

COLLECTIVE BARGAINING AGREEMENT



between

DAS

**DEPARTMENT OF
ADMINISTRATIVE
SERVICES**

on behalf of
The Department
Of Corrections
and

AOCE

THE ASSOCIATION OF OREGON
CORRECTION EMPLOYEES

2017

-

2019

AOCE

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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"), and the Association of Oregon Corrections Employees (hereinafter the "Association"), and is binding upon the Association and the Employer and all designated representatives of the Association and the Employer.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5. Complete Agreement/Past Practices.

A. **Complete Agreement.** Pursuant to their statutory obligations to bargain in good faith, the Employer and the Association have met in full and free discussion concerning matters in "employment

relations" as defined by ORS 243.650(7). This Agreement incorporates the sole and complete agreement between the Employer and the Association resulting from these negotiations. The Association agrees that the Employer has no further obligation during the term of this Agreement to bargain wages, hours or working conditions except as specified below.

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

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

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

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

Section 6. Emergencies.

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

- A. A bona fide emergency is defined as the period of time during an unexpected occurrence or set of circumstances involving a substantial threat to Employer's ability to maintain the safe custody, control and security of inmates, including natural and man-made disasters or crises necessitating immediate lock down of inmates or extraordinary increase in security measures, including but not limited to earthquakes, storms, fires, inmate riots, bomb threats, explosions, power outages, inmate epidemics, escape attempts or other serious breaches of security, substantial unexpected depletions of available staff due to military call ups or disease epidemics, and periods of similar types of unexpected occurrences or sets of circumstances, which have the actual or probable effect of seriously compromising Employer's ability to maintain safe custody, control and security of the inmate population.
- B. When reasonably possible, emergency suspensions of above described contract rights will be localized to the facility or work unit directly involved in the emergency occurrence or set of circumstances.

- C. This Section shall not be used by management to justify suspension of above described contract rights to meet daily operational needs in filling unexpected shift vacancies due to absences of scheduled staff which occur from time to time; or, to cover holding over staff on shift during periods of minor crisis, which are of local impact in a work unit.

ARTICLE 2 - TERM OF AGREEMENT

Section 1.

This Agreement, and attachments hereto, unless otherwise provided for herein, shall be in full force and effect from signing of this Agreement through June 30, 2019.

Section 2.

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

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

Section 3.

Either party may open negotiations for a successor Agreement by giving written notice to the other party on or about December 1, 2018. The notice shall specify contract Articles, Sections and/or topics which are desired to be negotiated. Unless otherwise agreed, the parties shall commence such negotiations on or before January 1, 2019.

REV: 2017

ARTICLE 3 - MANAGEMENT RIGHTS

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

from filing a grievance, pursuant to Article 44, Grievance and Arbitration Procedure, or seeking a review of the exercise of these rights, when it is alleged such exercise violates provisions of this agreement.

ARTICLE 4 - ASSOCIATION SECURITY

Section 1. New Employees.

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

Section 2. Association Access.

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

Section 3.

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

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

Section 4. Release Time.

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

matter that might adversely and substantially affect his/her future employment, pay, or chances for promotion.

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

Section 5. Association Business Leave.

- A. Employees elected to Association office or otherwise selected by the Association to conduct Association business that takes them away from their employment may be granted either leave without pay, vacation leave, or paid time from the release bank, pursuant to “D” below, for a reasonable period of time, upon seven (7) days advance notice by the Association. The determination for granting such leave shall be made by Employer based on operational needs of the Agency. Leave will be requested through the normal Agency procedure.
- B. Association President or the Association's Representative shall be granted leave without loss of pay or benefits to attend to any of the following:
 - 1. Association Grievance Hearings;
 - 2. Responding to an employee request for a representative under circumstances indicated in Section 4 above;
 - 3. Any other meeting where the Association's Representative is requested by a management employee of the DOC or DAS-LRU;
 - 4. To investigate a potential grievance or unfair labor practice;
 - 5. Arbitration hearings or other administrative hearings before the Employment Relations Board or State Court directly involving the Association and the Employer, and
 - 6. To conduct Association meetings, which will not take more than sixteen (16) hours a month.
- C. Association E-Board Leave. Upon written request from the AOCE Executive Board to the DOC Director, up to five (5) E-Board members shall be given release time from their positions for a period of time up to one (1) year in no less than two (2)-week increments for the performance of Association duties related to the collective bargaining relationship. However, if they request release time for less than their full regular schedule, such release time shall be subject to the Employer's approval based on the operating needs of the employee's work unit and based on the principal that Association work should be scheduled during this release time wherever possible. AOCE shall, within thirty (30) days of payment to the employee, reimburse the State for payment of appropriate salary, benefits, paid leave time, pension, overtime, and all other employer-related costs. AOCE shall indemnify and hold the State harmless against any and all claims, damages, suits, or other forms of

liability which may arise out of any action taken or not taken by the State for the purpose of complying with this provision.

D. Release Time Bank.

1. Members of the bargaining unit shall be entitled to donate accrued but unused vacation time and/or personal leave time to an AOCE release time bank subject to the conditions set forth in this Article. The contributions shall be in two (2) or more hour increments. Contributions in fractions of hours will not be allowed. Contributions to the release time bank shall not exceed seven hundred fifty (750) hours during the two (2) year period ending June 30, 2017. Any balance remaining shall be considered as part of the seven hundred fifty (750) hour cap for the following biennium.
2. Establishing the Bank. When an employee desires to make a contribution to the release time bank, the employee will complete a release time contributions form and file it with payroll staff. The payroll office will determine that the employee authorizing the release time bank contribution has the earned time prior to posting the contributed time to the release time bank. A copy of all approved release time contribution forms will be forwarded to the AOCE office by payroll.
3. Withdrawal from the Bank. Based on the operational needs of the Agency, the Agency will permit a reasonable number of AOCE members off for the use of release time bank time. Time drawn from the release time bank shall be in four (4) hour increments. Only the AOCE President and Executive Vice-Presidents may authorize time withdrawal from the release time bank for the purposes of grievance processing and investigation, for conducting training of Association Representatives, preparation for and travel to management-labor meetings, preparation for collective bargaining and other official Association activities within the scope of the PECBA. The leave specified herein shall supplement the leave provided in this Article.
4. Administration. The Agency may reduce the release time bank total accrual by two (2) hours at the end of each month to recover the cost of administering this bank. The end of month total accrual will be submitted to AOCE monthly.

Section 6. Communications

- A. Employer agrees to provide and maintain six (6) glass enclosed bulletin boards at OSP for the Association to use to post official Association notices only. The boards shall be located in areas providing reasonable access to Association membership with at least two (2) being provided at or adjacent to the main entrance to the inmate security facilities in the administration building, and two (2) to be located within the OSP walls in segregated facilities where in past practice such boards have been utilized. Two (2) of the bulletin boards will be in the industry area, one (1) by the warehouse and one (1) by the front office. Employer agrees that it will continue to provide a glass enclosed bulletin board at the Mill Creek Correctional Facility for AOCE use as above described,

and other bulletin boards in current use at facilities outside of the OSP walls, including the South Fork Forest Camp. There will be two (2) glass enclosed bulletin boards at OSCI, one (1) in the staff lounge and one (1) in the SAR room. The Association shall keep boards neat and orderly. The Association is responsible for the contents of the boards and shall furnish locks for glass enclosed boards.

- B. The Association shall be allowed the use of the internal mail system for communicating with its members. These communications will not unduly impact the operation of the mail room. If the Employer determines there is an impact, this matter will be reopened for negotiations.
- C. Upon written request, the Association may be allowed the use of the facilities of the Agency for meetings when available.
- D. AOCE representatives and AOCE represented employees may use the Agency's e-mail messaging system to communicate about union business provided that all of the following conditions are met:
 - 1. Use shall not contain false, unlawful, offensive, or derogatory statements against any person, organization or group of persons. Statements shall not contain profanity, vulgarity, sexual content, character slurs, threats or threats of violence. The content of the e-mail shall not contain rude or hostile references to race, marital status, age, gender, sexual orientation, religious or political beliefs, national origin, health, or disability. Violations of this section will be subject to discipline.
 - 2. The parties understand that any and all communications are not confidential. As such, all communications shall be subject to the Department's Acceptable Use of Electronic Information Systems policy. The Agency reserves the right to trace, review, audit, access, intercept, recover or monitor use of its e-mail system without notice.
 - 3. Use of the e-mail system will not adversely affect the use of or hinder the performance of an Agency's computer system for Agency business.
 - 4. E-mail usage shall comply with Agency policies applicable to all users such as protection or confidential information and security information.
 - 5. The Agency will not incur any additional costs for e-mail usage including printing.
 - 6. Use of the Agency's e-mail system shall be on employee's non-work time.
 - 7. Representatives and employees cannot use the "Reply All" function.
 - 8. Should the Agency believe that the association's representatives or represented members have violated this agreement, the Agency will immediately notify the individual(s) involved and require an immediate discontinuance of the use believed to violate this agreement. The

Agency will notify AOCE's President in writing; the AOCE President shall respond in writing and include the action that will be taken to enforce this agreement. If the violation continues despite these actions, the Agency will notify the AOCE in writing and include the action that will be taken to enforce this agreement. The employer may exercise its right to use progressive discipline for section 1 violations notwithstanding this section.

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

Section 7. Dues Deduction.

Employer agrees to deduct the monthly membership dues from the pay of those employees who individually request such deductions in writing. The amount to be deducted shall be certified to the Employer by the Treasurer of the Association, and the aggregate deductions shall be remitted monthly together with an itemized statement to the Treasurer of the Association. The Agency shall provide a monthly roster by the fifth (5th) business day of each month.

Section 8. Fair Share.

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

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

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

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

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

Section 9. Employee Statistics.

The DAS-Labor Relations Unit and the Agency will, upon request of the Association, provide any regularly produced computer runs containing non-confidential statistics of the Association's bargaining unit members. This will include one (1) monthly printout showing names and addresses of all bargaining unit

employees and monthly information currently furnished by the fifth (5th) business day of each month. Any costs incurred in compiling and photocopying these statistical reports under this Agreement shall be billed to the Association.

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ARTICLE 5 - ASSOCIATION/MANAGEMENT MEETINGS

Section 1. Purpose.

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

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

Section 2. Scope of Authority.

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

ARTICLE 6 - EMPLOYEE PARKING

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

ARTICLE 7 - SEPARABILITY OF PROVISIONS

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

ARTICLE 8

This Article has been deleted per 2013-2015 negotiations, however will be left blank to hold for future use.

ARTICLE 9 - CONTRACTING OUT

Section 1.

The Agency may determine to contract or subcontract work provided that as to work which is presently and regularly performed by employees in the bargaining unit, the Agency agrees to notify the

Association and negotiate the decision and the impact of the pending action. It is specifically understood that such negotiations are not required in (1) emergency situations; (2) where the impact is minimal (and not mandatory).

Section 2.

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

ARTICLE 10 - SALARY AND WAGES

Section 1.

Effective June 15, 2018 or on the first (1st) of the month following the date of ratification of the Agreement or on the first (1st) of the month following receipt of an interest arbitration award, whichever is later, increase all pay rates by one percent (1%).

Section 2.

Nurse Practitioners pay rates at salary range 33 shall be aligned with other Union pay rates for the same classifications within the Department of Corrections.

Section 3. Selective Market Adjustment.

Effective January 1, 2019, increase all pay rates for the Corrections Officer, Corporal and Sergeant classifications by two percent (2%).

Section 4.

Current language on PERS and PERS pickup shall continue through January 31, 2019.

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

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

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

B. Oregon Public Service Retirement Plan Pension Program Members.

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

Contributions to Individual Account Programs. As of the date that an employee becomes a member

of the Individual Account Program established by Section 29 of Chapter 733, Oregon Laws 2003, and pursuant to Section 3 of the same chapter, the State will pay an amount equal to six percent (6%) of the employee's monthly salary, not to be deducted from the salary, as the employee's contribution to the employee's account in that program. The employee's contributions paid by the State under this Section 2 shall not be considered to be "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to Section 32 of Chapter 733, Oregon Laws 2003.

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

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

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

Section 5.

Effective February 1, 2019, compensation plan salary rates for PERS participating members shall be increased by six and ninety-five hundredth percent (6.95%). At that time, the Employer will begin paying the six percent (6%) employee contributions required under ORS 238A.330 to the PERS or IAP accounts of such members, on behalf of such members, pursuant to a reduction of those members' compensation under ORS 238A.335(2)(a) and OAR 459-09-0200(3). No member will have an option to receive any part of that six percent (6%) contribution directly, as cash or otherwise. The intent of the parties is for the contributions described under this Section to qualify for treatment as Employer contributions under Section 414(h)(2) of the Internal Revenue Code. This provision shall not be retroactive in its application or effective prior to February 1, 2019.

Section 6. New and Revised Classifications.

A.

CLASS #	CLASS TITLE	SALARY RANGE	
		FROM	TO
0015	Health Information Specialist (Change from Medical Transcriptionist 2)	18	18
4038	Electronic Security Technician 1	22	24
4039	Electronic Security Technical 2	24	26
6128	Certified Medication Aide	NA	16
6385	Pharmacy Clerk and Pharmacy Tech 2 (Change from Pharmacy Technician 1)	12	12
6391	Dental Assistant 1 (Replaces Dental Assistant)	15	15

6392	Dental Assistant 2	NA	16
6531	Behavioral Health Specialist (Replaces Mental Health Specialist)	23	23
6534	Behavioral Health Specialist 2*	26	26
6535	Behavioral Health Specialist 3	NA	29

* Psychiatric Social Workers will be reallocated to Behavioral Health Specialist 2 starting July 1, 2018. Any employees above the new top step will be red circled.

Delete the following classifications from the compensation plan.

CLASS # CLASS TITLE

6391	Dental Assistant
6531	Mental Health Specialist
6720	Psychiatric Social Worker
6820	Medical Lab Technician 1

- B. New Revised Classifications Implementation. Effective July 1, 2017 or on the first (1st) of the month following the date of ratification of the new agreement or first (1st) of the month following the receipt of an interest arbitration award, whichever is later, all employees will retain their current salary rate in the new range except that employees whose current rate is below the first (1st) step of the new range shall be moved to the first (1st) step in the new range and a new salary eligibility date will be established twelve (12) months later. For an employee whose rate is within the new salary range, but not at a corresponding salary step, his/her current salary rate shall be adjusted to the next higher rate closest to his/her current salary upon the effective date.

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ARTICLE 11 - SALARY ADMINISTRATION

Section 1.

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

Section 2.

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

Section 3. Submission of Salary Increases.

- A. For employees initially hired to state service, the salary eligibility date shall be set one (1) year from date of hire. However, an employee's salary eligibility date may only change because of

employment actions as a result of reallocations, trial service extensions as provided in Article 34, promotions, reemployments, reclassifications or leaves without pay in excess of thirty (30) days except those leaves protected by federal or state law (FMLA, military, workers compensation) and unpaid union leave up to ninety (90) days.

- B. Salary payments to correct errors or oversights and retroactive payments resulting from grievance settlements will be authorized. In no event shall any retroactivity exceed twenty-four (24) months from the date upon which the oversight or error is brought to management's attention in writing, or in the case of a grievance settlement, thirty (30) days before the date the grievance was filed in writing.

Section 4. Salary on Lateral Transfer.

- A. An employee who transfers into the Association's bargaining unit from another bargaining unit inside of the Agency or from another executive branch state Agency in the same salary range, will retain his/her base salary rate and salary eligibility date. However, where the employee's current base pay rate is below Step 1 of the Association's bargaining unit base pay rate for the same salary range, the employee's base pay rate will be moved to Step 1 of the same salary range. If an employee's straight time pay rate is above the top step, the employee will be placed at the top step of the range.
- B. If an employee's base pay rate caused them to be placed off step in his/her classification's salary range, then at their next salary eligibility date, if qualified, the employee shall be granted an annual step increase of one full step plus the dollar amount that his/her current salary is below the next higher pay rate not to exceed the top step of the range.

Section 5. Salary on Promotion.

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

Section 6. Salary on Demotion.

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

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

Whenever employees demote to a job classification in a lower range but their previous salary is

above the highest step for that range, the employee shall be paid at the highest step in the new salary range.

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

Section 7. Effect of Break in Service.

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

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

Section 8. Recoupment of Salary/Benefits Overpayments.

In the event that an employee receives wages from the Agency to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Agency shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. Agency calculations of overpayments for a particular pay month will be based on the pay status after the final payroll run reconciles all hours for that month, including all holiday, shift differential, overtime, leave without pay, paid time off and regular hours etc., which have occurred during that month. For purposes of recovering overpayments by payroll deduction, the following shall apply:

- a. Within fifteen (15) calendar days following written notification, the Agency, Association and employee shall attempt to reach agreement as to a mutually agreeable repayment schedule. The repayments will occur from the employee's first (1st) of the month paychecks only unless the employee agrees to mid-month repayments. If they are unable to reach agreement on a repayment schedule, each side's last offer shall be presented to an arbitrator, who shall select one.
- b. In the event the employee was paid for hours not worked due to leave without pay, subsection (a) shall not apply and the overpayment is subject to immediate recoupment. The Agency shall send a letter by regular mail to the home of the affected employee and email whenever an immediate recoupment is triggered. In the case of SAIF leave without pay, the Agency shall also call the employee.

