

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE
STATE OF OREGON**

OREGON CORRECTIONS ENTERPRISES

AND

**THE ASSOCIATION OF OREGON
CORRECTIONS EMPLOYEES**

OREGON CORRECTIONS ENTERPRISES CHAPTER

2016-2018

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ARTICLE 1 - SCOPE OF AGREEMENT

Section 1. Parties to the Agreement

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

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

Section 2. Unit Definition

The Employer recognizes the Association as the sole and exclusive bargaining agent for the employees within the certified bargaining unit. (Certification #RC 48-99) The terms and conditions of employment set forth in this Agreement shall apply to all bargaining unit employees of Oregon Corrections Enterprises (OCE), excluding supervisory, confidential, managerial, temporary and casual employees.

For purposes of clarification, temporary employees employed by the Employer are limited to work one thousand forty (1,040) hours within the twelve (12) month period of their individual hire date. The Employer and Association agree to meet to mutually consider requests of extending the 1,040 hours for individual temporary employees. Furthermore, the Employer agrees to provide a past month report to the Association listing temporary employees by name, hire date, end date, cumulative hours worked as of the current pay period, and work location by the fifth (5th) working day following the end of month payday. The Employer will not employ temporary employees to displace bargaining unit employees.

Section 3. Unit Inclusions and Exclusions

The Employer may establish new or revised positions and determine whether the position is included or excluded from the bargaining unit under ORS 243.650. The Employer will notify the Association in writing, within seven (7) days of its action. If the Association disagrees with the Employer’s action, it will, within seven (7) days, so notify the Employer. If agreement is not reached within thirty (30) days of the original notice to the Association, the Association may submit the matter to the Employment Relations Board.

Section 4. Sole and Complete Agreement

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 parties.

Section 5. Policy Modification

Policies, procedures, management directives, and rules of the Employer which directly relate to mandatory subjects of bargaining as defined in statute and which affect bargaining unit members on the day this Agreement becomes effective shall be continued, unless modified or deleted elsewhere in this Agreement. Should the Employer wish to change such a policy, procedure, management directive, or rule, or to issue a new one, notice will be given to the Association and the matter resolved per ORS 243.698.

Section 6. Emergencies

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

A bona fide emergency includes but is not limited to, 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, or to the Employer's business operations, 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, or to the Employer's business operations.

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.

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.

Section 7. Strikes, Lockouts and Picket Lines

The Association agrees that, except for an impasse caused by mid-contract bargaining, during the life of this Agreement, the Association or its bargaining unit members will not authorize, instigate, aid or engage in any work stoppage, slowdown, sickout, refusal to work, picketing or strike against the Employer, its goods, property, or on its property.

The Employer agrees that during the life of the Agreement there will be no lockout.

Upon notification confirmed in writing by the Employer to the Association that certain bargaining unit members covered by this Agreement are engaging in strike activity in violation of this Article, the Association shall, upon receipt of a mailing list, advise such striking employees in writing, with a copy to the OCE Administrator, to return to work immediately. Such notification by the Association shall not constitute an admission that it has caused or counseled such strike activity.

ARTICLE 2 - TERM OF AGREEMENT

Section 1.

This Agreement, and attachments hereto, shall be in full force and effect upon signature of both parties through June 30, 2018.

Section 2.

The Association will designate its bargaining team members for contract negotiations. No more than three (3) shall be released with pay for the purposes of negotiations for a successor Agreement. The parties agree to work together cooperatively to minimize the Employer's overtime obligations attributable to negotiating a successor agreement. 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 parties.

Section 3.

Either party may open negotiations for a successor Agreement by giving written notice to the other party on or about February 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 March 1, 2018.

ARTICLE 3 - 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 4 - MANAGEMENT RIGHTS

The Association agrees that the Employer retains all inherent rights of management and hereby recognizes the sole and exclusive right of OCE, 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 mission 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 37, 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 5 - 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. The parties agree to share equally in the costs of printing and distributing the Agreement. The Employer agrees to allow duly certified Association Representatives thirty (30) minutes, scheduled within 30 days of employment, to speak to new employees about the Association's exclusive recognition, its benefits, and services available to the membership. 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. Internal Business of Association

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

Section 4. Association Representatives

Association may select, and shall certify in writing to the Employer, employees to act as Association Representatives. Association representatives shall have authority to investigate and resolve grievances, and 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 of either the Association Representative or the bargaining unit member with the approval of management, which will not be unreasonably withheld. The investigation and processing of employee grievances will be permitted during working hours without loss of compensation. If the permitted activities would interfere with either the 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 which the employee reasonably believes may result in disciplinary action.

