dated this 30<sup>th</sup> day of September, 2003.

**LETTER OF AGREEMENT**  
**Article 16: Differentials**

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, Local 2376 (Union), and is binding upon the Employer, Agency and Union and all designated representatives.

The Agency agrees to renew the Information Systems Team Leader differential of ten percent (10%) of base pay through June 30, 2005.

This Agreement expires at the end of the 2003-05 Collective Bargaining Agreement.

**LETTER OF AGREEMENT**  
**Article 15 – Overtime and Article 25 – Working Conditions**  
**DOC Health Services – RN's and Health Services Technicians**

1. This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Department of Corrections, DOC Health Services (Agency) and the American Federation of State, County, and Municipal Employees (Union).

2. To insure proper staffing levels and adequate health services within Institutions, the parties have agreed to an alternate work schedule for both full-time and non-full-time (part-time-percentage) RN's and Health Services Technicians to include twelve (12)-hour shifts.

Overtime, for the purposes of this Agreement, shall be paid as follows:

a. Full-time and part-time (percentage) employees' hours worked in excess of twelve (12) hours per day will be overtime.

b. Full-time and non-full-time (part-time-percentage) employees' hours worked in excess of forty (40) hours per week will be overtime.

The workweek is Sunday through Saturday, per Article 25, Section 1(a).

3. The new definitions for alternate workweek and overtime work applies only if the employee requests an alternate work schedule in writing and the Agency approves the alternate work schedule request.

4. Full-time RN's and Health Services Technicians who work an alternate work schedule will work three (3) twelve (12)-hour shifts and one (1) four (4)-hour shift for a total of forty (40) hours per workweek.

Non-full-time (part-time-percentage) RN's and Health Services Technicians may work a combination of shifts to include twelve (12) hour shifts. The parties agree that if a RN or Health Services Technician is absent from work on a scheduled twelve (12)-hour shift, twelve (12) hours of accrued leave will be required to cover that absence.

5. As written in Article 15, Section 3, shift change penalty pay does not apply to employees working an alternate workweek with regular posted shifts that may include working more than eight (8) hours in a twenty-four (24)-hour period.

6. Shift differential pay shall be one dollar and thirty-five cents (\$1.35) per hour for all hours of any shift starting between the hours of 12:00 noon and 3:00 a.m. Employees working four (4) or more hours of their regular scheduled shift between the hours of 12 midnight and 6:00 a.m. will receive one dollar and seventy-five cents (\$1.75) in shift differential pay for the entire shift.

7. When a holiday occurs on a day the employee would normally be scheduled to work but does not, the employee will be allowed to utilize other available paid leave for the balance of the holiday off (eight (8) hours HO and four (4) hours of VA = twelve (12) hours for the shift).

When a holiday occurs on a day the employee would normally be scheduled off, the employee will receive eight (8) hours of Corrections paid holiday (eight (8) hours of pay at the straight time rate).

Non-full-time employees (part-time percentage) will receive the prorated amount of holidays that fall within the employee's work schedule. (Example: Employee who is sixty-four percent (64%) will receive five and one-tenth (5.1) hours of the holiday either in holiday (HO) or compensatory time straight (earned or paid).

Employees working the holiday shall be compensated as follows:



Holiday occurs on the day an employee is to work (12) hours  
Eight (8) hours of holiday pay (part of the employee's regular salary)  
Four (4) hours of regular pay (part of the employee's regular salary)  
Four (4) hours half (1/2) time (extra pay (half-time (1/2))  
Eight (8) hours of holiday pay at time and one-half (1 ½) (extra pay (time and a half 1  
½))

Holiday occurs on the day employee is scheduled to work four (4) hours  
Four (4) hours of holiday pay (part of the employee's regular salary)  
Four (4) time and a half (1 ½) (extra pay)  
Four (4) Corrections paid holiday (extra pay straight time)

Nothing in this Agreement changes the authority or ability of the Agency to change an employee's work schedule to meet Agency operating needs in accordance with applicable provisions of the Collective Bargaining Agreement.

This Agreement does not establish any additional obligations on the Employer, Agency or the Union to negotiate different workweek or overtime work definitions for other bargaining employees.

**LETTER OF AGREEMENT**  
**Article 25 - Working Conditions**  
**SRCI Recreation Specialists**

Work Schedule Bidding Process:

Recreation Specialists who have completed trial service shall bid shifts, which include days off in order of seniority. Employees who fail to successfully bid, or do not bid, will be assigned the remaining shifts at the discretion of the institution management.