The Agency shall not attempt to correct any overpayment to employees more than twenty-four (24) months from the date upon which the oversight or error is discovered.

Section 9.

Overtime, holiday and all differentials may be paid on the fifteenth (15th) of the month at the employee's option. Once an employee designates they want to have overtime, holiday and differentials paid on the fifteenth (15th) of each month, the designation will continue for twelve (12) consecutive calendar months without change. The employee will follow all processes necessary to ensure his/her request is properly implemented.

Section 10. Salary Underpayments.

- A. In the event the Agency determines an employee has not received wages/benefits to which he/she is lawfully entitled pursuant to the Fair Labor Standards Act or state law, the Agency shall pay the employee within three (3) working days the amount of money the employee is owed if such underpayment is equal to or more than five percent (5%) of the employee's base pay rate.
- B. In the event the Agency determines an employee has not received wages/benefits to which he/she is lawfully entitled, the Agency shall pay the employee at the next first (1st) of the month payday the amount of money the employee is owed if such underpayment is less than five percent (5%) of the employee's base pay rate. If the Agency determines there is an underpayment obligation after the normal payroll cutoff date and before the mid month cutoff date, the Agency shall pay the employee on the mid month check.
- C. This Section shall not apply to claims disputing eligibility for payments which result from this Agreement. Employees claiming eligibility for leadwork differential, work out of classification, reclassification or any differential pay shall pursue those claims pursuant to [Article 44 - Grievance Procedure](#).

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ARTICLE 12 - OVERTIME

Section 1.

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

Section 2.

- A. Overtime for employees working a regular work week is time worked in excess of eight (8) hours per day or forty (40) hours per week within the employee's basic workweek. Overtime for employees working an irregular work schedule (4-10) is time worked in excess of the scheduled hours per day or forty (40) hours per week within the employee's basic workweek. Time worked beyond regular schedule by employees scheduled for less than eight (8) hours per day or forty (40) hours per week

is additional straight time worked rather than overtime until work exceeds eight (8) hours per day or forty (40) hours per week within the employee's basic workweek. Overtime for employees working twelve (12)-hour shifts is time worked in excess of twelve (12) hours per day or the regularly-scheduled hours within the employee's basic workweek.

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

Section 3.

Overtime shall be paid at the rate of time and one-half (1-1/2). The form of compensation of overtime shall be pay or compensatory time off, at the option of the Employer. If the compensatory time is used, it shall be credited at the appropriate overtime rate. Any compensatory time accrued in excess of eighty (80) hours will be paid off within the pay period of the month following the month in which it is accrued. For security staff at SFFC and Corrections Professionals at all institutions, compensatory time accrued in excess of one hundred (100) hours will be paid off within the pay period of the month following the month in which it is accrued. If these excess hours are not paid by the Employer, the employee may transfer them to the employee's regular vacation leave bank.

Section 4.

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

Section 5.

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

Section 6. Voluntary Overtime Assignment.

A. Custody Voluntary Overtime Procedures.

OSP Employees are encouraged to sign up for voluntary overtime in advance of its occurrence to

facilitate planning. The Employer will maintain voluntary overtime lists upon which employees may designate their eligibility in writing. Employees will indicate if they are available to volunteer for overtime during the period(s) covered by the voluntary overtime list(s). Employees may also indicate which days and shifts they will be available to work during the period(s) covered by the voluntary overtime list(s). The Employer may begin assigning people post qualified to work weekend overtime assignments for the laundry and for perimeter checks from the voluntary list two (2) to three (3) workdays prior to the shift being assigned. Employees may continue to sign up for overtime after this time, but may not displace an assignment once it is made. If the Employer determines there is a need for overtime less than twelve (12) hours in advance of the overtime opportunity, the overtime will be first offered to the employee who is on duty and whose assignment will be vacant at the conclusion of the shift. If that employee is not interested in the overtime, or if there is a valid reason for denial of the opportunity to that employee, then the Employer will make the overtime opportunity available to other post qualified employees who signed the voluntary overtime list, at the time the overtime is being assigned, beginning with those in the same classification by seniority, and then in seniority order to others on the voluntary overtime list who are outside the classification but are qualified to do the work. For the purposes of this sentence Correctional Officer overtime will be offered first to Correctional Officers, and if no volunteers then to Corporals and if no volunteers then to Sergeants; Corporal overtime first to Corporals and if no volunteers then to Correctional Officers, and if no volunteers then to Sergeants; Sergeant overtime first to Sergeants, and if no volunteers then to Corporals, and if no volunteers then to Correctional Officers.

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

MCCF: MCCF will follow the OSP procedure for assignment of voluntary overtime. Additionally, employees may “split” overtime. The employee assigned the overtime must work a minimum of the first half of the overtime assignment and will be responsible for coverage of the entire overtime assignment. The employee may choose to split any amount of the remainder of the overtime assignment with any other post qualified employee. The employee will be responsible for notifying the Officer in Charge of the intent to split the overtime and indicate the name of the employee that will be filling the remainder of the overtime assignment.

OSCI: Overtime will be hired twenty-four (24) hours in advance for open posts in the Daily Roster only. Once an employee signs up for voluntary overtime twenty-four (24) hours out, that employee can not take another overtime opportunity on that shift and day unless the overtime they originally accepted was cancelled by management. Management will fill these overtime assignments according to Section 6(A)(OSP) above to include incumbency processes as defined for those overtime assignments that occur less than twelve (12) hours prior to the scheduled shift. Incumbency processes do not apply to overtime assignments filled more than twelve (12) hours in advance.

SFFC: SFFC will assign voluntary overtime as follows:

1. If the Agency determines there is a need for overtime up to seven (7) days in advance of the overtime opportunity, the voluntary overtime list will be used to fill the overtime opportunity.
 2. If the Agency determines there is a need for overtime less than twelve (12) hours in advance of the overtime opportunity, the overtime will first be offered to staff on duty on the shift immediately before the overtime is needed. Overtime will be given to the most senior employee who is qualified to do the work. If no one on the shift accepts the overtime, then the voluntary overtime list will be used in the following manner:
 - a. The overtime opportunity will first be offered to those in the same classification by seniority, and then in seniority order to employees in other classifications who are qualified to do the work.
 - b. Correctional Officer overtime will first be offered to Correctional Officers. If no Officer volunteers then the overtime opportunity will be offered to Corporals. If no Corporals volunteer then the overtime opportunity will be offered to Sergeants. Corporal overtime will first be offered to Corporals, then to Officers and if no volunteers, then the overtime opportunity will be offered to Sergeants. Sergeant overtime will first be offered to Sergeants then to Corporals and if there are still no volunteers then to Officers.
- B. If there are overtime opportunities for nurses, they will be offered first to staff nurses who are on the voluntary overtime list for that week, before those opportunities are offered to other DOC unrepresented nurses or contract nurses.
- C. Corrections Professionals Bid Positions Voluntary Overtime Procedures.
1. If management determines there is a need for overtime immediately following the end of the scheduled shift, it will first be offered to the employee who is working that job as part of his/her regular assignment. If the employee is not able or unavailable to work the overtime then the overtime opportunity will be made available to employees who signed the voluntary overtime list, beginning with those in the same classification by seniority, and then in seniority order to those on the voluntary overtime list who are outside the classification, but are qualified to perform the work. A regular assignment is defined as a job specific assignment an employee is typically and routinely assigned during the normal working hours of operation.
 2. If management determines there is a need for overtime work other than immediately following the end of a scheduled shift the overtime opportunity will be made available to employees who have placed their names on the voluntary overtime list. The employee with the most classification seniority and who is qualified to perform the work required shall be offered the assignment. If that employee turns down the overtime assignment, the next

employee with the highest classification seniority who is qualified to perform the work shall be offered the assignment.

3. If an employee volunteers through the procedures above for at least four (4) hours of overtime, the employee's name will be placed on the bottom of the mandatory overtime list.

D. Physical Plant Trades Voluntary Overtime Procedure. If management determines there is a need for overtime work other than immediately following the end of a scheduled shift in the physical plant, the following procedure shall be used to fill the overtime work available:

1. Where work to be performed requires licensure/certification (electrician, plumber, HVAC, PEST), the overtime opportunity will be offered to the employees holding the license, based on seniority. For example, an overtime opportunity for an electrician will be offered to employees in the electrician classification, based on classification seniority.
2. For journey level trades (this includes carpenter, painter, welder 2), the overtime opportunity will first be offered to the employee assigned to the needed classification. If that employee is unavailable or declines the overtime opportunity, the overtime will be offered to employees in the FMS classification based on classification seniority.
3. For general maintenance overtime work, the overtime will first be offered to employees in the FMS classification who are on the voluntary overtime list based on classification seniority. If the overtime opportunity is not filled using this method, then the overtime will be offered to employees on the voluntary overtime list based on DOC seniority regardless of classification.
4. If there is an overtime opportunity in the physical plant at SFFC involving electrical systems or components the overtime will be offered first to the SFFC flex schedule Electrician.

If the SFFC flex schedule Electrician is unavailable or declines the overtime, the overtime will be offered to the following individuals, in the following order: the Supervising Electrician at OSP, the Journeyman Electrician at OSP, and the Facility Energy Technicians at OSP.

E. Corrections Professionals Non-Bid Overtime Procedures. If management determines there is a need for overtime work, the overtime work will be offered to the employee performing the assigned duties. If that employee is not available or declines the overtime opportunity, the overtime will be offered to other employees in that classification in the work section based on classification seniority. In the event the Institution must fill a voluntary overtime assignment from outside the work section, Institution management will consult with the Association President or designee.

F. Employees must be qualified to perform the overtime work. For corrections professionals employees, this means that they have to have the skill to supervise work that is being performed by

inmates, and for correctional officer series employees, they have to have either the experience or the ability to be able to perform the specialized security tasks.

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

Section 7. Mandatory Overtime.

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

Custody staff who work a voluntary overtime shift of four (4) hours or more shall move to the bottom of the mandatory overtime list.

SFFC (Custody):

1. If no employee volunteers for an overtime opportunity, the Institution will use the Mandatory Overtime List. This list will be supplied by the AOCE South Fork Vice President and will be updated in writing every ninety (90) calendar days. This list will be in inverse order of bargaining unit seniority. When a staff member is called and works the overtime they will be moved to the bottom of the list. Staff who work a voluntary overtime shift shall move to the bottom of the mandatory overtime list.
2. The Institution shall not be liable for any mistakes in the calculation of bargaining unit seniority.

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

- B. Non-Bid Positions. Staff will not be required to work mandatory overtime on their Fridays, their scheduled days off only if they have vacation scheduled the next day, or if they have already worked an overtime assignment on that day except during periods of declared emergency.

Section 8. Food Service Coordinator Overtime.

- A. If management determines there is a need for overtime assignment the Agency will use the voluntary overtime procedures outlined in Article 12 Section 6(C) using Food Service Coordinator staff.
- B. When management is unable to find a volunteer to fill an overtime assignment at MCCF, the Agency will use the voluntary overtime procedures outlined in Article 12, Section 6(c) using the voluntary overtime list for FSC's at OSP.
- C. If the Agency is not able to find a volunteer to work an overtime assignment, the Agency will use the mandatory overtime procedures outlined in Article 12 Section 7(A) of the agreement at the institution with the vacancy.

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ARTICLE 13 - DIFFERENTIALS

Section 1. Shift Differentials.

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

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

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

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

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

Section 2. Bilingual Differential.

- A. When formally assigned in writing, an employee assigned to interpret to or from another language to English will receive a differential of five percent (5%) over the base rate per month. Employees will be required to pass an Agency standardized test at seventy-five percent (75%) to become or remain eligible for this differential. Employees will not lose bilingual pay until the Agency has implemented and offered the standardized test and fail the examination or meet conditions under subsection (c).
- B. The Agency shall pay for the cost for the employee taking the initial test. If the employee does not pass the test and the employee wishes to retake the test, the employee will pay for the cost of the test.

- C. Bilingual assignments will be reviewed at each Institution's shift bid to determine the Institution's need for each shift. Employees can file a memorandum of interest for an assignment on a specific shift and the Institution shall select the employee able to meet the Institution's needs.

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

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

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

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

- B. Members of the TERT/CNT Team shall have a premium of four percent (4%) per month added to their base wages. SFFC staff may apply and be considered for TERT team membership.
- C. Custody employees assigned in writing as Basic Corrections Certification FTOs (Field Training Officers) shall have a premium of four percent (4%) per month added to their base wages.
1. Field Training Officer assignments will be reviewed at each Institution's shift bid to determine the Institution's need for each shift. Employees can file a memorandum of interest for an assignment on a specific shift and the Institution shall select the employee for the assignment.
- D. Differentials in Sections B and C do not pyramid.

Section 4. Institution Staff Deployment (ISD).

Security staff who bid or were assigned to variable relief slots shall receive a six percent (6%) premium differential. Corrections professionals staff may be considered for and assigned to receive an ISD differential where multi-shift/seven (7)-day coverage is required. In such cases, corrections professionals staff assigned are subject to changes in their regularly scheduled shift and/or days off. Employees receiving this differential shall not be eligible for penalty pay provisions.

Section 5. Housing Allowance for Chaplains.

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

Section 6. DOC Corrections Professionals Employees.

Security Differential. Security differential points will be awarded to eligible employees. Eligible employees are those employees assigned to Department of Corrections corrections professionals

classifications who perform various levels of security and/or custody duties. Each point is worth thirteen dollars and twenty-five cents (\$13.25).

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

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

- C. Employees occupying positions classified as Office Specialist 1 and Office Specialist 2 at the Oregon State Penitentiary working in the mailroom shall be eligible for security differential points consistent with other similarly situated agency employees.

Section 7. Institution Registered Nurses.

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

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

Section 8. Physical Plant Differential.

Employees in the classification of Facility Energy Technician 2 (4033) or Facility Maintenance

Specialist (4012) shall be paid a differential of five percent (5%) above their base rate of pay when duties are assigned in writing which require a Limited Maintenance Electrician license.

Section 9. Safety Committee Differential.

As a result of Safety Managers positions being eliminated in the Agency and the reassignment of safety duties, effective on the first (1st) of the month following the effective date of the Agreement, the Chair, Vice Chair and Secretary of an Institution Safety Committee assigned to the Safety Committee shall receive a two and one half percent (2.5%) above their straight time rate of pay.

Section 10. Commercial Drivers License (CDL) Differential (OSP Only)

Security staff who possess a CDL and where the Agency assigns those security staff to use their CDL to perform assigned duties on behalf of the Agency will earn a five percent (5%) monthly differential above his/her base pay rate. OSP may review its operational needs for staff every six (6) months.

Section 11. RN Leadwork Differential (OSP Only).

An RN will be assigned by the Institution to serve as a leadworker every shift who shall receive leadwork differential pursuant to [Article 17 \(Leadwork Differential\)](#) of this Agreement. In the absence of a leadworker, a supervisor shall perform the leadworker duties,

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ARTICLE 14 - CALL BACK AND REPORTING PAY

Section 1. Call Back.

- A. An employee who is called back to work outside his/her regular shift will receive overtime compensation in accordance with the overtime Article in this Agreement for hours actually worked, but in no event will the employee be paid less than two and sixty-seven one-hundredths (2.67) hours at the overtime rate of pay.
- B. This provision will not apply when call back results from employee oversight, e.g., taking home necessary keys, equipment necessary at the Institution, etc. This provision does not prevent the Employer from calling employees for information not requiring call back. The employee would not be required to remain home or available unless on standby.
- C. If previously unscheduled involuntary call back will cause an employee a personal hardship, such as difficulty in finding child care, the employee shall be afforded a reasonable amount of time to report to duty.

Section 2. Reporting Pay.

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

ARTICLE 15 - ON-CALL/STANDBY

Section 1. On-Call.

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

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

Section 2. Standby.

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

Section 3.

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

Section 4.

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

Section 5.

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

ARTICLE 16 - WORK OUT OF CLASSIFICATION

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

- A. Assignments of work out of classification shall not be made in a manner which will subvert or circumvent the administration of this Article.
- B. The higher class work will be entered into the employee's personnel file and shall be used for annual performance appraisals and will be taken into consideration by supervisors during promotional merit ratings.
- C. Employees shall not be removed from a work out of classification assignment solely to avoid the payment of work out of class pay.
- D. An employee who applies for a promotion within the same classification in which he/she is currently working out of class and the employee is performing the same higher level duties for which he/she had made application for promotion, will not be invited to the first round of interviews but will instead automatically move to the second round of interviews should there be a second round of interviews.

- E. Upon request, an employee who is not selected for a promotion for which he/she applied, may meet with the designated Agency management representative involved in the selection process to obtain feedback on his/her not being selected.

Section 5.

For Corrections Professionals, work out of classification pay pending reclassification refer to Article 38 (Reclassification) of this Agreement.

ARTICLE 17 - LEAD WORK DIFFERENTIAL

Section 1.