Management shall provide written notification to the President of the Association or designee of a pending disciplinary action (suspension, permanent reduction in pay, demotion or dismissal) against an employee.

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 leave without pay 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 the Employer based on operational needs of the Employer. Leave will be requested through the normal Employer procedure.
- B. The Association's Vice President (the AOCE-OCE VP) as well as two (2) designated Representatives (one (1) from the west and one (1) from the east side of the state) shall be granted leave without loss of pay or benefits to attend to any of the following activities originating from this bargaining unit:
 - i. Responding to an employee request for a representative under circumstances indicated in Section 4 above;
 - ii. Any other meeting where the Association's Representative is requested by management; and
 - iii. Arbitration hearings or other administrative hearings directly involving the Association.
 - iv. To attend Association meetings, approved by the OCE Administrator, which will not take more than sixteen (16) hours a month.
- C. Leave will be requested through the normal Employer procedure. Failure to follow the procedure may result in Leave Without Pay.

Section 6. - Communications

- A. The Association will provide and maintain a reasonable number of glass-enclosed bulletin boards at the employer work locations for the Association to use to post official Association notices only. The type of glass will be approved by the facility Superintendent. The boards shall be located in areas providing reasonable access to Association membership. 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 systems for communicating with its members. These communications will not unduly impact the operations of the Mailroom. In addition, the Association may use OCE facsimile machines for the purpose of communicating with its members at various OCE locations. The Association will reimburse the Employer for long distance costs from the use of OCE facsimile machines. These facsimile machines will not be used for bulk items. If the Employer determines there is an impact from use of the mail system or facsimile machines, this matter will be reopened for negotiations.
- C. Upon written request, the Association may be allowed the use of the facilities of the Employer for meeting (excluding General Membership meetings) when available and to the extent OCE can control access. Arrangements will be made in accordance with facility rules.
- D. Where access to the DOC and/or OCE computer systems exists, the following electronic communications are authorized:
- Two-way communication relative to management approved committees (i.e., labor/management committees) between officially designated Association officers and management, and
 - One-way communication via the designated bulletin boards, Association offices, or represented employees, regarding upcoming meetings, training, or labor/management committees.

The Association agrees that use of electronic communications will be without cost to OCE. Employees authorized to access the system will do so on off-duty time. Employees will not use OCE printers or paper to print communications. Usage shall comply with OCE policies applicable to all users such as protection or confidential information and security information. This provision no longer will apply if OCE changes or discontinues a computer system and thereby loses the ability to maintain the e-mail system. The parties understand that any and all communications are not confidential. As such, all communications shall be subject to OCE's Acceptable Use of Electronic Information Systems policy.

Section 7. Dues Deduction

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

Section 8. Fair Share

The terms of this Agreement 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. The parties also recognize that employees who are subject to Fair Share deductions have the right to rescind such agreement consistent ORS 243.650 (10). Should there be any change, during the life of this Agreement, in the statutory authority which permit entering into a Fair Share agreement, this Section shall become null and void.

Each employee not exempt under recognition of this Agreement shall within thirty (30) days of hire, have deducted monthly from his/her pay by OCE 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 Agreement 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 OCE 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

OCE will, upon request of the Association, provide any regularly produced computer runs containing non-confidential statistics of the Association's bargaining unit members. On a monthly basis, OCE will provide a printout of members and the amount of dues paid to the Association, noting changes in status or dues. This will include one (1) printout quarterly showing names and addresses of all bargaining unit employees. Any costs incurred in compiling and photocopying these statistical reports under this Agreement shall be billed to the Association.

ARTICLE 6 - ASSOCIATION/MANAGEMENT MEETINGS

Section 1. Purpose

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

Either OCE or the Association 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. Contractual type negotiations, attempts to resolve individual grievances, or similar matters must be handled in the manner provided within the Agreement and will not be proper subject matter for such meeting.

ARTICLE 7 - EMPLOYEE PARKING

Provided there is no cost to the Employer, management shall maintain, without charge, parking facilities at each OCE facility. If there is a cost to the Employer for parking, the Employer shall determine and appropriately charge a parking fee to the employee using the parking facilities. If this occurs, the Association reserves the right to reopen this article for negotiations.

ARTICLE 8 - CONTRACTING OUT

The Employer 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 Employer 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).

ARTICLE 9 - TRIAL SERVICE

Section 1. Trial Service

Each employee appointed to a position in the bargaining unit by initial appointment to OCE, 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. Duration

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 OCE and six (6) full calendar months for a promotion within the Bargaining Unit. Trial service may be extended only in instances where a trial service employee has been on cumulative leave without pay for fifteen (15) days or more and then only by the number of days the employee was on such leave.