For the purposes of this Letter of Agreement, seniority is defined as agency time in class as a Recreation Specialist. If two (2) or more employees have the same time in class, seniority shall then be determined by draw.

Bidding will occur every six (6) months, effective the first Sunday of October and April.

Bids will address only shift and days off combinations. Recreation Specialists will not be permitted to secure, through bidding, the same shift and days off more than four (4) times consecutively.

The Labor-Management process shall determine the mechanics of the bidding procedure. All bids may be in writing, signed by the bidding employee, or by E-mail (from the employee's DOC E-mail address), numbered by preference when placing more than one (1) bid. Bids must be submitted to the Section Manager. Employees may submit up to three (3) bids. The available shifts and days off combinations will be posted no later than two (2) weeks before the bid date. The new schedule will be posted no less than seven (7) calendar days prior to the effective date.

Employees may be removed from a bid for valid cause. Temporary reassignment from the bid to another shift and/or days off may occur for medical emergencies or for training purposes, upon mutual agreement between the employee and the Section Manager.

The institution's management shall make the specific daily work assignments.

This Letter of Agreement sunsets upon the termination of the 2003-2005 contract or as mutually agreed to by both parties. This Agreement becomes effective upon last dated signature.

### **LETTER OF AGREEMENT**

#### **Article 25 – Working Conditions and Article 15 – Overtime (Community Corrections Division – DOC)**

1. 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 the American Federation of State, County, and Municipal Employees (Union).
2. The purpose of this Agreement is to revise Article 25, Section 1, and Article 15, Section 2, as they apply to the Community Corrections Division in the Agency regarding the definition of the workweek and the definition of overtime.
3. The new flexible workweek definition for the Community Corrections Division is as follows: “A flexible work schedule is a work schedule which varies the number of hours worked on a daily basis, but which does not exceed forty (40) hours in a workweek and is agreed upon in advance by the employee and the supervisor.”
4. The new overtime work definition for the Community Corrections Division is as follows: “Overtime for employees working a flexible work schedule is time in excess of forty (40) hours per workweek.”
5. The new definitions for flexible workweek and overtime work for the Community Corrections Division shall apply only if the employee requests a flexible work schedule in writing and the Agency approves the flexible work schedule request.
6. If an employee does not request a flexible work schedule or the Agency does not approve the request, then Article 25, Section 1, and Article 15, Section 2, as presently written in the Master Agreement shall continue to apply to that particular employee.
7. Nothing in this Agreement changes the authority or ability of the Agency to change an employee's work schedule to meet Agency operating needs in accordance with applicable provisions of the Collective Bargaining Agreement.
8. When a holiday occurs for which the employee would normally be schedule off, the employee's work schedule will revert back to a five (5) day eight (8) work schedule during the calendar week in which the holiday occurs.

9. This Agreement does not establish any additional obligation on the Employer, Agency or the Union to negotiate different workweek or overtime work definitions for other bargaining unit employees.

This Agreement becomes effective on the date of the last signature on this Agreement and will sunset on June 30, 2005.

**LETTER OF AGREEMENT**  
**Article 25 – Working Conditions**  
**EOCI – Food Service**

The standard workday shall be a period of twenty-four (24) hours containing eight (8) consecutive hours of work interrupted by rest periods. (Employees shall not receive a paid meal period.)

Employees assigned as staff relief will be compensated per Article 25, Section 6.

The workday will include two (2) fifteen (15) minute rest periods. Rest periods preferably will occur between the second and third hours and the fifth and sixth hours of the employee's shift.

This Agreement will sunset upon expiration of the 2003-05 Collective Bargaining Agreement or as mutually agreed to by both parties.

**LETTER OF AGREEMENT**  
**Article 25 – Working Conditions**  
**EOCI – Physical Plant**

The workday will include two (2) fifteen (15)-minute rest periods. Rest periods preferably will occur between the second and third hours and the fifth and sixth hours of the employee's shift.

The meal period shall be scheduled for each employee at approximately the mid period of the workday as work permits.

The Powerhouse staff will rotate shifts every six (6) months.

Employees assigned as staff relief will be compensated per Article 25, Section 6.

This Agreement will sunset upon expiration of the 2003-05 Collective Bargaining Agreement or as mutually agreed to by both parties.