Lead work differential shall be defined as a differential for employees who have been formally assigned by their supervisor, in writing, "lead work" duties over three (3) or more employees in their classification or salary range for ten (10) consecutive calendar days or more or eighty (80) consecutive regular hours or more. Lead work is where, on a recurring daily basis, while performing essentially the same duties as the workers led, the employee has been directed to perform substantially all of the following functions: to orient new employees, if appropriate; assign and reassign tasks to accomplish prescribed work efficiently; give direction to workers concerning work procedures; transmit established standards of performance to workers; review work of employees for conformance to standards; and provide informal assessment of workers' performance to the supervisor. All lead work assignments exceeding one (1) calendar work day shall be in writing delivered to the affected employee at the time the assignment is made.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

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

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

ARTICLE 18 - PER DIEM/MILEAGE/MOVING ALLOWANCE

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

ARTICLE 19 - INSURANCE

Section 1.

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

The contribution for eligible participating part-time employees with eighty (80) or more hours paid time for the month the Employer shall contribute a prorated amount of the contribution for full-time employees unless otherwise required by law. This prorated contribution shall be prorated based on the ratio of paid regular hours to full-time hours to the nearest full percent.

Section 2. Plan Years 2018 and 2019.

- A. For Plan Years 2018 and 2019 the Employer will pay ninety-five percent (95%) and the employee will pay five percent (5%) of the monthly premium rate for PEBB health, vision, dental and basic insurance benefits.
- B. For employees who enroll in medical plan that is at least ten percent (10%) lower in cost than the monthly premium rate for the highest cost plan available to the majority of employees, the Employer shall pay ninety-nine percent (99%) of the monthly premium for PEBB health, vision, dental and basic life insurance benefits and the employee shall pay one percent (1%).

Section 3. Liability in Civil Suits.

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

Section 4. Reimbursement for Expenses in Criminal Cases.

If an employee faces criminal charges arising out of the course and scope of his employment and the

employee is acquitted of those charges, the employer shall reimburse the employee for all reasonable expenses connected with the defense of the employee's lawsuit. This Section shall not apply if the employee is terminated for such conduct and the termination is ultimately upheld through the grievance arbitration process.

REV: 2017

ARTICLE 20 - HOLIDAYS

Section 1.

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

- A. New Year's Day on January 1;
- B. Martin Luther King, Jr.'s Birthday on the third Monday in January;
- C. President's Birthday on the third Monday in February;
- D. Memorial Day on the last Monday in May;
- E. Independence Day on July 4;
- F. Labor Day on the first Monday in September;
- G. Veterans' Day on November 11;
- H. Thanksgiving Day on the fourth Thursday in November;
- I. Christmas Day on December 25;
- J. Every day appointed by the Governor of the State of Oregon as a holiday and every day appointed by the President of the United States as a day of mourning, rejoicing, or other special observance only when the Governor also appoints that day as a holiday.

Section 2.

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

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

Section 3.

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

Section 4.

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

Section 5.

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

ARTICLE 21 - VACATION LEAVE

Section 1.

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

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

- B. An additional eight (8) hours of vacation leave, on July 1 of each year, shall be accrued by each full-time employee if the employee is employed as of July 1 of each year. Trial service employees will not be eligible to use this leave until the employee completes trial service.
- C. In addition, in lieu of a paid holiday on the Friday after Thanksgiving, employees on the active payroll as of November 1 of each year shall receive an additional twelve (12) hours of vacation hours added to their balance.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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 7.

Vacation hours may accumulate to a maximum of three hundred fifty (350) hours of which only three hundred (300) hours are compensable pursuant to Section 11(A). Subject to other provisions of this Article, hours earned over three hundred fifty (350) hours will be immediately lost to the employee if the equivalent of those hours is not used prior to the month of maximum accrual.

Section 8.

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

Section 9.

- A. Vacation bidding will be conducted on an annual basis. Each facility management team will establish the vacation slots available for the calendar year allowing for required training time for custody employees.
- B. Employees shall select their vacation weeks on the basis of their seniority in the Oregon Department of Corrections with Sergeants, Corporals and Correctional Officers being considered as one (1) classification for this purpose.
- C. Each institution will schedule vacation bidding at their usual time.
- D. During the annual vacation bid process, employees may place bids for as many one (1) week blocks

of time as they desire. However, employees will not be allowed to bid for vacation slots if they will not have the necessary accrued hours at the time of the requested days off. Those blocks of time requested can be in non-consecutive weeks.

- E. OSP, MCCF, SFFC and OSCI will each bid separately.
- F. In addition to the language in Article 21 (Vacation Leave) on vacation scheduling, and subject to Institution management establishing the number of vacation slots, custody employees shall select their vacation weeks on the basis of their seniority in the Agency with Sergeants, Corporals and Corrections Officers being considered as one (1) classification for this purpose as provided for below:

<u>Years of Service</u>	<u>Number of Weeks</u>
After 15 years	Unlimited
After 10 through 15 years	4
After 3 through 10 years	3
0 through 3 years	2

If open slots exist after the initial bid cycle, those slots will be available by staff submitting memos. Custody employees may bid for as many of the remaining vacation weeks as the employee wishes to have. The second round of bidding will occur no later than ten (10) working days after completion of the first round.,

- G. Corrections Professionals staff shall continue to bid for their vacation based upon past practice.
- H. The Employer and the Association will work cooperatively where the Employer will rearrange the vacation slots so that there is a reasonable amount of additional slots during prime vacationing time.

Section 10.

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

- A. That employees shall have their vacation time up to two hundred fifty (250) hours paid when they are separated, laid off, terminated or take educational leave without pay in excess of thirty (30) days;
- B. As provided for set-off of damages or misappropriation of State property or equipment on termination;
- C. To avoid losing vacation, the Employer may schedule the employee who has accrued three hundred twenty (320) hours to take vacation or make a cash payment in lieu of scheduling.
- D. Employees may request vacation days off outside of the annual vacation bid window on a first-come, first-served basis no more than ninety (90) days prior to the requested time. Such requests will be responded to no less than seven (7) days prior to the requested time. If two (2) or more employees,

on the same day, request the same period of time and the matter cannot be resolved by agreement of the parties concerned, the employee having the greatest length of State service shall be granted the time; however, this tie breaking seniority may be exercised only once in any calendar year. An employee may not use his/her seniority to bump an employee out of their Section 10 bid vacation under this Section.

Section 11.

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

Section 12.

- A. Staff will be given a specific time and date based upon DOC seniority in which to take place a vacation bid. The "window" will be thirty (30) minutes in length. This list will be posted thirty (30) days in advance of the bidding process. If an employee does not bid in their assigned "window" they may bid anytime afterwards during this process for those remaining open slots.
- B. If an employee desires to turn in a vacation slot, management will open that vacancy to rebid the vacant slot unless there is a valid cause not to do so. The bid period shall be open for seven (7) calendar days. The slot will be awarded based on DOC seniority in the following order: first preference goes to employees who have not previously had the opportunity to exercise their seniority to obtain a vacation slot, then to all employees who request the slot. Employees who chose not to bid will be considered to have had the opportunity to exercise their seniority to obtain a vacation slot. Employees may only exercise their seniority under this section once per vacation bid cycle. If the slot is returned less than thirty (30) days prior to the date of the vacation slot, this time will be utilized for single days off subject to first-come, first-served basis.

Section 13.

In addition to section 10(c) of the Agreement, Corrections Officers, Corporals and Sergeants may cash out up to a maximum of one hundred sixty (160) hours of accrued vacation annually under the following conditions:

- 1. Employees must have regular status at the time of the request to cash out vacation hours.
- 2. Employees may cash out forty (40), eighty (80), one hundred twenty (120) or one hundred sixty (160) hours. No other increments of time are allowed.
- 3. Employees must have forty (40) hours of accrued vacation hours remaining after the time of cash out.
- 4. Requests to cash out each year must be submitted between January 1 and October 15 of each year. Employees may cash out up to three (3) times per year, up to a maximum of one hundred sixty (160) hours. There shall be no more than one (1) request per quarter and each

request must be submitted to his/her supervisor by the 15th of the applicable month of the request.

5. Payment shall be at the employee's straight time rate of pay.

REV: 2017

ARTICLE 22 - SICK LEAVE WITH PAY

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

Salary paid for a period of sick leave resulting from a condition incurred on the job and also covered by Workers' Compensation, shall be equal to the difference between the Workers' Compensation for lost

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

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

1. Continue vacation and sick leave accrual while on time loss. Accrued vacation leave shall not exceed three hundred twenty (320) hours.
2. Where the employee is off work due to a serious physical injury directly inflicted by an inmate and the employee's attending physician certifies that the employee cannot perform his/her regular duties or modified work, the DOC Director or designee, shall approve the employee to receive supplemental pay in addition to the employee's worker's comp benefit which shall be equal to the regular salary rate (i.e., the step in the salary range at which the employee is paid) for the first forty-five (45) days of such leave. The DOC Director or designee, at his/her discretion, may continue approving the employee to receive supplemental pay in addition to the employee's worker's comp benefit which shall be equal to the regular salary rate (i.e., the step in the salary range at which the employee is paid) for the next one hundred thirty-five (135) days. After the first one hundred eighty (180) calendar days of such time loss in any rolling twelve month period, the supplemental pay shall end and the employee shall have the option of sick leave proration use as noted under Section 6. To be approved for this supplemental pay benefit, the employee must have been acting within the course and scope of his/her assignment when assaulted. Time loss resulting from stress related disabilities shall not be eligible for this supplemental benefit. Where the time loss exceeds forty-five (45) calendar days, the department may require the employee be evaluated by the department's independent medical examiner to assess the ongoing need for the time off.
3. Upon request, the Agency will pay up to three (3) days of administrative paid leave for the employee following a serious physical injury inflicted by an inmate under the following conditions:
 - a. The employee seeks medical care within forty-eight (48) hours of being injured or there is a doctor's certificate the medical treatment was a result of an injury.
 - b. The claim must be for a period of less than fourteen (14) days.
 - c. The employee's attending physician certifies that the employee can not work.

Section 6.

- A. If an employee's sick leave accrual should become exhausted, the employee may, before using any accrued vacation or compensatory time off, request to use such leave provided the employee submits

a leave slip and has a discussion with their supervisor. The request shall not be denied without valid cause or the employee is on a current written notice for attendance problems.

- B. Employees on authorized FMLA/OFLA leave may elect to use leave without pay if they are covered by short- or long-term disability insurance. Employees not electing to use short- or long-term disability insurance or employees without that coverage shall use accrued paid leave (sick leave, vacation leave, compensatory time off) until such accrued paid time is exhausted. Employees may elect to leave up to sixty (60) total hours in their sick leave and/or vacation account for use following their return to work. However, employees may not reserve accrued paid leave when on intermittent or reduced schedule leave. An employee may be approved to leave up to eighty (80) hours of vacation leave to cover pre-approved vacation. Upon exhausting all accrued paid leave, or leave down to sixty (60) hours, the employee will be placed on leave without pay until FMLA/OFLA ends. Employees will notify the Agency which paid leave will be used. Employees will be able to choose which specific accrued paid leave to use in a consecutive block of time and, once selected, the employee must exhaust that particular accrued paid leave amount before being able to use any other accrued paid leave. A “consecutive block of time” shall be either all paid leave in that account (sick, vacation, or comp time off) or the designation of a specified number of hours, up to sixty (60) hours. If the employee does not inform the Agency within seven (7) days of which type of accrued paid leave he/she wishes to use, the Agency shall designate the employee to use accrued sick leave consistent with state and federal law until that accrued paid leave is exhausted. Thereafter, the employee may select which accrued paid leave to use, if any. If the employee does not have accrued sick leave available, then the Agency shall be authorized to designate the use of the employee’s accrued vacation hours until these hours are exhausted.

Section 7.

Employees who have to miss work due to a death of a member of their immediate family, or their spouse's or domestic partner's immediate family as defined in section 4 of this Article and which includes aunt, uncle, nephew and niece, shall be entitled to forty (40) hours per calendar year for funeral leave, without loss of pay or benefits. Thereafter, the employee's funeral leave time shall be deducted from the employee's accumulated sick time. Bereavement leave under this section shall run concurrently with OFLA when applicable. The Agency shall notify the employee when OFLA is running concurrently with bereavement leave.

Section 8.

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

Section 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 or qualified intermittent illness or injury or while attending a family member suffering from an illness or injury.

Hardship leave donations will be administered under the following stipulations and the terms of this Agreement shall be strictly enforced with no exceptions:

- A. Donating employees must have completed initial trial service with the State.
- B. The Agency shall not assume any tax liabilities that would otherwise accrue to the employee.
- C. Use of donated leave shall be consistent with the other sections of this Article.
- D. Applications for hardship leave shall be in writing and sent to the Agency's Human Resources Section accompanied by the treating physician's written statement certifying the illness or injury. Donated leave may be used intermittently. Such application must be no later than the month during which all paid leave is exhausted. However, in no instances will applications be accepted following an employee's return to work.
- E. Accumulated leave includes but is not limited to sick, vacation, personal and compensatory leave accruals.
- F. Donations shall be credited to the recipient's sick leave account. Donated vacation hours are converted to a dollar amount based on the donor's regular hourly rate of pay, and credited to the recipient based on the recipient's current regular hourly rate of pay. Donations shall be in amounts of no less than two (2) hours. Recipients will be allowed to keep forty (40) hours of donated leave for future sick leave use after they return to work. All other unused donated leave will not be deducted from the donor's vacation account.

In non-FMLA situations, donations shall be credited at the donor's current regular hourly rate of pay.

- G. Donated hours shall be converted and credited to the recipient's account only as needed for the period of recuperation. Any unused donated hours will not be deducted from the donor's account.
- H.
 - (1) Employees on parental leave for other than a pregnancy related disability are not eligible to receive donations under this Agreement.
 - (2) Employees eligible for or receiving workers compensation time loss payments may receive donated leave if:
 - (a) The Employee meets all of the eligibility requirements outlined in Section 9 of this article to receive donated leave.
 - (b) Pursuant to Section 5 of this Article, the use of donated leave payments to the employee shall be equal to the difference between the workers compensation time loss payment for lost time and the employee's regular salary.

- (c) If SAIF determines the employee has been overpaid as result of receiving donated leave in excess of what has been determined in Section 5, the employee will be financially responsible for any overpayments back to SAIF. The Agency shall not have any financial liability for any overpayments the employee has received from SAIF.
- (3) Employees eligible for or receiving disability payments may receive donated leave provided all of the following requirements are met:
 - (a) Meets the criteria to receive donated leave under Section 9 of this Article.
 - (b) The employee is solely responsible for any representations made to the insurance company/PERS and Agency.
 - (c) Any overpayments or tax consequences will be the sole responsibility of the employee. The Agency will have no liability or be required to pay for any overpayments.
 - (d) If the insurance company/PERS disallows employees receiving donated leave while receiving disability insurance payments, then this Section will be null and void.
 - (e) The Agency will not be liable for paying any monies to the employee if the disability insurance company reduces its disability payment as a result of the employee using donated leave.
- I. For recipient employees on trial service, time spent by the recipient on donated hardship leave shall not count toward completion of his/her trial service period nor toward the salary eligibility date for a step pay increase. When the recipient is released to return to duty, the end of trial service date and salary eligibility date will be adjusted by the period of the donated hardship leave taken.

REV: 2017

ARTICLE 23 - SICK LEAVE WITHOUT PAY

Section 1.

- A. 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 six (6) months 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 six (6) months but not exceeding a total of one (1) year from the date of the original approval for sick leave without pay

must be approved by the appointing authority. The appointing authority shall require that the employee submit a certificate from the attending physician or practitioner in verification of disability resulting from job-incurred or non-job-incurred injury or illness for each request made. Any cost associated with the supplying of a certificate concerning a job-incurred injury or illness that is not covered by Workers' Compensation benefits shall be borne by the Agency.

- B. Employees on unprotected leave without pay under this article shall not be eligible to bid for shifts/days off and vacation.

Section 2.

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

Section 3.

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

ARTICLE 24 - INCLEMENT CONDITIONS

(Excludes Correctional Officer Series)

Section 1.

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

Section 2.

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

Section 3.

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

ARTICLE 25 - LEAVES WITH PAY

Section 1. Service with a jury.

The employee, upon request from the Employer, will pay any money paid by the court for serving on jury to the Employer. An employee who has jury duty will be assigned to day shift for the length of time the employee is on jury duty, if it is necessary to do so for the jury service. Jury service shall be considered time worked for all hours that occur during an employee's shift.

Section 2.

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

Leave of absence with pay shall be granted for a required appearance before a court as a witness in response to a subpoena for matters not relating to the employee's officially assigned duties so long as the employee is not a party to the action. Employees shall be granted leave with pay for reasonable travel time to/from court and for the period of time required to remain in court to testify. Upon receipt, employees will provide documentation to the Employer to validate the appearance.

Section 3.

Leave of absence with pay shall be granted for taking part without pay in a search and rescue operation at the specific request of any law enforcement agency, the Administrator of the Board of Aeronautics, the United States Forest Service or any other local organization of civil defense for a period of no more than five (5) working days per operation. The employee shall be placed on leave with pay only when participation in a search and rescue operation is during the employee's regularly scheduled shift.

Section 4.

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

Section 5.

An employee may be granted educational leave in which the Agency may defray a part or all of the cost, either through allotment or payment of salary. Such leave shall be granted only when the benefits to be realized by the State will outweigh the cost and inconvenience to the State. Each request for leave must be approved by the Administrator who normally shall not approve such leave for more than one (1) year. Vacation leave shall not accrue during an educational leave with pay, the duration of which exceeds fifteen (15) calendar days.

Section 6. Job Interview Leave.