Section 3. Early Completion

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. Removal.

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. Promotional Trial Service

Employees on promotional trial service who are removed, shall be reinstated to their former position, if still available and not filled, or to position with a similar salary as previously provided the employee is qualified, or can qualify within sixty (60) days and providing such an employee was a regular employee in another position in the Bargaining Unit.

ARTICLE 10 - COMPENSATION

Section 1. PERS Pick up

Public Employees Retirement System Members:

An employee who is employed by OCE 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 is for the purpose of this section defined as a Public Employees Retirement System member.

On behalf of these employees, the Employer will continue to “pick up” the six percent (6%) employee contribution to the Public Employees Retirement fund payable as the law requires. 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 or with respect to the constitutionality of HB 2003 and/or HB 2004.

Oregon Public Service Retirement Plan Pension Program Members:

An employee who is employed by OCE on or after August 29, 2003, and who is not eligible to receive benefits under ORS chapter 238 for service with the employer pursuant to Section 2 of Chapter 733, Oregon Laws 2003, is for the purpose of this section defined as an Oregon Public Service Retirement Plan Pension Program member.

As of the date that an employee becomes a member of the OPSRPP Individual Account Program established by Section 29 of Chapter 733, Oregon Laws 2003, the employer 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 employer shall not be considered to be “salary” under Section 1(16) of Chapter 733, Oregon Laws 2003, for the purposes of computing an Oregon Public Service Retirement Plan Pension Program member’s “final average salary” under Section 10, Chapter 733, Oregon Laws 2003, or “salary” for the purposes of determining the amount of

employee contributions required to contributed pursuant to Section 32 of Chapter 733, Oregon Laws 2003.

All employees who are designated to an institution or who supervise inmates more than fifty percent (50%) of their time or (and) shall be deemed to have duties which include custody of inmates and for purposes of PERS retirement shall be so assigned by the OCE Administrator.

Section 2. Job Groups and Job Titles

- A. The parties recognize that the current State of Oregon classification system does not adequately address the business needs of the Employer. Therefore, the Employer shall have the right to design and implement an appropriate job classification system. The Job Title and Job Group structure is attached hereto as Appendix A. Should the Employer change or add a Job Group or a Job Title (in a manner that includes a significant change in job duties) and/or salary range, the Employer shall furnish a written copy of the change to the Association for review. If the Association believes the change to be unreasonable, then within fifteen (15) days of the date of the notice to the Association, the Association shall request that the Employer meet to discuss the issue. If such meeting fails to resolve the issue, the Association shall have the right to grieve the change.
- B. An employee may be permanently assigned to a different Job Group or to a different Job Title (where the employee has a significant change in job duties) provided that the employee is qualified (or can qualify for the new duties within sixty (60) days), there is a valid business reason for the change and the employee consents to the change. Notwithstanding anything to the contrary in this Section, the Employer retains the right to modify an employee's current duties and to assign additional duties consistent with the current Job Title. In no case shall an employee's wages be reduced.

Section 3. Salary Adjustment

Effective July 1, 2016, or upon contract ratification, whichever is later, salary schedules shall be increased by 2.5%.

Effective July 1, 2017 salary schedules shall be increased by 2.5%.

Section 4. Performance Pay System

The Employer and the Association agree to move towards a pay for performance compensation system. Towards that end, the parties agree to form a task force consisting of represented employees and managers that will review current performance management and compensation policies and will make recommendations designed to move the Employer towards a pay for performance system. The task force recommendations shall not be binding on either party. However, the Employer and the Association agree to act in good faith in an effort to create and maintain a mutually beneficial performance-based compensation system.

Section 5. Compensation of Sales Representatives

The Employer may re-open negotiations over the sales representatives compensation at any time. Nothing in this Agreement prohibits the Employer from utilizing independent contractors as sales representatives, which shall not cause the layoff of present sales representatives.

Section 6. Bonus Plan

The Employer may develop and implement bonus or reward programs of its choosing and will include bargaining unit employees in any organization wide reward or bonus programs that are implemented.

Section 7. Customer Service Coordinators (CSC)

Effective July 1, 2016 CSCs shall move to Job Group 9. Employees will remain at their current step but move to JG 9.