**LETTER OF AGREEMENT**  
**Article 25 - Working Conditions**  
**SRCI Central Plant Boiler Operation**

Plant Maintenance Workers with the working title of Boiler Operator, who are not on trial service shall bid shifts that include days off. This will be done by order of Agency seniority every six (6) months, beginning at the start of the first workweek as defined in Section 1 of Article 25, in the months of January and July of each year. This will take effect in July 1, 2003.

An employee may remain on a specific shift for not more than four (4) consecutive bids. Employees who fail to successfully bid, or do not apply or bid, will be assigned the remaining shifts at the discretion of the institution management, or until the employee is able to make a successful bid.

Employees may request a temporary reassignment from the shift bid to another shift once per bid cycle. These temporary reassignments will be for a period of no more than thirty (30) consecutive days, except for medical emergencies and training purposes. They will require the mutual agreement of the affected employees and the approval of the immediate supervisor.

This Letter of Agreement sunsets upon termination of the 2003-05 contract or as mutually agreed to by both parties.

**LETTER OF AGREEMENT**  
**Article 25 – Working Conditions**  
**SRCI Food Services Shift Bid**

Food Service Coordinators who have completed trial service may bid shifts in order of seniority. As defined in Article 32, Section 11, seniority is determined by length of State service.

Management will assign work assignments and days off.

Shift Rotations will occur the first Sunday of January, May and September.

Each rotation will have ten (10) work assignments with at least one (1) weekend day off, such as Friday/Saturday, Saturday/Sunday, or Sunday/Monday. If the Food Service Coordinator positions are not fully staffed (less than twenty-three (23) Food Service Coordinators), there is a possibility that there may not be ten (10) weekend day off work assignments available.

Upon completion of trial service, Food Service Coordinators will be eligible for the weekend days off rotation effective at the beginning of the next scheduled shift rotation.

Work hours defined:

The standard workday shall be a period of twenty-four (24) hours containing eight (8) consecutive hours of work interrupted by rest periods. (Employees shall not receive a paid meal period. Employees will be expected to remain on duty for this whole period with the exception of an employee's rest periods as provided in Article 25(2)(b).

Two (2) positions in the production kitchen will have a standard eight and one-half (8.5) hour workday with an unpaid one-half (.5) hour meal period until such time staffing patterns change to accommodate an eight (8)-hour work period for this position.

Four (4) work assignments (two (2) in Dry Storage and two (2) in Bakery) are exempt from the four (4) month rotations and are assigned by management.

Provision can be made for extraordinary or extenuating circumstances that require specific days off. Variance from the days off rotation will be allowed after review and mutual agreement by both management and a majority of staff members.

Shift change penalty for working more than eight (8) hours in a twenty-four (24) hour period shall be as provided in Article 15(3).

## **LETTER OF AGREEMENT**

### **Workload**

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, Local 2376 (Union) and is binding upon the Employer, Agency and Union and all designated representatives.

The Parties agree to the following:

The Parties agree that except for employees who receive a merit increase during the status quo period (July-September 2003) that result in a move to Step 7 in the salary range, eligible employees will be allowed to choose one of the following options:

**Option 1:** For those employees who do not earn SDU point(s):

A one-time grant of twenty (20) hours paid leave or prorated leave to employees in Salary Range 15 and below or sixteen (16) hours paid leave or prorated leave to employees in Salary Range 16 and above. Employees must be hired on or before July 1, 2003 with continuous service through July 1, 2004. Provided that:

a. Such time will be used by June 30, 2005 or forfeited. Such time shall not be convertible to cash or paid upon departure from State service.

b. Full-time employees on leave without pay (excluding military leave and Workers Compensation leave) that exceeds three (3) consecutive months between July 1, 2003 and June 30, 2004 will receive a proration of the amount. The hours of the leave shall be a pro rata share of the twenty/sixteen (20/16) based on a percentage of hours worked of the full-time equivalent of 2,080 regular hours worked between July 1, 2003 and June 30, 2004.

c. This amount will be prorated for part-time or seasonal employees based on their hours worked between July 1, 2003 and June 30, 2004. The amount of the leave shall be a pro rata share of the twenty/sixteen (20/16) hours based on a percentage of hours worked of the full-time equivalent of 2,080 regular hours worked between July 1, 2003 and June 30, 2004.

d. Employees who are on recall lists as of July 1, 2003 or are laid off between July 1, 2003 and January 1, 2005 shall receive the accrual on July 1, 2004 if they have been recalled by that date. The amount of the accrual shall be a pro rata share based on a percentage of the hours worked of the full-time equivalent of 2,080 regular hours worked between July 1, 2003 and June 30, 2004.

e. Such leave must be taken in one (1)-hour increments.