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

ARTICLE 26 - LEAVE OF ABSENCE WITHOUT PAY

Section 1.

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

Section 2.

In instances where the work of an Agency shall not be genuinely handicapped by the temporary absence of an employee, the employee shall be granted a leave of absence without pay or educational leave without pay. Employees on unprotected leave without pay under this section shall not be eligible to bid shift/days off and vacation.

Section 3.

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

Section 4.

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

ARTICLE 27 - PRE-RETIREMENT COUNSELING LEAVE

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

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

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

ARTICLE 28 - WORKING CONDITIONS

Section 1. Work Week.

- A. The workweek shall begin at 12:01 a.m. Sunday and end at 12:00 midnight the following Saturday. All permanent full-time employees in the unit shall be scheduled for five (5) shifts of eight (8) hours with two (2) consecutive days off within each workweek or four (4) shifts of ten (10) hours with

three (3) consecutive days off within each workweek, or a twelve (12)-hour workday with a schedule in which the employee works three (3) twelve (12)-hour days followed by four (4) days off, three (3) twelve (12)-hour days followed by four (4) days off and then four (4) twelve (12)-hour days followed by three (3) days off. For the twelve (12)-hour schedule, the Employer adopts a twenty-one (21)-day 7-K FLSA exemption starting the first day the twelve (12)-hour shift begins. Saturday and Sunday will be considered as consecutive days off within the workweek.

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

Section 2. Working Hours.

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

Section 3. Work Schedule.

- A. Schedules showing each employee's shift, work days, and hours shall be posted in the appropriate work unit at all times. Except for emergency situations, external contract work, fire crew response or as mutually agreed, the Employer will provide seven (7) days notice of changes in work schedules.
- B. Except as noted in subsection (c) below, corrections professionals currently working an Institution/functional unit approved work schedule that is an eight (8) hour daily shift without an unpaid meal period may continue to do so unless revoked by the Institution/functional unit upon seven (7) calendar days prior written notice. If the employee revokes the schedule, the Institution/functional unit shall not suffer any overtime, shift change penalty pay or other premium pay penalties.
- C. Except for Institutional RN's, Health Services Technicians or any other corrections professionals employees who bid shift/days off, Corrections professional employee desiring to work a schedule without an unpaid meal period for a period of not less than thirty (30) consecutive calendar days

shall make the request in writing to his/her immediate supervisor. The supervisor shall review the request and approve or deny the request based on operating needs. The supervisor's decision shall not be subject to the grievance procedure. The Institution/functional unit may revoke the schedule without an unpaid meal period upon seven (7) calendar days prior written notice. If the corrections professional employee revokes the schedule, the Institution/functional unit shall not suffer any overtime, shift change penalty pay or other premium pay penalties.

- D. Where there is a conflict between subsection (b) and (c) and Section 2 and 4 of this article as it pertains to meal periods, subsection (b) and (c) will prevail.
- E. An employee who occupies a position as a Boiler Operator or Food Service Coordinator shall be required to work an eight (8) hour shift without an unpaid meal period.

Section 4. Meal Periods.

A meal period shall be allowed for each employee between the third (3rd) and fifth (5th) hours of the shift, as work permits. This period shall begin upon the employee's passage through the Facility Main Control Center and shall end upon return to the Facility Main Control Center. A reasonable meal period shall be allowed at the conclusion of a regular shift when an employee is required to work overtime. The Employer shall furnish the meal, and the time shall count as time worked. Employees who are not relieved from their work assignment, and are required to remain in their work area while eating, shall have such time counted as time worked. In no instance shall an employee be required to use a meal period in excess of one (1) hour.

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

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

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

Section 5. Clean-up Time in Institution.

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

Section 6. Seniority.

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

Section 7. Shift and Time Off Bidding.

- A. Regular status employees in the Correctional Officer series may bid for shifts and days off on a schedule posted by the Employer at their institution on the basis of their classification seniority as defined in Article 39. Employees on unprotected leave without pay under Article 23 or 26 shall not be eligible to bid shifts/days off. Regular status employees in the Correctional Officer series who have requested consideration for and met the DOC rule criteria to be assigned within Special Housing Units shall be placed on the approved bidding list and allowed to bid into positions in Special Housing at OSP (DSU, MHI, and IMU) and to positions at OSCI in Unit 5 may bid within those work units for shifts and days off on a schedule posted by the Employer at the work unit on the basis of their classification seniority as defined in Article 39. The manner of bidding will be consistent with the method spelled out in paragraph E of this Section.
- B. Shift and time off schedule bidding shall apply to all bargaining unit work sections, except Education Services. In the case of the South Fork Forest Camp (SFFC), employees working at SFFC at the effective date of the agreement (hereinafter called 'red-lined' employees) will bid on the basis of their classification seniority for the time they have been assigned to SFFC. Employees transferring to SFFC after the effective date of the agreement will bid on the basis of their classification seniority below all of the 'red-lined' employees. Once the last 'red-lined' employee leaves SFFC all staff will begin to bid on the basis of their classification seniority as defined in Article 39.
- C. The new shift and time off schedules shall be assigned to the senior employee placing the bid. Ties shall be decided by drawing lots. The finalized schedules shall be posted at the work section no less than seven (7) days before the starting date for the new schedules.
- D. Training assignments shall be listed on each bid schedule as exempt from the bidding process.
- E. All affected employees, after placing two (2) successful and consecutive bids on the same shift/days off and working on such shift/days off for two (2) consecutive six (6) month periods, may remain on such shift/days off without placing any further bids unless out bid by a senior employee. Employees remaining on their shift/days off under this section without bidding will be considered to have placed a bid.
- F. Employees who are involuntarily reassigned shall retain their shift and days off. If that is not feasible, management will make reasonable attempts to maintain the employee's shift and days off or close proximity of shift and days. The employee shall retain their previous bid vacation.
- G. If a previously bid slot becomes vacant, the vacancy will be posted and all employees can notify management of their interest within seven (7) days. Management will assign the most senior person who is qualified. An employee may only be granted one (1) reassignment under this section per

shift bid. If, after a reasonable time, no employee has bid for the vacancy, then management may assign that vacancy to the least senior employee or an employee who has not bid a scheduled shift and days off. A vacant post is defined as when an employee permanently leaves or is permanently removed from the post through resignation, transfer, Special Housing Evaluation Committee removal, retirement, promotion, demotion, termination, death, or where an employee has given notice that he/she will be absent from, or has been absent from, his/her post for forty five (45) days or longer within the current bid cycle. Management shall post the vacancy within seven (7) days of receipt of the notice of the vacancy.

If an employee returns from his/her approved absence before the projected return date, the employee will be returned to their previous assigned post and any employee that was reassigned as a result to fill the vacant post will revert back to their previously assigned post. Reassignments of this kind are not subject to the seven (7) day notice requirement or any penalty pay.

- H. Employees will bid for a six (6) to twelve (12) month cycle to commence on or about August and February of each year. The Employer shall post notice of proposed six (6) to twelve (12) month rotation of shift and time off schedules and a seniority roster at the work unit thirty (30) days in advance of the bid. A list of employees selected for assignment to special housing and who are eligible to bid will also be posted within the same time frame. The Employer shall also designate for each employee a thirty (30) minute time slot in order of their classification seniority during which the employee will bid for their shift and days off. If an employee does not bid within the thirty (30) minute time slot the employee will lose the right to bid by seniority; however, the employee may submit a belated bid, which will be recognized as of the time the bid is received and shall have seniority over employees who have not yet bid for a shift and days off. An employee may bid in person, or by calling by telephone to a designated person. The employees will bid by signing on the bid document for one slot, with the shifts and days off that the employee desires. The bid shall address only shift and days off. All bids must be in writing, signed by the employee, and numbered by preference if the employee is bidding by proxy. Employees bidding by proxy will be limited to three (3) bids. Once a bid is placed it is irrevocable. The mechanics of the bidding procedure shall be determined by the Employer. Employees on leave in the bidding period may submit proxy bids in advance to the work section supervisor. All employees, except for those on trial service may bid.
- I.
 - a) The Institution/functional unit work section manager or designee will provide the Association President or local designee notice of proposed schedule changes to start/stop times and days off before the bid. If the Institution/functional unit and Association do not resolve the proposed schedule changes, either the Employer or Association may initiate fifteen (15) calendar days of bargaining through a written demand to bargain which is delivered to the other party. If no agreement is reached after fifteen (15) calendar days, either party may initiate arbitration pursuant to the procedures outlined in the PECBA.

- b) The parties agree to waive the ninety (90) day period of bargaining and use of mediation under ORS 243.698 et.seq. and reduce the period of bargaining to fifteen (15) calendar days on the single issue of start/stop times and days off for proposed schedule changes. The Institution/functional unit will not implement the proposed schedule changes until receipt of the arbitration award or if there is an agreement reached before the award is issued.

Section 8. Security Consideration.

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

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

Section 9. Time Trades.

- A. Employees shall notify the Employer if they wish to make a time trade with another employee of the same classification. Time trades shall not be unreasonably denied. Time trades may be denied where either employee is not trained for the work assignment being exchanged. The Employer shall incur no overtime penalties or liabilities as a result of time trades. The employees are individually responsible to ensure that the time trade occurs as approved. The employee who fails to complete the trade as approved shall be charged with leave without pay, unless use of other leave is approved by the employee's supervisor.
- B. All time trades shall be completed within the current bid cycle.
- C. At SFFC, staff who fail to complete two (2) trades in six (6) months will not be allowed to make a time trade for sixty (60) days. Another failure to complete two (2) trades in six (6) months will result in no time trades for that staff for one hundred twenty (120) days.

Section 10. Corrections Professionals Bidding.

- A. Corrections professionals employees whose classification has shift work such as nurses, shall be able to bid for shifts in the same manner as correctional officer series officers bid for their shifts.
- B. The relief Food Service Coordinator shift at MCCF shall revert to its prior five (5) day eight (8) hour schedule except that vacation relief shift shall be a 7 am – 3 pm base shift.

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

- A. Daylight Savings to Standard Time. An employee who is eligible for overtime compensation and whose scheduled shift includes one (1) additional hour due to change from daylight savings to standard time shall be compensated for one (1) hour at the overtime rate for the additional hour.

- B. Standard to Daylight Savings Time. An employee whose scheduled shift is short one (1) hour due to the change of time may, upon request, work the final hour of the regular shift, use vacation, comp time or other appropriate leave to cover the final hour or use approved leave without pay to cover the final hour.

REV: 2017

ARTICLE 29 - UNIFORMS AND PROTECTIVE CLOTHING

Section 1. Institutional Uniforms.

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

Section 2. Clothing Allowance.

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

Section 3. Damage to Personal Clothing.

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

Section 4. Boot Reimbursement

- A. The following employees shall be eligible for a two hundred dollar (\$200) per fiscal year boot reimbursement or purchase order for: Food Services Staff, Physical Plant, Electricians, Warehouse and Commissary Workers, permanently assigned work crew supervisors and, TERT team members: three hundred fifty dollars (\$350) once every three (3) years.

Corrections Officers, Corporals and Sergeants shall be eligible to receive reimbursement for up to two hundred dollars (\$200) or purchase order per biennium in receipted costs for black leather rounded toe boots that meet all of the requirements contained in Agency Policy 20.1.6 (Footwear).

- B. Employees must provide the Institution with a receipt and completed Non Travel Reimbursement Form in order to receive reimbursement.
- C. Fiscal year boot reimbursement shall not be paid if an employee receives a boot reimbursement/allowance from another outside Agency or Department of Corrections for approved

foot protection during the preceding fiscal year except for fire boots provided under Letter of Agreement. Employees receiving such payments must notify their supervisor.

- D. All footwear above is subject to replacement at the discretion of the Functional Unit Manager prior to the scheduled reimbursement.

REV: 2017

ARTICLE 30 – LAYOFF

Section 1. Procedure Before Layoffs.

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

Section 2. Procedure During Layoff.

- 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 of the layoff, stating the reason for the layoff. Any employee who is given notice of layoff may file a written request to exercise an option in lieu of layoff with the Agency within seven (7) calendar days of receipt of notice of layoff.
- B. All part-time employees including job share, shall be laid off before any full-time employee is laid off from that classification, within the institution where the positions are being abolished.
- C. Employees shall be laid off by classification. Employees shall be laid off in inverse order of their classification seniority as defined in Article 39. If there is a multi-institution tie in seniority it shall be broken by drawing lots. The positions to be eliminated and classification(s) to be affected shall be identified by the Agency at the time the layoff is declared.
- D. All Association represented vacant positions the Agency intends to fill shall have zero (0) seniority.
- E. Upon the effective date of layoff, an equivalent number of temporary appointments will be ended within the same classification in which the layoff is taking place and will be offered to laid off employees if such appointments are available.

Section 3. Layoff Procedure if Institution Closure

In the event of an institution closure, the Agency shall provide all employees at the institution with notice that the facility is closing. This notice shall include the possibility of transfer, bumping, and layoffs.

Employees shall be provided a minimum of seven (7) calendar days to evaluate their options.

A. Security Staff. Seven (7) days after the notice of closures are provided to staff, the Agency and Association shall meet individually with Sergeants at the affected facility, in order of classification seniority, to receive the Sergeant's election. Sergeants shall elect from the following options:

1. Voluntarily accept a layoff and be placed on the recall list;
2. Elect to transfer to another institution where the Sergeant has greater classification seniority than another Sergeant; or
3. Bump down to any lower salary range classification in which the Sergeant would have previously accumulated classification seniority if the Sergeant has greater seniority than another employee in that lower classification.

In the event of bumping under option 3, the Sergeant may utilize his/her employment seniority as compared to the classification seniority of those employees in the lower paid classification. Any employee who bumps down to a lower salary range classification may request at that time to be paid for all accrued compensatory time at the rate it was being earned prior to the bumping in lieu of layoff.

In the event a Sergeant exercises option 2 above, the Sergeant with the least classification seniority at the receiving institution shall have the same three (3) options above. If that Sergeant has the least classification seniority in their classification, they shall be laid off, unless they exercise their bumping rights as explained in option 3 above.

At the conclusion of the Sergeant election process, the Agency and Association shall repeat the process with Corporals. At the conclusion of the Corporal election, the parties shall repeat the process with Officers.

B. Corrections Professionals staff. The above process shall be used for Corrections Professionals staff at the institution, beginning with the highest salary range classification. In the event of bumping, the employee must meet the minimum and any special qualifications of the position and be able to perform the essential functions of the position within thirty (30) days.

Section 4. Layoff Procedure if Position Elimination.

In the event of position elimination(s) at an institution, the affected employee(s) shall elect from the three (3) options in Section 3 above. If the employee has the least classification seniority in their classification, they shall be laid off, unless they exercise their bumping rights as explained in Section 3.A.3 above.

Section 5. Recall Procedure.

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

An employee will remain eligible for recall for two (2) years from the effective date an employee is laid off. After two (2) years, an employee who wishes to remain on the recall list must notify the Agency by certified mail, return receipt requested, that they wish to remain on the recall list for an additional two (2) years.

Section 6. Involuntary Transfers

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

Section 7. Return of Classified Service.

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

Section 8. Moving Allowances.

The Agency will not be required to pay for any moves associated with transfer, bumping or return from a layoff list.

ARTICLE 31 - SAFETY AND HEALTH

Section 1.

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

Section 2.

- A. If an employee claims that an assigned job or equipment is unsafe or might unduly endanger his/her health and, for that reason refuses to do the job, the employee shall immediately give specific reason(s) to the supervisor. The supervisor shall request an immediate determination by the Agency Safety Representative or, if none is available, a safety representative of the Oregon Occupational Safety and Health Division, as to whether the job or equipment is safe or unsafe. At the discretion

of the Association, an Association staff member and/or authorized Job Representative shall accompany the agency or OR-OSHA representative conducting the safety inspection.

- B. Pending determination provided for in this Section, the employee shall be given suitable work elsewhere, if such work is available. If no suitable work is available, the employee shall be sent home without loss of pay.
- C. Time lost by the employee as a result of any refusal to perform work on the grounds that it is unsafe or might unduly endanger his/her health shall not be paid for by the Employer, unless the employee acted in a reasonable good faith belief in making the claim of unsafe condition.

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

OC/pepper spray shall be distributed to all Physical Plant staff and Food Service Coordinators. Before issuance of pepper spray, the Agency shall provide training to all staff.

ARTICLE 32 - JOB SHARING

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

ARTICLE 33 - STRESS/CAREER COUNSELING

Section 1.

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

Section 2.

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

Section 3.

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

ARTICLE 34 - TRIAL SERVICE

Section 1.

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

Section 2.

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

three (3) month blocks, to a total of twelve (12) months initial trial service, with notice to the affected employee and the association.

Section 3.

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

Section 4.

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

Section 5.

Notwithstanding ORS 240.570, an employee who is removed from his/her position while in promotional trial service in an Agency position shall be reinstated to their former position in the Association's bargaining unit so long as the employee was a regular status Agency employee before the promotion and is currently an Agency employee and has not been charged under ORS 240.555 or is subject to the pre-dismissal process. For purposes of this article, the Agency is defined as the Department of Corrections, which includes the Oregon Corrections Enterprise.