ARTICLE 11 - SALARY ADMINISTRATION

Section 1. Annual Performance Increase

Employees shall be eligible for annual performance pay increases on their eligibility date, provided the employee is not at the top step of the applicable salary range. The annual performance pay increases shall be awarded to eligible employees who have met the job expectations during the review period. These performance increases shall be effective on the first (1st) of the month following the salary eligibility date and must be submitted prior to the proposed effective date. The employee may be denied the annual performance pay increase if performance or attendance is not satisfactory. The denial may be grieved as if it is discipline.

Section 2. Emergency Draws

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

Section 3. Salary on Promotion

An employee shall be given an increase to the next higher rate in the new salary range effective on the date of the promotion and on the first (1st) of the month following completion of trial service after promotion and thereafter in accordance with Section 1 of this Article.

Section 4. Salary on Demotion

Whenever an employee voluntarily demotes to a Job Title in a lower Job Group that has a salary rate the same as the previous job group, the employee's salary shall stay at the same rate.

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

Whenever employees demote to a Job Group 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 5. Recoupment of Salary Overpayments

Employees shall notify the Employer if the employee becomes aware of a salary overpayment. In the event that an employee receives wages from the Employer to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Employer shall make deductions from future paychecks of the employee to recover the overpayment by notifying the employee in writing of the overpayment. Within fifteen (15) calendar days, the Employer and employee shall attempt to reach agreement as to a mutually acceptable repayment schedule. If they are unable to do so, each side's last offer shall be presented to an arbitrator, who shall select one.

ARTICLE 12 - OVERTIME

Section 1. Time Worked

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 count as time worked.

Section 2. Designating Hours as Overtime

- A. Overtime for full time employees shall be time worked in excess of either four (4), eight (8), ten (10), or twelve (12) hours per day, or forty (40) hours per week depending on the employee's scheduled work week. Daily overtime shall correspond with the scheduled hours for the work day.

Full-Time Employees	
Schedule	Overtime Applies

Three (3) days, twelve (12) hour shifts One (1) day, four (4) hour shift = Forty (40) hours (work week)	Time worked after 12-hours Time worked after 4-hours
Five (5) days, eight (8) hour shifts = Forty (40) hours (work week)	Time worked after 8-hours
Four (4), ten (10) hour shifts = Forty (40) hours (work week)	Time worked after 10-hours

- B. Overtime for part time employees shall be time worked in excess of either eight (8), ten (10), or twelve (12) hours per day, or forty (40) hours per week depending on the employee's scheduled work week. Should a part time employee be scheduled for a work day of less than eight (8) hours, overtime shall be paid for time worked in excess of eight (8) hours.

Part-Time Employees	
Schedule	Overtime Applies
One (1) to five (5) days, four (4) to eight (8) hour shifts ≤ Forty (40) hours (work week)	Time worked after 8-hours
One (1) to four (4) days, ten (10) hour shifts ≤ Forty (40) hours (work week)	Time worked after 10-hours
One (1) to three (3) days, twelve (12) hour shifts ≤ Forty (40) hours (work week)	Time worked after 12-hours

- C. Except for shift changes requested by the employee (including voluntary shift trades between employees), if a shift change requires that an employee work more than five (5)

consecutive days, the employee shall be compensated at the rate of time and one-half (1-1/2) for all hours worked in excess of forty (40) hours within the employee's prior work week.

- D. Any employee who is required to work more than eight (8) hours in any twenty-four (24) hour period or ten (10) hours for those employees on a four (4) day, ten (10) hour per day work schedule, or twelve (12) hours, for those employees on a schedule including twelve (12) hour per day work shifts with a four (4) hour shift shall be paid at the overtime rate for all hours actually worked in excess of eight (8), ten (10), or twelve (12) hours as applicable during that same twenty-four (24) hour period. This section shall not apply to a scheduled four (4) hour shift, that is consecutive to three (3) twelve (12) hour shifts.

Section 3. Overtime Compensation

Overtime shall be paid at the rate of time and one-half (1-1/2). The form of compensation of overtime shall be cash or compensatory time off, at the option of the Employer. Overtime compensation in the form of compensatory time shall be credited at the appropriate overtime rate. Any compensatory time accrued in excess of eighty (80) hours shall be paid off within the pay period of the month following the month in which it is accrued. The Employer shall have the right to pay off accrued compensatory time upon the promotion of the employee to a higher Job Group.

Section 4. Overtime Assignment

Employees may volunteer for overtime, in a position for which they qualify, in other business units but will be put on the list below all employees assigned to that business unit and then by bargaining unit seniority as defined in Article 32. Employees with a CDL but not in the Customer Service Coordinator (Delivery) job classification may volunteer to be on the Customer Service Coordinator (Delivery) overtime list but will be placed on the list below all the Customer Service Coordinator (Delivery) and then by bargaining unit seniority as defined in Article 32. If the Employer cannot find a volunteer, or if none of the volunteers have the skill to supervise the work being performed by inmates, the Employer may draft qualified employees for the overtime opportunity on a rotating basis, based on inverse seniority pursuant to Article 32.