**Option 2:** For those employees who do not earn SDU point(s):

A one-time, lump-sum payment or proration of three hundred fifty dollars (\$350) to employees who are employed on or before July 1, 2003 with continuous service through January 15, 2005, provided that:

a. Such payment shall not be added to the Compensation Plan(s).

b. Full-time employees on leave without pay (excluding military leave and Workers Compensation leave) that exceeds three (3) consecutive months during the calendar year 2004 will receive a proration of the amount. The amount of the payment shall be a pro rata share of three hundred fifty dollars (\$350) based on a percentage of hours worked of the full-time equivalent of 2,080 regular hours worked in calendar year 2004.

c. This amount will be prorated for part-time or seasonal employees based on their hours worked in calendar year 2004. The amount of the payment shall be a pro rata share of three hundred fifty dollars (\$350) based on a percentage of hours worked of the full-time equivalent of 2,080 regular hours worked in calendar year 2004.

d. Employees who are on recall lists as of July 1, 2003 or are laid off between July 1, 2003 and January 1, 2005 shall receive a lump-sum payment on February 1, 2005 if they have been recalled by that date. The amount of the payment shall be a pro rata share based on a percentage of the hours worked of the full-time equivalent of 2,080 regular hours worked in calendar year 2004.

e. Employees will have the option to receive the lump-sum payment as part of his/her February 1, 2005 paycheck or in the employee's PEBB Flexible Account to be used according to the requirements for such accounts. Should employees desire to place the lump-sum payment into their PEBB Flexible Account, the employee must give written notice to the Employer no later than December 31, 2004.

**Option 3:** For those employees who earn SDU point(s):

Employees who receive SDU points shall receive a one-time, lump sum payment or proration of three hundred fifty dollars (\$350) minus any increase in points they will receive as a result of implementation of Article 16, Section 7(f) to employees who are employed on or before July 1, 2003 with continuous service through January 15, 2005, provided that:

a. Such payment shall not be added to the Compensation Plan(s).

b. Full-time employees on leave without pay (excluding military leave and Workers Compensation leave) that exceeds three (3) consecutive months during the calendar year 2004 will receive a proration of the amount. The amount of the payment shall be a pro rata share of three hundred fifty dollars (\$350) based on a percentage of hours worked of the full-time equivalent of 2,080 regular hours worked in calendar year 2004.

c. This amount will be prorated for part-time or seasonal employees based on their hours worked in calendar year 2004. The amount of the payment shall be pro rata share of three hundred fifty dollars (\$350) based on a percentage of hours worked of the full-time equivalent of 2,080 regular hours worked in calendar year 2004.

d. Employees who are on recall lists as of July 1, 2003 or are laid off between July 1, 2003 and January 1, 2005 shall receive a lump-sum payment on February 1, 2005 if they have been recalled by that date. The amount of the payment shall be a pro rata share based on a percentage of the hours worked of the full-time equivalent of 2,080 regular hours worked in calendar year 2004.

e. Employees will have the option to receive the lump-sum payment as part of his/her February 1, 2005 paycheck or in the employee's PEBB Flexible Account to be used according to the requirements for such accounts. Should employees desire to place the lump-sum payment into their PEBB Flexible Account, the employee must give written notice to the Employer no later than December 31, 2004.

This Agreement shall not serve as a precedent in current or future negotiations between the Parties and shall automatically terminate on June 30, 2005 except that Option 2(e) shall expire December 31, 2005.