ARTICLE 35 - PROMOTIONS/ADVANCEMENT

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

A. Security Management will issue a notice of promotional interviews for corporal and sergeant positions at least fourteen (14) calendar days prior to the scheduled interview dates. Once the

process is started, the Employer will not change it without giving an additional fourteen (14) days notice. The notice will include:

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

- B. The Employer will issue a notice of promotional interviews for corrections professionals positions in the bargaining unit at least fourteen (14) calendar days prior to the scheduled interview dates. Once the notice has been issued, the Employer will not change it without giving an additional fourteen (14) days notice. If the interview includes examination questions regarding DOC policies, the Employer will list the policies, procedures, or rules that may be covered in the interview.

Section 5.

The interview notice will be emailed, hand delivered or faxed to the attention of the Association President or designee.

Section 6.

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

Section 7.

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

Section 8.

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

ARTICLE 36 - TRAINING/EDUCATION

Section 1.

The Employer will pay incurred tuition/registration and allowable travel, per diem and salary when the Employer directs employees to attend training. Employees may request agency-sponsored training and

will be considered based on job and workload needs and on funding. Available training and educational opportunities will be posted on employee bulletin boards and maintained current.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

ARTICLE 37 - REVIEW OF CLASSIFICATION SERIES

Section 1.

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

Section 2.

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

class specifications. The Employer may implement the salary for a newly created classification during the negotiations. However, no existing employee will have a salary change during the negotiating period.

Section 3.

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

Section 4.

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

Section 5. Position Descriptions.

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

ARTICLE 38 - RECLASSIFICATION PROCEDURE

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

Section 1.

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

Section 2. Position Descriptions.

- A. Individual position descriptions shall be reduced to writing and delineate the duties currently assigned to an employee's position. A dated copy of the position description shall be given to the employee upon assuming the revised position. When the position description is amended it will be reviewed by the human resources manager prior to implementation and a signed copy shall be given to the employee and the Association upon implementation. The individual position description shall be subject to at least an annual review with the employee. Nothing contained herein shall compromise the right or the responsibility of the Agency to assign work consistent with the classification specification.
- B. The Association may otherwise request and shall receive copies of individual position descriptions at cost. Position descriptions provided to the Association per Section A will be at no cost to the Association.

Section 3.

The employee seeking reclassification shall request the employee's current position description and then review it with the employee's immediate supervisor for accuracy. The employee shall receive an

official position description signed by the supervisor within fourteen (14) calendar days of submission to the supervisor, or the employee can proceed to the next step without one.

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

Section 4.

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

Section 5.

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

Section 6.

- A. Should the duties of the position support the proposed reclassification, the Agency shall make the determination whether to seek legislative approval for reclassification or remove the duties. If a reclassification request, as approved, does not receive the necessary legislative approval, the Employer shall immediately change the duties of the employee to conform to the prior classification. An employee who is performing work in a higher classification shall be paid for that work in conformity with the provisions in Article 16.
- B. For Corrections Professionals, once a reclassification has been approved by the Classification/Compensation Unit of the Agency, and its implementation is being held pending permanent financing, the employee shall receive work out of classification pay. The work out of classification pay will be calculated to be the next higher rate of pay in the higher salary range or the first (1st) step in the higher salary range whichever is greater. The effective date for such payment shall be the first (1st) of the month following receipt by the Classification/Compensation Unit's receipt of the request.

Section 7.

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

Section 8.

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

Section 9.

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

Section 10. Reclassification Upward.

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

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ARTICLE 39 - SENIORITY

Section 1. Custody Classifications.

A. Overtime, Layoff & Tie Breaker on Promotion.

1. Classification seniority shall be defined as the time the employee has most recently spent in the employee's current classification. Where ties exist upon hire to a classification, those ties shall be broken by drawing lots and that ranking will apply so long as those employees remain in the classification.
2. Effective on the first of the month after signing of this agreement if an employee returns or is returned to a lower classification in the correctional officer series for a reason other than layoff, the employee's classification seniority shall only include the time previously spent in the lower classification. This shall not be applied to employees who demoted prior to the effective date.
3. Classification seniority for security classifications shall be based on time the employee is in an AOCE-represented classification so long as the DOC-AFSCME Security Agreement places the same limitation on classification seniority in its agreement. The parties further agree that should the DOC-AFSCME Security Agreement change to reflect department-wide classification seniority in all AFSCME represented institutions, the department-wide application will begin again in the AOCE bargaining unit no later than the next agreement. Should individual AFSCME represented institutions reflect department-wide classification seniority in the DOC-AFSCME Security Agreement, then AOCE will acknowledge

department-wide classification seniority for individuals transferring from one of those department-wide classification seniority institutions to an AOCE represented institution.

4. For purposes of promotion, if more than one (1) employee is promoted on the same day to the same classification, AOCE seniority shall be used to break the tie.
5. Employment seniority is defined as the time that the employee has spent employed in the Department of Corrections.
6. Bargaining unit seniority is defined as the time the employee has spent in the bargaining unit.

Section 2. Non Custody Classifications

A. Overtime and Layoff

1) Classification seniority for non custody classifications shall be based on time the employee is in an AOCE represented classification. All corrections professionals employees shall be grandfathered in with their current classification seniority the first of the month following the signing of this agreement. Thereafter, only time in an AOCE represented classification shall be added to classification seniority.

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

Section 3. Shift Bidding

- A. For purposes of shift bidding at the South Fork Forest Camp (SFFC), employees will bid on the basis of their classification seniority as defined in Article 28, Section 7 (B) of this agreement.
- B. For purposes of shift bidding for bargaining unit employees having shift work, they shall bid using classification seniority as defined in sections 1 and 2 of this article.

Section 4. Vacation Bidding

For purposes of vacation bidding, seniority shall be as defined in Article 21 Section 9(A) of the agreement.

Section 5. Breaks in Seniority for AOCE Represented Classifications

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

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

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

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

An employee who involuntarily returns to the bargaining unit during a period of promotional trial service shall retain all previously accrued classification and bargaining unit seniority.

Notwithstanding Article 39, an employee who retires from Department of Corrections service shall lose all employment, classification and bargaining unit seniority except for the purposes of shift bidding. This provision shall apply to an employee who retires after the signing of the 2013-2015 agreement.

ARTICLE 40 - PERSONNEL FILES

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

ARTICLE 41 - EMPLOYEE RIGHTS

Both parties recognize that it is important to investigate allegations of misconduct to protect the Employer from claims of liability and to clear the good name of the employee. Both sides recognize that any investigation through a formal internal affairs investigation or informally by a supervisor is a very stressful process. Therefore, the Employer promises that these investigations will take place in the most professional manner as possible and that interviews shall be done under circumstances devoid of

intimidation, abuse, or coercion. The Association pledges it will urge employees to cooperate fully with any investigation to allegations of misconduct. In order to accomplish these goals, the parties have agreed to the following procedures:

Section 1.

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

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

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

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

The Agency shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, except for emergencies. Where an employee is working on a graveyard shift, the interview can be scheduled contiguously to the employee's shift so long as appropriate overtime or irregular hour's payments are made.

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

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

In the absence of recorded material from either the Employer or Association, the employee will be given a copy of any written statement or report describing the employee's statements. In the event of a subsequent interview in the course of the same investigation, the written statement will be provided before the interview.

Section 2.

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

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

Section 3.

- A. The employee shall be notified of the outcome of the investigation within a timely manner after the investigation has been completed.
- B. Except for conditions outlined in the subsection (C) of this section, investigations involving an employee that may lead to a suspension without pay, pay reduction, demotion or dismissal will be completed no later than six (6) calendar months starting from the first interview date. However, the Employer may extend the investigation to a maximum of twelve (12) calendar months from the first interview date provided the Employer gives written notice to the Association and employee, explaining the reason for the extension.
- C. The time limits provided in subsection (B) of this section shall not apply when any one (1) of the following occurs:
 - 1) the employee is incapacitated or unavailable;
 - 2) the investigation involves an allegation of workers compensation or disability fraud;
 - 3) the Association or employee waives the timelines in writing;
 - 4) the investigation involves more than one (1) employee;
 - 5) the investigation is conducted by an outside law enforcement agency;
 - 6) the investigation involves a criminal matter;
 - 7) the investigation requires coordination with another law enforcement agency;
 - 8) if the alleged misconduct is also subject of a criminal investigation or criminal prosecution;
 - or
 - 9) if the investigation is a result of a complaint by a person charged with a crime.
- D. The Employer may reopen an investigation if significant new evidence is discovered that is likely to affect the outcome of the investigation and 1) the evidence was obtained from the employee's pre-

disciplinary response; or 2) the evidence could not have been discovered by the Employer without resorting to extraordinary measures.

- E. The public safety officer may record the interview and must be given a copy of the tape or digital file of the interview and, upon request, a transcript of any recording that has been transcribed by the Agency.
- F. The public safety officer must be given a copy of any written statement or report describing the officer's statements.
- G. Materials required to be given to the public safety officer under (E) and (F) above must be given before subsequent interviews in the course of the same investigation.
- H. As soon as it is determined that the public safety officer may be charged with a criminal offense, the officer must be informed of the officer's right to consult with a criminal defense counsel with respect to the criminal charge.
- I. In a disciplinary or administrative investigation, the public safety officer's chosen representative may not be required to disclose, or be subject to disciplinary action for refusing to disclose, statements made by the employee to the representative for purposes of representation.

Section 4.

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

Section 5.

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

Section 6.

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

Section 7. Withdrawal of Resignation.

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

Section 8. Administrative Leave/Duty Stationed at Home.

Employees placed on paid administrative leave/duty stationed at home shall be provided a written notice with the reasons for the leave.

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ARTICLE 42 – DRUG TESTING

Section 1. Policy.

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

Section 2. Baseline Testing.

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

- A. Baseline drug test prior to assignment to an area where employees will be or may be exposed to hazardous substances or health hazards.
- B. At least once every twelve (12) months thereafter unless the employee's attending physician believes a longer interval is appropriate, but not to exceed biannual exams.
- C. At termination or reassignment to an area where exposure will not occur if the employee has not had an examination within the preceding six (6) months.
- D. As soon as possible after notification that signs or symptoms indicating possible overexposure have developed or, an injury has occurred, or exposure above the permissible exposure limits or published exposure levels has occurred in an emergency situation, and

- E. Where the employee's attending physician determines that examinations on a basis more frequently than that outlined above are medically necessary.
The test will be done at Agency's expense and on Agency time.

Section 3. Prohibited Conduct.

The following conduct is prohibited:

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

Section 4. Under the Influence.

The term "under the influence" of controlled substances including marijuana or alcoholic intoxicants covers not only all the well-known and easily recognized conditions and degrees of impairment

and intoxication, but any perceptible abnormal mental or physical condition which is the result of indulging to any degree in controlled substances, marijuana or alcoholic intoxicants which perceptibly tend to deprive the use of that clearness of intellect and control the employee would otherwise possess.

Section 5. Discipline and Other Action.

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

Section 6.

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

Section 7. Mandatory Testing.

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

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

Screening test

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

Confirmatory test

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

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

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

Section 8. Consequences of Test Results.

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

Section 9. Voluntary Rehabilitation.

- A. The primary objectives of the Agency's drug and alcohol policy are to maintain employee performance and good health and a safe work environment. If, prior to a requirement by the Agency that the employee submit to any of the tests specified in Section 7 of this Article, the employee

notifies a supervisor that he or she has drug or alcohol problems that require treatment, then in that event the employee shall immediately submit to a medical evaluation by a doctor selected and paid by the Agency and shall enroll in a treatment program recommended by the doctor.

- B. If an employee has previously enrolled in a voluntary rehabilitative treatment described in subsection A and subsequently again volunteers for such treatment in advance of being required to submit to any of the tests specific in Section 7 of this Article, then the employee shall immediately submit to a medical evaluation by a doctor selected and paid by the Agency and shall successfully complete the treatment program recommended by the doctor. If the employee fails to complete the treatment program successfully he or she shall be terminated.

Section 10. Searches.

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

Section 11. Consequences of Search Results.

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

Section 12. Supervisor Training.

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

ARTICLE 43 - DISCIPLINE AND DISCHARGE

Section 1.

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

Section 2.

- A. Dismissal Appeal. The dismissal (and pre-dismissal suspension without pay) of a regular status employee may be appealed by the Association to binding arbitration. The appeal must state the reasons for the appeal and be submitted to the Labor Relations Unit in writing within ten (10) calendar days from the effective date of the dismissal. The Association may within the same ten (10) days request arbitration. The process for arbitration shall be governed by Article 44, Sections 4, 5 and 6.
- B. Appeal of Discipline Other than Dismissal. An employee shall receive written notice of the discipline with the specific charges and facts supporting the discipline. Appeal of a written reprimand, a salary step withheld based on just cause and discipline other than dismissal shall be in accordance with Article 44, Grievance and Arbitration Procedure beginning at Step 2.

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

REV: 2017

ARTICLE 44 - GRIEVANCE AND ARBITRATION

Section 1.

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

Section 2.

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

Section 3. Grievance Steps.

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

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

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

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

Step 4. If the grievance is not resolved at the Labor Relations Administrator or designee level, the Association may request arbitration of the grievance within fifteen (15) days after receiving the response from the Labor Relations Administrator or designee.

Section 4. Selection of an Arbitrator.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

APPENDIX A - CLASSIFICATIONS WITH SALARY RANGES

CLASS NUMBER	CLASS TITLE	SALARY RANGE
Corrections Professional Classifications		
1215	ACCOUNTANT 1	21
1216	ACCOUNTANT 2	23
1217	ACCOUNTANT 3	27
1218	ACCOUNTANT 4	30
0210	ACCOUNTING TECHNICIAN 1	13
0211	ACCOUNTING TECHNICIAN 2	17
0212	ACCOUNTING TECHNICIAN 3	19
0107	ADMINISTRATIVE SPECIALIST 1	17
0108	ADMINISTRATIVE SPECIALIST 2	19
6534	BEHAVIOR HEALTH SPECIALIST 2	26
6531	BEHAVIORAL HEALTH SPECIALIST 1	23
6535	BEHAVIORAL HEALTH SPECIALIST 3	29
4003	CARPENTER	22
6128	CERTIFIED MEDICATION AIDE	16
6680	CHAPLAIN	23
2169	COMMUNICATIONS SYS ANALYST 3	25
2219	CORRECTION LIBRARY COORDINATOR	17
6783	CORRECTIONAL COUNSELOR	25
6781	CORRECTIONAL COUNSELOR/ENTRY	19
9120	CORRECTIONS FOOD SERV COORD	18
6518	CORRECTIONS RECREATION SPEC 1	17
6519	CORRECTIONS RECREATION SPEC 2	19
4103	CUSTODIAL SERVICES COORDINATOR	13
4101	CUSTODIAN	8
0501	DATA ENTRY OPERATOR	9
6391	DENTAL ASSISTANT	15
6394	DENTAL ASSISTANT 2	16
6396	DENTAL HYGIENIST	29
6393	DENTAL TECHNICIAN	15
2350	DIAGNOSTICIAN	22
4007	ELECTRICIAN 1	22
4008	ELECTRICIAN 2	26
4009	ELECTRICIAN 3	28
0830	EXECUTIVE ASSISTANT	25
0118	EXECUTIVE SUPPORT SPECIALIST 1	17
0119	EXECUTIVE SUPPORT SPECIALIST 2	19
4032	FACILITY ENERGY TECHNICIAN 1	16
4033	FACILITY ENERGY TECHNICIAN 2	20
4034	FACILITY ENERGY TECHNICIAN 3	24
4035	FACILITY ENERGY TECHNICIAN 4	26
4012	FACILITY MAINTENANCE SPEC	18

CLASS NUMBER	CLASS TITLE	SALARY RANGE
5641	FISCAL AUDITOR 1	24
5642	FISCAL AUDITOR 2	26
0015	HEALTH INFORMATION SPECIALIST	18
6138	HEALTH SERVICES TECHNICIAN	17
6606	HUMAN SERVICES ASSISTANT 2	14
1481	INFO SYSTEMS SPECIALIST 1	15
1482	INFO SYSTEMS SPECIALIST 2	18
1483	INFO SYSTEMS SPECIALIST 3	21
1484	INFO SYSTEMS SPECIALIST 4	23
1485	INFO SYSTEMS SPECIALIST 5	26
1486	INFO SYSTEMS SPECIALIST 6	28
1487	INFO SYSTEMS SPECIALIST 7	30
1488	INFO SYSTEMS SPECIALIST 8	31
6214	INSTITUTION REGISTERED NURSE	28N
5231	INVESTIGATOR 1	19
5232	INVESTIGATOR 2	21
5233	INVESTIGATOR 3	25
6820	MEDICAL LABORATORY TECH 1	13
6255	NURSE PRACTITIONER	33
0102	OFFICE ASSISTANT 2	9
0801	OFFICE COORDINATOR	15
0103	OFFICE SPECIALIST 1	11
0104	OFFICE SPECIALIST 2	15
0870	OPERATIONS & POLICY ANALYST 1	23
0871	OPERATIONS & POLICY ANALYST 2	27
0872	OPERATIONS & POLICY ANALYST 3	30
0873	OPERATIONS & POLICY ANALYST 4	32
4001	PAINTER	22
6260	PHARMACIST	25
6387	PHARMACY CLERK & TECH 1	12
6385	PHARMACY CLERK/PHARMACY TECH 2	12
4038	PHYS/ELEC SEC TECH 2	24
4037	PHYSCL/ELECTRNC SECRTY TECH	18
4039	PHYSCL/ELECTRNC SECRTY TECH 3	26
6257	PHYSICIAN'S ASSISTANT	33
4005	PLUMBER	24
0860	PROGRAM ANALYST 1	23
0861	PROGRAM ANALYST 2	27
0862	PROGRAM ANALYST 3	29
0863	PROGRAM ANALYST 4	31
6720	PSYCHIATRIC SOCIAL WORKER	26
0321	PUBLIC SERVICE REP 1	9
0322	PUBLIC SERVICE REP 2	11
0323	PUBLIC SERVICE REP 3	15
0324	PUBLIC SERVICE REP 4	19
1115	RESEARCH ANALYST 1	17
1116	RESEARCH ANALYST 2	21

CLASS NUMBER	CLASS TITLE	SALARY RANGE
1117	RESEARCH ANALYST 3	26
1118	RESEARCH ANALYST 4	29
0758	SUPPLY SPECIALIST 1	14
0759	SUPPLY SPECIALIST 2	20
4020	WELDER 1	20
4021	WELDER 2	24
0530	WORD PROCESSING TECHNICIAN 1	11
0531	WORD PROCESSING TECHNICIAN 2	13
0532	WORD PROCESSING TECHNICIAN 3	15
Custody Classifications		
6775	CORRECTIONAL OFFICER	17
6776	CORRECTIONAL CORPORAL	18
6777	CORRECTIONAL SERGEANT	20

APPENDIX B



DEPARTMENT OF CORRECTIONS
Position Review for Security Differential Assessment
AOCE

Employee Name: _____ Classification: _____

Employee No: OR Position No:

Work Site: _____ Effective Date: _____

Supervisor Name: _____

	Yes	No	Point Value	Points Given
1. Performs daily frisk searches <input type="checkbox"/> Daily <input type="checkbox"/> Hands-on	<input type="checkbox"/>	<input type="checkbox"/>	1	_____
2. Perform routine/frequent area searches (Submits documentation of results to Supervisor) <input type="checkbox"/> Check-off <input type="checkbox"/> Memo <input type="checkbox"/> D.R. <input type="checkbox"/> Documentation of search <input type="checkbox"/> Systematic/thorough <input type="checkbox"/> Whole area (not just a desk or specific work area of inmate)	<input type="checkbox"/>	<input type="checkbox"/>	1	_____
3. Maintains an inventory tools/controlled items (daily) <input type="checkbox"/> Inmate use or access <input type="checkbox"/> A/B tools <input type="checkbox"/> Caustic/Poison chemicals <input type="checkbox"/> Shadow board <input type="checkbox"/> Inventoried items <input type="checkbox"/> Check-in/out item <input type="checkbox"/> Tool accountability	<input type="checkbox"/>	<input type="checkbox"/>	1	_____
4. Routine custodial responsibility for an inmate work crew (Please mark only one crew size.)				
Crew Size: 10+	<input type="checkbox"/>	<input type="checkbox"/>	3	_____
2-9	<input type="checkbox"/>	<input type="checkbox"/>	2	_____
1	<input type="checkbox"/>	<input type="checkbox"/>	1	_____
<input type="checkbox"/> Crew sheet/time card <input type="checkbox"/> Daily work crew <input type="checkbox"/> Whereabouts/assign work/write D.R. <input type="checkbox"/> Held responsible for inmate action (assigning work/productivity)				
5. Perform and submit inmate counts (routine) <input type="checkbox"/> Formal approach to work site/institution count <input type="checkbox"/> Custodial location <input type="checkbox"/> Provide notification	<input type="checkbox"/>	<input type="checkbox"/>	1	_____
6. Routinely responsible for control of inmate group activities <input type="checkbox"/> Organized activity <input type="checkbox"/> Planned <input type="checkbox"/> Activity based on rules (i.e. library) <input type="checkbox"/> NOT work crew activity <input type="checkbox"/> Employee is without security readily available <input type="checkbox"/> Controlling room/area	<input type="checkbox"/>	<input type="checkbox"/>	1	_____
7. Supervise inmates outside of secure perimeter <input type="checkbox"/> Work crew activity <input type="checkbox"/> On your own (no officer) <input type="checkbox"/> Off DOC property <input type="checkbox"/> Outside of fence <input type="checkbox"/> Assistance not readily available <input type="checkbox"/> Communication devices needed	<input type="checkbox"/>	<input type="checkbox"/>	1	_____

TOTAL POINT VALUE:

APPENDIX B



DEPARTMENT OF CORRECTIONS

Position Review for Security Differential Assessment

AOCE

HR Manager Signature

Date

Each of the above tasks is valued at one (1) point with the exception of item number four. Number four is valued up to three (3) points. The maximum available point total is nine (9) points.

****ATTACH A CURRENT, SIGNED POSITION DESCRIPTION SUPPORTING THESE DUTIES****

APPENDIX C – CORRECTIONS PROFESSIONALS SALARY SCHEDULES

AS OF: December 1, 2017

RANGE	1	2	3	4	5	6	7	8	9
8	2232	2313	2414	2506	2600	2703	2810	2927	
9	2313	2414	2506	2600	2703	2810	2927	3059	
11	2506	2600	2703	2810	2927	3059	3202	3342	
12	2600	2703	2810	2927	3059	3202	3342	3496	
13	2703	2810	2927	3059	3202	3342	3496	3653	
14	2810	2927	3059	3202	3342	3496	3653	3821	
15	2927	3059	3202	3342	3496	3653	3821	4006	
15I	2741	2861	2988	3126	3273	3427	3585	3751	3927
16	3059	3202	3342	3496	3653	3821	4006	4192	
17	3202	3342	3496	3653	3821	4006	4192	4375	
18	3342	3496	3653	3821	4006	4192	4375	4574	
18I	3188	3339	3495	3655	3827	4009	4195	4393	4596
19	3496	3653	3821	4006	4192	4375	4574	4797	
20	3653	3821	4006	4192	4375	4574	4797	5031	
21	3821	4006	4192	4375	4574	4797	5031	5265	
21I	3649	3822	4004	4188	4384	4592	4807	5033	5271
22	4006	4192	4375	4574	4797	5031	5265	5516	
23	4192	4375	4574	4797	5031	5265	5516	5774	
23I	3960	4146	4338	4544	4757	4979	5214	5459	5717
24	4375	4574	4797	5031	5265	5516	5774	6088	
25	4574	4797	5031	5265	5516	5774	6088	6337	
25	4582	4807	5046	5279	5534	5795	6116	6369	
26	4797	5031	5265	5516	5774	6088	6337	6643	
26I	4419	4630	4845	5075	5313	5562	5825	6099	6387
26W	4807	5046	5279	5534	5795	6116	6369	6680	7002
27	5031	5265	5516	5774	6088	6337	6643	6961	
28	5265	5516	5774	6088	6337	6643	6961	7295	
28I	4728	4948	5182	5426	5683	5949	6229	6524	6829
28N	5132	5374	5625	5890	6170	6464	6770	7092	7430
29	5516	5774	6088	6337	6643	6961	7295	7645	
30	5774	6088	6337	6643	6961	7295	7645	8011	
30I	5235	5481	5740	6008	6292	6589	6899	7222	7558
31	6088	6337	6643	6961	7295	7645	8011	8396	
31I	5704	5970	6253	6549	6859	7179	7521	7880	8253
32	6337	6643	6961	7295	7645	8011	8396	8800	
33	6643	6961	7295	7645	8011	8396	8800	9224	

CORRECTIONS PROFESSIONALS SALARY SCHEDULE

AS OF: June 15, 2018

RANGE	1	2	3	4	5	6	7	8	9
8	2254	2336	2438	2531	2626	2730	2838	2956	
9	2336	2438	2531	2626	2730	2838	2956	3090	
11	2531	2626	2730	2838	2956	3090	3234	3375	
12	2626	2730	2838	2956	3090	3234	3375	3531	
13	2730	2838	2956	3090	3234	3375	3531	3690	
14	2838	2956	3090	3234	3375	3531	3690	3859	
15	2956	3090	3234	3375	3531	3690	3859	4046	
15I	2768	2890	3018	3157	3306	3461	3621	3789	3966
16	3090	3234	3375	3531	3690	3859	4046	4234	
17	3234	3375	3531	3690	3859	4046	4234	4419	
18	3375	3531	3690	3859	4046	4234	4419	4620	
18I	3220	3372	3530	3692	3865	4049	4237	4437	4642
19	3531	3690	3859	4046	4234	4419	4620	4845	
20	3690	3859	4046	4234	4419	4620	4845	5081	
21	3859	4046	4234	4419	4620	4845	5081	5318	
21I	3685	3860	4044	4230	4428	4638	4855	5083	5324
22	4046	4234	4419	4620	4845	5081	5318	5571	
23	4234	4419	4620	4845	5081	5318	5571	5832	
23I	4000	4187	4381	4589	4805	5029	5266	5514	5774
24	4419	4620	4845	5081	5318	5571	5832	6149	
25	4620	4845	5081	5318	5571	5832	6149	6400	
26	4845	5081	5318	5571	5832	6149	6400	6709	
26I	4463	4676	4893	5126	5366	5618	5883	6160	6451
26W	4855	5096	5332	5589	5853	6177	6433	6747	7072
27	5081	5318	5571	5832	6149	6400	6709	7031	
28	5318	5571	5832	6149	6400	6709	7031	7368	
28I	4775	4997	5234	5480	5740	6008	6291	6589	6897
28N	5183	5428	5681	5949	6232	6529	6838	7163	7504
29	5571	5832	6149	6400	6709	7031	7368	7721	
30	5832	6149	6400	6709	7031	7368	7721	8091	
30I	5287	5536	5797	6068	6355	6655	6968	7294	7634
31	6149	6400	6709	7031	7368	7721	8091	8480	
31I	5761	6030	6316	6614	6928	7251	7596	7959	8336
32	6400	6709	7031	7368	7721	8091	8480	8888	
33	6709	7031	7368	7721	8091	8480	8888	9316	

CORRECTIONS PROFESSIONALS SALARY SCHEDULE

NON PERS PARTICIAPTING MEMBERS

AS OF: February 1, 2019

RANGE	1	2	3	4	5	6	7	8	9
8	2254	2336	2438	2531	2626	2730	2838	2956	
9	2336	2438	2531	2626	2730	2838	2956	3090	
11	2531	2626	2730	2838	2956	3090	3234	3375	
12	2626	2730	2838	2956	3090	3234	3375	3531	
12	2600	2703	2810	2927	3059	3202	3342	3496	
13	2730	2838	2956	3090	3234	3375	3531	3690	
14	2838	2956	3090	3234	3375	3531	3690	3859	
15	2956	3090	3234	3375	3531	3690	3859	4046	
15i	2768	2890	3018	3157	3306	3461	3621	3789	3966
16	3090	3234	3375	3531	3690	3859	4046	4234	
17	3234	3375	3531	3690	3859	4046	4234	4419	
18	3375	3531	3690	3859	4046	4234	4419	4620	
18i	3220	3372	3530	3692	3865	4049	4237	4437	4642
19	3531	3690	3859	4046	4234	4419	4620	4845	
20	3690	3859	4046	4234	4419	4620	4845	5081	
21	3859	4046	4234	4419	4620	4845	5081	5318	
21i	3685	3860	4044	4230	4428	4638	4855	5083	5324
22	4046	4234	4419	4620	4845	5081	5318	5571	
23	4234	4419	4620	4845	5081	5318	5571	5832	
23i	4000	4187	4381	4589	4805	5029	5266	5514	5774
24	4419	4620	4845	5081	5318	5571	5832	6149	
25	4620	4845	5081	5318	5571	5832	6149	6400	
25	4628	4855	5096	5332	5589	5853	6177	6433	
26	4845	5081	5318	5571	5832	6149	6400	6709	
26i	4463	4676	4893	5126	5366	5618	5883	6160	6451
26w	4855	5096	5332	5589	5853	6177	6433	6747	7072
27	5081	5318	5571	5832	6149	6400	6709	7031	
28	5318	5571	5832	6149	6400	6709	7031	7368	
28i	4775	4997	5234	5480	5740	6008	6291	6589	6897
28N	5183	5428	5681	5949	6232	6529	6838	7163	7504
29	5571	5832	6149	6400	6709	7031	7368	7721	
30	5832	6149	6400	6709	7031	7368	7721	8091	
30i	5287	5536	5797	6068	6355	6655	6968	7294	7634
31	6149	6400	6709	7031	7368	7721	8091	8480	
31i	5761	6030	6316	6614	6928	7251	7596	7959	8336
32	6400	6709	7031	7368	7721	8091	8480	8888	
33	6709	7031	7368	7721	8091	8480	8888	9316	

CORRECTIONS PROFESSIONALS SALARY SCHEDULE

PERS PARTICIPATING MEMBERS

AS OF: February 1, 2019

RANGE	1	2	3	4	5	6	7	8	9
8	2411	2498	2607	2707	2809	2920	3035	3161	
9	2498	2607	2707	2809	2920	3035	3161	3305	
11	2707	2809	2920	3035	3161	3305	3459	3610	
12	2809	2920	3035	3161	3305	3459	3610	3776	
12	2781	2891	3005	3130	3272	3425	3574	3739	
13	2920	3035	3161	3305	3459	3610	3776	3946	
14	3035	3161	3305	3459	3610	3776	3946	4127	
15	3161	3305	3459	3610	3776	3946	4127	4327	
15I	2960	3091	3228	3376	3536	3702	3873	4052	4242
16	3305	3459	3610	3776	3946	4127	4327	4528	
17	3459	3610	3776	3946	4127	4327	4528	4726	
18	3610	3776	3946	4127	4327	4528	4726	4941	
18I	3444	3606	3775	3949	4134	4330	4531	4745	4965
19	3776	3946	4127	4327	4528	4726	4941	5182	
20	3946	4127	4327	4528	4726	4941	5182	5434	
21	4127	4327	4528	4726	4941	5182	5434	5688	
21I	3941	4128	4325	4524	4736	4960	5192	5436	5694
22	4327	4528	4726	4941	5182	5434	5688	5958	
23	4528	4726	4941	5182	5434	5688	5958	6237	
23I	4278	4478	4685	4908	5139	5379	5632	5897	6175
24	4726	4941	5182	5434	5688	5958	6237	6576	
25	4941	5182	5434	5688	5958	6237	6576	6845	
25	4950	5192	5450	5703	5977	6260	6606	6880	
26	5182	5434	5688	5958	6237	6576	6845	7175	
26I	4773	5001	5233	5482	5739	6008	6292	6588	6899
26W	5192	5450	5703	5977	6260	6606	6880	7216	7564
27	5434	5688	5958	6237	6576	6845	7175	7520	
28	5688	5958	6237	6576	6845	7175	7520	7880	
28I	5107	5344	5598	5861	6139	6426	6728	7047	7376
28N	5543	5805	6076	6362	6665	6983	7313	7661	8026
29	5958	6237	6576	6845	7175	7520	7880	8258	
30	6237	6576	6845	7175	7520	7880	8258	8653	
30I	5654	5921	6200	6490	6797	7118	7452	7801	8165
31	6576	6845	7175	7520	7880	8258	8653	9069	
31i	6161	6449	6755	7074	7410	7755	8124	8512	8915
32	6845	7175	7520	7880	8258	8653	9069	9506	
33	7175	7520	7880	8258	8653	9069	9506	9963	

APPENDIX D - CUSTODY SALARY SCHEDULES

CUSTODY SALARY SCHEDULES									
AS OF: DECEMBER 1, 2017									
RANGE	1	2	3	4	5	6	7	8	9
17	3528	3693	3850	4031	4212	4407	4615	4834	5044
18	3693	3850	4031	4212	4407	4615	4834	5044	5261
20	4031	4212	4407	4615	4834	5044	5261	5485	5721

CUSTODY SALARY SCHEDULES									
AS OF: JUNE 15, 2018									
RANGE	1	2	3	4	5	6	7	8	9
17	3563	3730	3889	4071	4254	4451	4661	4882	5094
18	3730	3889	4071	4254	4451	4661	4882	5094	5314
20	4071	4254	4451	4661	4882	5094	5314	5540	5778

CUSTODY SALARY SCHEDULES									
AS OF: JANUARY 1, 2019									
RANGE	1	2	3	4	5	6	7	8	9
17	3634	3805	3967	4152	4339	4540	4754	4980	5196
18	3805	3967	4152	4339	4540	4754	4980	5196	5420
20	4152	4339	4540	4754	4980	5196	5420	5651	5894

CUSTODY SALARY SCHEDULES -- NON PERS PARTICIPATING MEMBERS									
AS OF: FEBRUARY 1, 2019									
RANGE	1	2	3	4	5	6	7	8	9
17	3634	3805	3967	4152	4339	4540	4754	4980	5196
18	3805	3967	4152	4339	4540	4754	4980	5196	5420
20	4152	4339	4540	4754	4980	5196	5420	5651	5894

CUSTODY SALARY SCHEDULES -- PERS PARTICIPATING MEMEBERS									
AS OF: FEBRUARY 1, 2019									
RANGE	1	2	3	4	5	6	7	8	9
17	3887	4069	4243	4441	4641	4856	5084	5326	5557
18	4069	4243	4441	4641	4856	5084	5326	5557	5797
20	4441	4641	4856	5084	5326	5557	5797	6044	6304

APPENDIX E – REITREE MEDICAL TRUST

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

- A. Legal Review.** The Department of Justice will conduct a legal sufficiency review to determine any issues that must be resolved prior to implementation of the Retiree Medical Trust. The review will include an assessment of the language contained in this Appendix ensuring that the State has no obligation to maintain and/or pay any funds to maintain the financial viability of the trust. In the event issues are discovered that would prohibit the establishment of the Trust as contemplated in this provision, this Agreement becomes null and void.
- B. Establishment of the Trust.** The AOCE may join a Retiree Medical Trust (RMT or Trust) for current and future members of the AOCE bargaining unit and their surviving dependents, spouses, and domestic partners. The purpose of this Trust is to provide retiree health expense reimbursement benefits. AOCE or the Trust shall evaluate at least quarterly whether, and notify the Employer immediately upon determining that, any portion of the contribution may be subject to income tax withholding or FICA taxes. All DOC employees who are members of the AOCE bargaining unit, as identified in the current Collective Bargaining Agreement, are AOCE Retiree Medical Trust participating employees. AOCE shall maintain the Trust according to Trust documents approved by the DOC membership, without any involvement of the Employer and without any funding obligation on the part of the Employer now or in the future. The establishment and the administration of the Trust shall be the complete and sole responsibility of AOCE. The Employer shall not have any involvement in the administration of the Trust, or in the benefits paid by the trust, nor shall the Employer have any responsibility (including fiduciary responsibility as set forth in the Employee Retirement Income Security Act of 1974 (ERISA)) for any actions of the Trust or its Trustees or of AOCE with respect to the Trust.