## COMPENSATION PLAN

<b>CODE</b>	<b>TITLE</b>	<b>RANGE</b>
0015	Medical Records Specialist	15
0102	Office Assistant 2	09
0103	Office Specialist 1	11
0104	Office Specialist 2	15
0107	Administrative Specialist 1	17
0108	Administrative Specialist 2	19
0118	Executive Support Specialist 1	17
0119	Executive Support Specialist 2	19
0201	Accounting Technician	15
0210	Accounting Technician 1	13
0211	Accounting Technician 2	17
0212	Accounting Technician 3	19
0301	Library Technician 2	13
0321	Public Service Rep 1	09
0322	Public Service Rep 2	11
0323	Public Service Rep 3	15
0324	Public Service Rep 4	19
0405	Mail Services Assistant	10
0435	Procurement & Contract Asst	19
0436	Procurement & Contract Spec 1	23
0437	Procurement & Contract Spec 2	27
0438	Procurement & Contract Spec 3	29
0530	Word Processing Technician 1	11
0531	Word Processing Technician 2	13
0532	Word Processing Technician 3	15
0705	Property Specialist 1	11
0706	Property Specialist 2	13
0707	Property Specialist 3	16
0709	Inventory Control Specialist	15
0736	Canteen Worker 1	13
0737	Canteen Worker 2	14
0801	Office Coordinator	15
0812	Program Technician 1	23
0813	Program Technician 2	27
0816	Program Representative 1	21
0817	Program Representative 2	26
0854	Project Manager 1	26
0855	Project Manager 2	29
1115	Research Analyst 1	17
1116	Research Analyst 2	21
1117	Research Analyst 3	26
1118	Research Analyst 4	29
1142	Budget Analyst	26
1205	Fiscal Coordinator 1	23



1207	Fiscal Coordinator 2	27
1215	Accountant 1	21
1216	Accountant 2	23
1217	Accountant 3	27
1218	Accountant 4	30
1330	Agency Program Trainer	21
1332	Training Specialist	26
1452	User Support Analyst 1	18
1453	User Support Analyst 2	21
1481	Info Systems Specialist 1	15I
1482	Info Systems Specialist 2	18I
1483	Info Systems Specialist 3	21I
1484	Info Systems Specialist 4	23I
1485	Info Systems Specialist 5	26I
1486	Info Systems Specialist 6	28I
1487	Info Systems Specialist 7	31I
1488	Info Systems Specialist 8	33I
1530	Hearings Officer 1	25A
2169	Communications Sys Analyst 3	25
2219	Correction Library Coordinator	17
2335	Corr Production Coordinator 2	16
2336	Corr Production Coordinator 3	20
2350	Diagnostician	22
4101	Custodian	09
4103	Custodial Services Coordinator	13
4107	Corrections Landscaper	15
4201	Corr Plant Maintenance Worker	17
4203	Corrections Painter	20
4206	Corrections Carpenter	20
4216	Corrections Plumber	23
4217	Corrections Electrician	23
4227	Locksmith	16
4248	Electrical & Control Systems Tech	25
4250	Stationary Boiler Operator	16
4271	Construction Project Manager 2	26
4319	Corr Electronic Security Spc 1	19S
4320	Corr Electronic Security Spc 2	21S
4403	Transporter	10
4412	Corrections Auto Mechanic	17
4421	Equipment Operator 2	15
4470	Refrigeration Mechanic	20
5231	Investigator 1	19
5232	Investigator 2	21
5233	Investigator 3	25
5310	Construction Inspector	22
5572	Institution San/Safety Coord	19
6138	Health Services Technician	17
6214	Institution Registered Nurse	24

6225	Registered Nurse 2	23
6255	Nurse Practitioner	27
6257	Physician's Assistant	27
6260	Pharmacist	34
6268	Clinical Dietician	23
6298	Psychometrician	16
6348	Radiologic Technologist 2	18
6385	Pharmacy Technician 1	12
6391	Dental Assistant	13
6393	Dental Technician	15
6518	Corrections Recreation Spec 1	17
6519	Corrections Recreation Spec 2	19
6531	Mental Health Specialist	23
6606	Human Services Assistant 2	14
6680	Chaplain	23
6781	Correctional Counselor/Entry	19
6783	Correctional Counselor	24
9120	Corrections Food Serv Coord	18

DATED this 18<sup>th</sup> day of \_\_\_\_\_ December \_\_\_\_\_, 2003.

FOR THE STATE OF OREGON

FOR THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES

\_\_\_\_\_  
Gary Weeks, Director  
Department of Administrative Services

\_\_\_\_\_  
Randy Ridderbusch, Council Representative  
Oregon AFSCME Council 75

\_\_\_\_\_  
Nick Armenakis, Interim Director  
Department of Corrections

\_\_\_\_\_  
Judy Rocque, President  
AFSCME Local 2376

\_\_\_\_\_  
Sue Wilson, Administrator  
Human Resource Services Division

\_\_\_\_\_  
Allison Murray, Bargaining Team  
AFSCME Local 2376

\_\_\_\_\_  
John Merrell, Bargaining Team  
AFSCME Local 2376

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Ken Allen, Executive Director  
AFSCME Local 105