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

- C. Contributions to the Trust.** Within sixty (60) days of joining the Trust, Employer will deduct from the paycheck of each participating employee who is receiving a paycheck for time worked at DOC a mandatory deduction per month, to be determined by AOCE. These deductions shall be treated as pre-tax contributions not subject to federal or state income tax withholding or FICA taxes unless otherwise required by law. Employer will remit those amounts monthly to the AOCE RMT Administrator. There shall be no employee election to take the amount of the contribution in cash. In the event that a participating employee does not have sufficient earnings to cover the deduction in any given month, no deduction will be made from the paycheck and nothing will be remitted to

the AOCE RMT Administrator. If however, the Employer erroneously makes a deduction from an employee's paycheck and remits it to the AOCE RMT Administrator, and there are insufficient earnings for the deduction to have been made, the Trust shall remit the erroneously made payment to the Employer within ten (10) calendar days of being notified of the improper deduction.

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

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

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

LETTER OF AGREEMENT #1 - OSCI

The Parties agree that the Recreational Security posts will be scheduled for noon to 8:30 p.m. effective the February 2010 bid. The Recreational Security staff will then be eligible for shift differential in Article 13 of the CBA.

LETTER OF AGREEMENT #2 - SMH/DSU

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

This Agreement is written to clarify certain operational and staffing issues identified as part of the 2007 IMU DSU conversion project at the Oregon State Penitentiary. The parties agree that this agreement will supersede the 2007 LOAs on this subject previously executed by the parties.

Article 28 (Working Conditions) Section 7 A. The two (2) special housing units at OSP (SMH and DSU) will bid separately from General Population on a single Special Housing Units Bid.

Article 12 (Overtime) Section 6 A. There will be two voluntary overtime lists maintained at OSP. There will be one voluntary overtime list for employees who wish to work overtime in General Population, and there will be one voluntary overtime list maintained in Special Housing for those employees who wish to work overtime in Special Housing. Both lists will operate separately from one another in accordance with Article 12 Section 6. Employees may sign up to be on both lists. Employees will only be considered for overtime in the area in which they sign the voluntary overtime roster.

Article 12 (Overtime) Section 6 D. There will be only one mandatory overtime list maintained. Staff mandatoried in General Population and/or Special Housing will be placed on the Mandatory overtime list. This list will be maintained in the Security Manager's Office. Mandatory overtime in Special Housing will be filled by staff who bid Special Housing and mandatory overtime in General Population will be filled by staff who bid General Population. The list will be on a rotating basis based on inverse classification seniority and qualification to work the mandatory post.

Once a trial service employee has been assigned to a post, he/she is eligible to work voluntary overtime. All trial service employees who have been assigned to a post will be placed on the top of the mandatory overtime list.

An employee may be mandated to cover a shift (including a partial shift) that starts before, immediately after, or within one (1) hour after the completion of the employee's regularly scheduled shift. If the overtime shift begins after the completion of the employee's regularly scheduled shift, he/she shall be compensated for all time between the regularly scheduled shift and the overtime shift. No employee shall be required to work more than sixteen (16) hours in any twenty four (24) hour period.

Article 21 (Vacation Leave) Section 10. For DPSST certified employees at OSP, all employees will be bid as one group whether in Special Housing or General Population. There will no longer be separate vacation

bids for SMH. All the current vacation slots offered in SMH will be added into the General Population vacation bid.

Article 21 (Vacation Leave) Section 11. Individual days off will be offered in General Population and Special Housing separately. For individual days off, staff assigned to General Population will submit requests to the Assignment Office and staff assigned to Special Housing will submit requests to the Special Housing Captain. The individual days off currently offered to each respective area will continue to be offered.

This Letter of Agreement will continue through the 2017-2019 contract period unless it is canceled or modified by mutual agreement of the parties.

/s/ Craig Cowan
For the Employer Date

/s/ Michael Van Patten
For AOCE Date

LETTER OF AGREEMENT #3 – ARMED POST QUALIFICATIONS

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

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

The Parties agree to the following:

1. Beginning with the 2010 In-Service Training, Agency will offer a four (4) hour Weapons Familiarization (APQ I) course and a four (4) hour Weapons Qualification (APQ II) course. All staff electing to qualify in 2010 must take both courses. The APQ I course must be passed prior to taking the APQ II course.
2. Beginning with the 2011 In-Service Training, a staff member who has passed both the APQ I and APQ II courses listed above in 2010 may elect to take only the APQ II to qualify on firearms. Range Masters will be provided a list of staff members electing to proceed directly to the APQ II course. Range Masters will determine whether a staff member will need to retake and pass APQ I prior to enrolling in APQ II.
3. Range Masters will be given discretion and authority to determine whether or not a staff member passes the APQ I and II Courses.
4. The Oregon State Penitentiary (OSP) and the Oregon State Correctional Institution (OSCI) may decide to train staff in cell extractions locally at their own institutions in lieu of cell extraction training at In-Service in order to provide additional APQ training time. This decision is to be made by the Superintendent at each institution.
5. The Professional Development Unit (PDU) and four (4) Range Masters from AOCE represented institutions shall develop the APQ I course content. There shall be two (2) Range Masters from OSP and two (2) Range Masters from OSCI.
6. The Association agrees to withdraw UP-09-09.
7. Employer and Association understand and agree that execution of this Agreement will not constitute or be construed as an admission of liability of any party, and that this Agreement will not set a precedent to be used in any future grievance, arbitration or unfair labor

practice proceeding. This Agreement is not admissible as evidence in any further arbitration, administrative or court proceeding, except in a proceeding brought to enforce the terms of this Agreement

FOR THE EMPLOYER

FOR THE ASSOCIATION

FOR THE AGENCY

Glenn West

Dan Russ

Greg Morton

5/28/09

Date

5/28/09

Date

5/22/09

Date

LETTER OF AGREEMENT #4 - PART TIME MEDICAL PREMIUM SUBSIDY

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

The purpose of this Agreement is to clarify the Employer's obligation for medical premium payments for employees working less than full time.

For Plan Years 2018 and 2019, the Employer will pay ninety-five percent (95%) and the employee will pay five percent (5%) of the monthly premium rate as determined by PEBB. For employees who enroll in a medical plan that is at least ten percent (10%) lower in cost than the monthly premium rate for the highest cost medical plan available to the majority of employees, the Employer shall pay ninety-nine percent (99%) of the monthly premium for PEBB health, vision, dental and basic life insurance benefits and the employee shall pay for the remaining one percent (1%).

For less than full-time employees who have at least eighty (80) paid regular hours in the month, the Employer will pay a monthly benefit insurance premium amount of the plan selected by the employee as calculated under the Article 19 -Insurance as follows:

- (a) $\text{Part-time premium rate} \times \text{Employer contribution percentage} \times \text{the ratio of paid regular hours to full-time hours to the nearest full percent} = \text{Employer contribution.}$

In addition, there shall be a subsidy based on the employee's enrollment tier, for Plan Year 2016 and 2017 consisting of one (1) of the following monthly amounts:

Employee Only	\$280.37
Employee and Partner	\$462.61
Employee and Children	\$392.52
Employee and Family	\$560.75

- (b) Part time subsidy amounts for 2018 and 2019 will consist of one of the following amounts:

Employee Only	\$226.00
Employee and Partner	\$452.00
Employee and Children	\$384.20
Employee and Family	\$610.20

- (c) For part-time employees electing full-time insurance, the formula to calculate the Employer's contribution shall be:

$\text{Full-time premium rate} \times \text{the Employer contribution percentage} \times \text{the ration of paid regular hours to full-time hours to the nearest full percent} = \text{Employer contribution.}$

LETTER OF AGREEMENT #5 - TRANSPORT OF INMATES

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

The Parties agree when OSCI transports an inmate who is on the sensitive list, OSCI will follow Post Order #5. Should there be any updates to Post Order #5, the Agency will ensure that the Association is consulted on those changes.

**LETTER OF AGREEMENT #6 - USE OF CONTRACTED NURSES AT THE OREGON STATE
PENITENTIARY**

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 Association of Oregon Corrections Employees (Association).

The purpose of this Agreement is to establish parameters in the Agency's use of contract nurses at the Agency's Oregon State Penitentiary.

The parties agree to the following:

1. Consistent with Article 12 Section 6(B) of the Agreement, where volunteer overtime opportunities become available during a week, such overtime will first be offered to bargaining unit nurses before those overtime opportunities are offered to contract nurses.
2. Contract nurses will be assigned work under the following circumstances: 1) where no bargaining unit nurse desires a specific vacant shift; 2) when the Agency is recruiting a new permanent nurse, and, 3) where the census and acuity level in the infirmary exceeds bargaining unit staff resources. The Association shall be notified in writing where contract nurses are used under this subsection.
3. This Agreement shall not establish a precedent regarding contract work or serve as a past practice for the parties regarding the use of contracted employees to perform bargaining unit work.
4. This Agreement becomes effective on the date of the signature below and expires June 30, 2019.

FOR THE EMPLOYER: _____ DATE: _____

FOR THE ASSOCIATION: _____ DATE: _____

LETTER OF AGREEMENT #7 - PULL/FIXED POSTS/OSCI

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 Association of Oregon Corrections Employees (Association).

This letter outlines expectations on what should occur in accordance with DOC Policy 40.2.1 when the Officer in Charge (OIC) decides to close a post. It is expected this directive shall be implemented immediately without exception.

This Agreement specifically applies to OSCI.

The Parties agree to the following:

1. If a post is shut down because of a staff deployment or vacancy, the duties and services attached to that post must be suspended. The Officer in Charge needs to use the identified pulled posts to offset overtime and provide staff coverage before shutting down a fixed post
2. The Officer in Charge will ensure that the pull posts will be alternated in usage so that the workload of the pull post that is essential to operations will be able to be accomplished. A pull post schedule of workloads will be available to assist the OIC.
3. If a pull post has been determined not to be utilized by the OIC, the reasons of justification will be noted on the exception sheet.
4. This Agreement becomes effective on the date of the last signature below.

FOR THE EMPLOYER: /s/ Craig Cowan DATE: 09/18/13

FOR THE ASSOCIATION: /s/ Michael Van Patten DATE: 09/20/13

LETTER OF AGREEMENT #8 - 2011 FIRE ASSIGNMENT

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

The purpose of this Agreement is to establish the working conditions for employees for employees who volunteer for fire assignments.

Section 1. Each year, the Agency will notify employees of the opportunity to volunteer for firefighting, fire camp support and other fire related activities in advance and in writing. The method of selecting employees and distributing fire camp, fire crew and other fire related assignments shall be worked out in an agreement between each local union and the management at each institution. If an agreement cannot be reached, the Agency will select from a list of qualified volunteers based upon bargaining unit seniority.

Section 2. Fire camp and fire crew duties are voluntary assignments, and by the volunteering, the employees agree to deviate from normal work schedules without any shift changes penalty to the Agency. These assignments may include long hours in outdoor settings far from the employee's designated institution.

Section 3. Staffing requirements will vary depending upon the needs of the outside Agencies that contract with the Agency for fire related services. It is the intent of the Agency to assign employees to wild land fire assignments by appropriate classification and to assure appropriate assignments are rendered during initial deployment, while onsite, and during deactivation.

Section 4. Employees who are required to wear fire line Agency approved boots due to their assignment to a fire camp, shall purchase boots meeting applicable safety standards. Upon completion of fire season, employees shall receive one hundred fifty dollars (\$150) towards said purchase upon delivery of proof of purchase.

Those employees receiving the one hundred fifty dollars (\$150) must meet with the camp commander or designee at the end of and/or the beginning of fire season to determine if the boots are fire rated or need to be repaired/replaced.

Section 5. A fire assignment is defined as the time period from activation until the employee returns to their functional unit and completes assigned deactivation duties.

- a) Fire Assignment Work Schedule. Employees shall have a work schedule of sixteen (16) hours on and eight (8) hours off each day except on the day of deployment, the day demobilization and where authorized by the Agencies contract with the Oregon Department of Forestry.

Unless there is an: a) emergency, b) the need to accomplish immediate / critical fire suppression objectives, c) address immediate and critical firefighter or public safety objectives, or d) during initial deployment, initial attack, or deactivation, employees shall not normally work more than sixteen (16) hours in a twenty-four (24) hour period.

- b) Length of Assignment. Standard assignment is up to fourteen (14) days or less exclusive of travel to and from the institution. Travel time to and from the incident shall be considered time worked. The length of the assignment is unknown at the time of the placement of the resource order and days and hours worked are not guaranteed.
- c) Days Off. Employees returning from fire assignments that have worked less than seven (7) days total, but have worked more than twelve (12) consecutive hours on the day of their return, will have a minimum eight (8) hours of rest between their fire assignment and the beginning of their next regularly scheduled shift at the institution. Administrative leave will be provided to the employee for any portion of the eight (8) hour rest period that falls during the employee's regular scheduled shift. Administrative Leave is not applicable for those employees not scheduled to work within the twenty-four (24) hour period upon their return.

Employees returning from fire assignments that have worked consecutively for seven (7) to thirteen (13) days will receive a twenty-four (24) hour rest period upon return to their functional unit and completion of deactivation duties. Administrative Leave will cover any portion of an employee's remaining shift during this twenty-four (24) hour period. Upon written request and barring any compelling reason, employees may take accrued leave for time off beyond the twenty-four (24) hour rest period that would result in the completion of their next regularly scheduled work shift at the institution. Administrative Leave is not applicable for those employees not scheduled to work within the twenty-four (24) hour period upon their return.

Employees who have been on assignment fourteen (14) consecutive days or more, and who request it, will be permitted to utilize one (1) day of accrued vacation leave in addition to Administrative Leave before returning to their normal work schedule.

- d) Extension of Agreement. Upon completion of the standard fourteen (14) day assignment, an employee may request an extension of up to seven (7) days if allowed by local labor / management agreement, and upon the approval of the Superintendent of his / her designee.

Assignment may be extended up to an additional seven (7) days beyond the twenty-one (21) day period by local labor / management agreement, at the request of the employee, and approval of the Superintendent of his / her designee.

However, if the employee is to remain on the fire assignment, the employee must immediately be scheduled two (2) days off using accrued leave (except sick leave), or at the employee's option, unpaid leave, prior to the twenty-second (22nd) day of the work assignment. Days off will be away from the fire camp with transportation provided back to the institution by the Agency. The decision where to take the mandatory days off will be made between the employee and the Superintendent or his / her designee with the intention that the employee's first (1st) option will be returning home.

Section 6. When employees are deployed on fire assignment where inmates are provided meals, employees shall receive at least the same number of meals as the inmates, free of charge. After initial deployment, meals will be provided based upon resource orders from the Department of Forestry's dispatching office to an institution or by way of agreement between the Department of Corrections and the Department of Forestry for the provision of these services. On the extended fire assignments, the DOC or the contracting agencies will ensure that sufficient meals are provide to employees.

Section 7. Employees who are off duty on forest fire assignments shall be considered on standby unless the Agency notifies the employee otherwise, per Article 15, Section 2D of the contract. However, forest fire assignments are voluntary and an employee is not guaranteed on call / standby pay solely by virtue of their working on fire assignments, but will be entitled to on call / standby pay only when they are so designated, or if they meet the criteria outlined in Article 15, Section 2. In many situations, on call / standby pay will not be paid for off-duty time.

Section 8. Notification of on call or off-duty status shall be provided for through the fire camp roster if such a roster exists: It shall be the responsibility of the employee to check the roster on a daily basis. If the fire camp does not have a daily roster or a camp commander, then the senior employee will make every reasonable effort to check with their respective institution fire camp manager / designee prior to assigning an employee to on call status.

Section 9. On call time will be distributed evenly and equitably to employees regardless of bargaining unit.

Section 10. Department employees may be permitted to utilize state-owned vehicles (DOC or ODOF) when available and to the extent that use does not compromise the operation of the fire camp or fire crews for use during non-work hours if such use is consistent with policies outlined by the Department of Administrative Services, the Department of Corrections or the Department of Forestry.

While performing fire camp duties, possession consumption or possession by consumption of alcohol while in fire camp or on the fire line is prohibited.

Section 11. If an employee is off duty and not on call / standby, then that employee shall not be required to respond to work related situations, except in emergencies. Failure to respond to any such situations shall not be grounds for any disciplinary action, except in emergencies and then only in situations where discipline would be appropriate under Article 43 of the contract. If an employee is required to respond to an emergency or any other situation at the fire camp while off duty, the employee shall be entitled to call back / standby status pursuant to the contract.

Section 12. All staff who are assigned to be deployed for fire season, including correctional officer series and food service staff, will be provided the two (2) hour basic wild fire training prior to deployment at fires. This training will be considered on-duty time.

FOR THE EMPLOYER: /s/ Craig Cowan

DATE: 5/11/11

FOR THE ASSOCIATION: /s/ Michael Van Patten

DATE: 5/11/11

LETTER OF AGREEMENT # 9 - SPECIAL HOUSING EVALUATION COMMITTEE OREGON
STATE PENITENTIARY

The Special Housing Evaluation Committee will review and appraise staff for selection in the Special Housing Units. The Evaluation Committee will be composed of two (2) Facility Managers and two (2) AOCE appointed employees. Any review that ends in a split vote will be referred to the facility Superintendent for final determination.

This guideline will apply to Corrections Officers, Corporals, Sergeants and Registered Nurses. Interviews may be scheduled by the Committee with staff as needed. All staff are expected to have read and be familiar with assigned Post Orders, Rules and Policies.

The Parties hereby agree that discipline will affect an employee's ability to be assigned into special housing.

Disciplines:

- a) A Letter of Reprimand (LOR) that is directly related to work is a six (6) month disqualifier for assignment into or remaining in the Special Housing Unit after the Letter of Reprimand has been signed and dated.
- b) A Step Reduction that is directly related to work is a twelve (12) month disqualifier for assignment into or remaining in the Special Housing Unit after the Step Reduction has been signed and dated.
- c) A Suspension and / or Demotion will outline the length of time within the discipline, but not to exceed twenty-four (24) months.

Items the committee may review include, but are not limited to:

- 1) Work History: Last yearly evaluation must have status of 'meets' or 'exceeds' to bid into or remain in the Special Housing Unit. It may be an automatic six (6) month disqualifier if the employee does not meet work standards as provided in the annual evaluation.

Off Duty Discipline: Employees receiving discipline for off duty conduct will be exempt from being disqualified for being eligible to be assigned into the Special Housing Unit so long as there is no nexus between the off duty conduct and the employee's assigned duties.

- 2) Attendance: A Letter of Reprimand related to attendance is a six (6) month disqualifier. Any attendance rating of 'does not meet' work standards on the last yearly evaluation may be a six (6) month disqualifier for assignment into the Special Housing Unit.

- 3) Prior Service in Special Housing Unit: Per Rule Division 48, 291-048-022 a yearly evaluation based on performance may be conducted on staff using the review process which may include an interview with the employee. A staff member may be notified thirty (30) days prior to bid or assignment, that they are not approved to bid into the Special Housing Unit for the next bid cycle. This includes those staff who are currently assigned to the Special Housing Unit. If a situation exists that it is in the best interest of either the staff member or the needs of the Special Housing Unit, a staff member may be removed from Special Housing by the Committee using these guidelines in Mental Health Housing (MHH) Rule Division 48 and Segregation Division 11. Disciplinary Segregation Unit (DSU) retains twenty-four (24) months limit per Division 11 rule.
- 4) Any decisions reached by the Committee shall not be subject to the grievance procedure in the Agreement.
- 5) If the committee makes a decision on an employee and the committee later learns that the decision was based on incomplete or incorrect information for which the committee did not have the information at the time of the decision, the committee will reconvene and discuss and decide on what course of action to follow in light of the new / correct information.

This Agreement becomes effective on the date of the last signature below.

FOR THE EMPLOYER: _____ DATE: _____
FOR THE ASSOCIATION: _____ DATE: _____

LETTER OF AGREEMENT #10 - BHS SHIFT BIDDING

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

The purpose of this LOA is to clarify the pilot project on shift bids for BHS staff working in SMH at the Oregon State Penitentiary.

1. The attached shift scheduled is the first bid for BHS staff working in SMH and shall serve as the pilot bid.

MHI Schedule

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
MHS1		6:30-5pm	6:30-5pm	6:30-5pm	6:30-5pm		
MHS2				6:30-5pm	6:30-5pm	6:30-5pm	6:30-5pm
MHS3	8:00-6:30	8:00-6:30p	8:00-6:30	8:00-6:30			
MHS4			8:00-6:30	8:00-6:30	8:00-6:30	8:00-6:30	
Training		7:30-4:00p	7:30-4:00p	7:30-4:00p	7:30-4:00p	7:30-4:00p	

ICH Schedule

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
MHS1		6:30-5pm	6:30-5pm	6:30-5pm	6:30-5pm		
MHS2			6:30-5pm	6:30-5pm	6:30-5pm	6:30-5pm	
MHS3		9:30-8p	9:30-8p	9:30-8p	9:30-8p		
MHS4				9:30-8p	9:30-8p	9:30-8p	9:30-8p
Training		7:30-4:00p	7:30-4:00p	7:30-4:00p	7:30-4:00p	7:30-4:00p	

BHU Schedule

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
MHS1			6:30-5pm	6:30-5pm	6:30-5pm	6:30-5pm	
MHS2	6:30-5pm	6:30-5pm	6:30-5pm	6:30-5pm			
MHS3		9:30-8p	9:30-8p	9:30-8p	9:30-8p		
MHS4			9:30-8p	9:30-8p	9:30-8p	9:30-8p	
Training		7:30-4:00p	7:30-4:00p	7:30-4:00p	7:30-4:00p	7:30-4:00p	

2. The Parties to this LOA shall maintain the current shift bidding and shift scheduling practices as observed for security for the term of this Agreement.

3. This LOA shall not establish a precedent in the establishment of any shift schedule for other staff during the term of this Agreement.

Dated this 19th day of October 2011.

FOR THE EMPLOYER: /s/Craig Cowan

FOR THE ASSOCIATION: /s/ Michael Van Patten

**LETTER OF AGREEMENT #11 – PHARMACY TECHNICIAN WORK OUT OF CLASS
PAYMENT**

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 Association of Oregon Corrections Employees (Association).

The Parties agree to the following:

1. Employees that are Pharmacy Technician 1 who are currently employed the Agency on the ratification date of the 2017-2019 State of Oregon/AOCE Agreement will be moved to the next higher step in the salary range and the one (1) step work out of class payment will end. The employee will retain his/her salary eligibility date.
2. This Agreement expires June 30, 2019.

LETTER OF AGREEMENT #12 – ARMED ESCORT IN THE COMMUNITY TRAINING
OSCI/OSP

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 Association of Oregon Corrections Employees (Association).

This Agreement applies to security staff at OSCI and OSP Security staff.

The Parties agree to the following:

1. OSCI:
 - a. Within thirty (30) calendar days of a bid, the Agency shall provide all new security staff and reliefs who have bid into hospital watch assignment shall be provided armed escort in the community training.
 - b. Employees who continue to bid for hospital watch and who have completed training shall be required to take a refresher course every twelve (12) calendar months.
2. OSP:
 - a. The Institution shall establish a pool of non-TERT security staff to be trained for armed escorts. If an employee wishes to be trained, the employee will submit a memorandum of interest to be considered for the training. The Institution will select ten (10) security staff that best meets the established criteria established by the Institution.
 - b. Employees having completed training shall be required to take a refresher course every twelve (12) calendar months.
3. This Agreement becomes effective on the first (1st) of the month following the effective date of the 2017-2019 Agreement and automatically terminates June 30, 2019 unless the parties agree to extend or amend its provisions.

**LETTER OF AGREEMENT #13 – CORRECTIONAL COUNSELORS CLASSIFICATION
STUDY**

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 Association of Oregon Corrections Employees (Association).

The Parties agree to the following:

1. The Employer will conduct a formal classification study on the Correctional Counselor classification and amend such classification if needed. The study will be completed no later than September 30, 2018.
2. The Employer will follow the requirements outlined in Article 37 of the State of Oregon/AOCE Agreement.
3. This Agreement starts on the effective date of the 2017-2019 State of Oregon/AOCE Agreement and ends June 30, 2019.

LETTER OF AGREEMENT #14 – PERSONAL DAY

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 Association of Oregon Corrections Employees (Association).

Every corrections professional employee shall receive one (1) personal day off to use between July 1, 2018 through June 30, 2019. This day shall not carry forward to the next contract. The Employer shall occur no overtime to backfill the day off. It must be pre-scheduled with the employee's supervisor.

Memorandum of Understanding (MOU) #1 - For Oregon State Correctional Institution (OSCI)
Re: Special Housing Units

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

OSCI Correctional Officer series employees who bid shift and days off tied to Special Housing Units will be required to voluntarily sign this Memorandum which can and will be considered to meet and satisfy the Collective Bargaining Agreement (CBA) and Agency rule criteria in accordance to bidding into Special Housing Units at OSCI.

Employees who refuse to voluntarily sign this memorandum will forfeit their right to bid the shift and days off tied to the Special Housing Units.

Any employee who bids into Special Housing Units and signs this Memorandum is affirming that they have full understanding and foreknowledge of all Post Orders for Special Housing Units. This includes but is not limited to conditions in regards to inmates, DOC staff, and any applicable DOC Policy, Rule or any other factors that may affect Special Housing Units.

Once the employee has bid, signed this Memorandum, and is assigned to a Special Housing Unit, and the employee by their own choice voluntarily requests to be removed from their assignment in the Special Housing Unit (which is tied to that bid shift and days off), the employee will be assigned to shift and days off based on the needs of the institution as determined by Management. Their placement is regardless of shift or days off that were bid and/or assigned to the employee while in any Special Housing Unit assignment.

Dated this 27th day of June 2011

Michael Van Patten for the Association

Craig Cowan for the Employer

**Acknowledgement by employee that they have read and understand the above:

Printed Name

Signature

Date

Memorandum of Understanding (MOU) #2 - Between Association of Oregon Corrections Employees (AOCE) and the Department of Corrections (DOC) regarding OSCI Overtime

The purpose of this MOU is to identify when overtime is to be hired at OSCI, to clarify the process for hiring overtime among the AOCE security classifications, and to resolve the August 24, 2010 class action grievance filed by AOCE.

1. DOC Policy 40.2.1 Staff Deployment System is to be utilized to ensure staff scheduling is accomplished efficiently and cost effectively, and to increase productivity and security by strategically deploying staff.
2. If overtime is necessary, it will be hired in accordance with AOCE Collective Bargaining Agreement (CBA) Article 12, Section 6.

The following list clarifies points from prior settlements of grievances and / or arbitrations not clearly stated in the Policy or the CBA in regards to roster management. OSCI shall follow these requirements when hiring overtime:

1. Prior to hiring overtime for the next shift, OIC's should utilize any available resources already on shift. This is to include flex staff, shutdown posts, and / or pull posts. The OIC should take into consideration the operation of the facility for that day and ensure there are adequate staff to perform the necessary operations of the institution in a safe and secure manner.
2. If a staff on the Voluntary Overtime List does not volunteer to work an overtime shift, the OIC should put out an all call to those staff on shift to volunteer to work the available overtime prior to utilizing the bucket list (mandatory overtime).
3. If a staff member is contacted for overtime, he/she can elect to remain on the hiring list for future overtime opportunities on the same day. For example, if a staff member declines an overtime opportunity for 2:00 P.M., he / she can elect to remain on the list to be contacted for any 4:00 P.M., overtime opportunities that may occur.
4. Staff may continue to sign up on the voluntary overtime list after it is printed by the OIC and continue to do so throughout the shift. However, staff signing up after the list is being utilized will not displace any assignments already made.
5. When multiple staff are on overtime and overtime can be discontinued, the OIC will first offer to all staff on overtime to volunteer to go home. If no staff member chooses to go home, the OIC will release staff by inverse seniority. However, if staff are assigned to short duration overtime assignments, and those duties have been determined to be completed, those staff will be sent home first.

6. If multiple staff are on mandatory overtime, staff will be released by order of mandatory. The last assigned is the first to leave.

Dated this fifteenth (15th) day of December 2010.

FOR THE EMPLOYER: /s/ Craig Cowan

FOR THE ASSOCIATION: /s/ Michael Van Patten

**Memorandum of Understanding #3 - Clarification of Eight Hour Work Schedule Oregon State
Correctional Institution**

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

The purpose of this Agreement is to clarify the employees working an eight (8) hour shift and rest periods. This Agreement supplements Article 28, Sections 1-2 of the State of Oregon / AOCE Agreement.

The Parties agree to the following:

1. The Straight eight (8) hour shifts implemented with the August 2010 shift bid will remain in effect and become part of the regular shift bid.
2. The break schedule and process that has been used through the current bid will remain in place.
3. Unit staff will work together to relieve one another for their two (2) fifteen (15) minute breaks per shift in a manner that is both conducive to the operation of the unit and staff needs. This section does not amend or eliminate the conditions under which rest breaks are given under Article 28, Section 2 of this Agreement.
4. As long as the Institution uses the staff dining room for its current purposes, the dining room will remain available to all staff to purchase meals to eat there or have delivered to their post.
5. This Agreement becomes effective on the date of the last signature below and terminates June 30, 2019.

FOR THE EMPLOYER: /s/ Craig Cowan

DATE: 12/30/10

FOR THE ASSOCIATION : /s/ Michael Van Patten

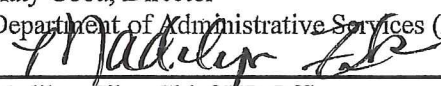
DATE: 12/23/10


SIGNATURE PAGE

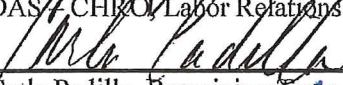
Dated this 13th day of February, 2018

FOR THE STATE OF OREGON



Katy Coba, Director
Department of Administrative Services (DAS)

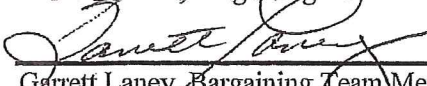

Madilyn Zike, Chief HR Officer
DAS Chief Human Resources Office (CHRO)

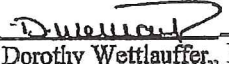

Craig Cowan, State LR Manager
DAS - CHRO, Labor Relations Unit


Carla Padilla, Bargaining Team Member


Martin Imhoff, Bargaining Team Member



Perrie Stewart, Bargaining Team Member

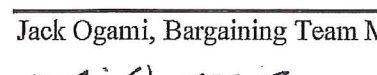

Garrett Laney, Bargaining Team Member



Dorothy Wettlaufer, Bargaining Team Member


Nicole Brown, Bargaining Team Member


Gerald Long, Bargaining Team Member

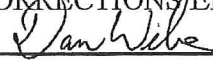

Joe Bugher, Bargaining Team Member

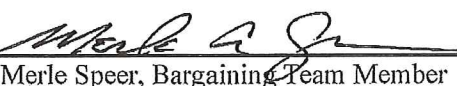

Jack Ogami, Bargaining Team Member

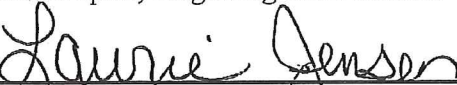

Richard McGraw, Bargaining Team Member

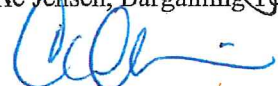

Kimberly Hendricks, Bargaining Team Member

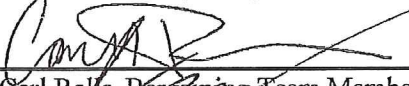
FOR THE ASSOCIATION OF OREGON
CORRECTIONS EMPLOYEES

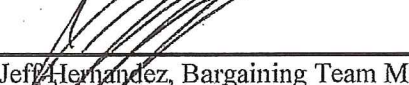

Dan Weber, President

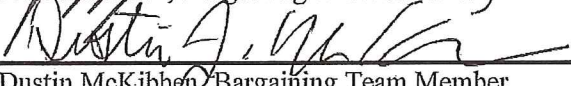

Merle Speer, Bargaining Team Member

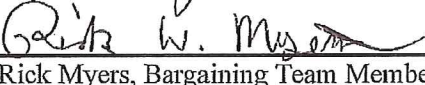

Laurie Jensen, Bargaining Team Member

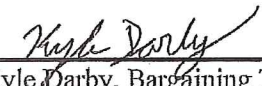

Carl Miller, Bargaining Team Member


Carl Ralls, Bargaining Team Member


Jeff Hernandez, Bargaining Team Member


Dustin McKibben, Bargaining Team Member


Rick Myers, Bargaining Team Member


Kyle Darby, Bargaining Team Member

DAS DEPARTMENT OF
ADMINISTRATIVE
SERVICES
Department of Administrative Services
Chief Human Resources Office
Labor Relations Unit
155 Cottage Street NE
Salem, OR 97301-3971
(503) 378-2616
LRU@oregon.gov

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

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