- A. If the overtime need is the same day, the overtime will first be offered to the employees on duty in the business unit by job seniority. If the overtime remains unfilled, or if there is a valid reason for denial of the overtime to that employee, the Employer will make the overtime opportunity available to qualified off-duty employees on the voluntary overtime list in that classification in the business unit, by job seniority. If the overtime remains unfilled, the Employer will make the overtime opportunity available to qualified employees on the voluntary overtime list outside the business unit within the institution by bargaining unit seniority.
- B. If the overtime need is for a weekend, holiday or non-shift day, the Employer will make the overtime opportunity available to qualified off-duty employees on the voluntary overtime list in that classification in the business unit, by job seniority. If the overtime remains unfilled, the Employer will make the overtime opportunity available to qualified

employees on the voluntary overtime list outside the business unit within the institution by bargaining unit seniority.

- C. When management is unable to find a volunteer to fill the overtime assignment based on the above procedures, the Employer may draft employees for the overtime opportunity from a mandatory overtime list on a rotating basis, based on inverse employment seniority by business unit.

If the Employer determines there is a need for overtime work for a Customer Service Coordinator (Delivery), the following procedure will be used:

- D. If the overtime need is the same day, the overtime will first be offered to the Customer Service Coordinator on duty by job seniority. If the overtime remains unfilled, the Employer will make the overtime opportunity available to off-duty Customer Service Coordinator on the voluntary overtime list in that geographic area (East/West), by job seniority. If the overtime remains unfilled, the Employer will make the overtime opportunity available to qualified, non-Customer Service Coordinator classified, and CDL licensed employees on the voluntary overtime list in the geographic area by bargaining unit seniority. A master overtime list for Customer Service Coordinators will be maintained, one (1) for the East side shops and one (1) for the West side shops. All employees in that job group will be able to volunteer for any Customer Service Coordinator overtime assignment in their geographic area.
- E. When management is unable to find a volunteer to fill the overtime assignment based on the above procedures, the Employer may draft employees for the overtime opportunity from a mandatory overtime list on a rotating basis, based on inverse employment seniority, by business unit, then by geographic area.

The immediate supervisor/production manager will maintain the voluntary overtime lists for both employees assigned to the business unit and those qualified volunteer employees outside the business unit. Overtime eligible employees within the business unit will automatically be placed on the voluntary overtime list unless they individually notify their respective supervisor of not being available on a weekly basis. Notification may be made by phone, in person, via e-mail, or a memo. All overtime must be authorized by Management.

See Appendix D: Overtime Matrix

Section 5. Flexible Work Schedules

Notwithstanding anything to the contrary in this Article, nothing herein is intended to preclude the Employer from establishing flexible work schedules without incurring overtime penalties. Any such flexible work schedules would be negotiated between the parties prior to implementation and set forth in a separate document.

ARTICLE 13 - DIFFERENTIAL

Section 1. Work-Out-of-Classification (WOC)

An employee who is assigned temporarily into a higher Job Group shall receive a (WOC) pay differential of five percent (5%) of his or her pay provided that such temporary assignment is for forty (40) hours or more per the employees work week. An employee performing the duties out of his or her Job Group for training or developmental purposes shall be informed in writing of the purpose and length of such assignment during which there shall be no extra pay for the work. A copy of the notice shall be placed in the employee's personnel file. An employee may be temporarily assigned, for a period not to exceed two (2) weeks, to a different Job Title, within the same Job Group, without receiving any additional compensation.

Section 2. Lead Work

- A. Lead work differential shall be defined as a differential for employees who have been formally assigned by their supervisor, in writing, "lead work" duties in their Job Title for five (5) consecutive work days or longer or for forty (40) consecutive hours or longer. Lead work is where, on a recurring daily basis, while performing essentially the same duties as the workers led, the employee has been directed to perform substantially all of the following functions: to orient new employee, if appropriate; assign and reassign tasks to accomplish prescribed tasks efficiently; give directions to workers concerning work procedures; transmit establish 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.
- B. 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. 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 Job Group payment.
- C. Lead Work shall not apply for voluntary training and development purposes which are mutually agreed to in writing between the supervisor and the employee.
- D. If an employee believes that he/she is performing the duties that meet the criteria for lead work but the duties have not been formally assigned in writing, the employee may notify the Business Unit Manger in writing. The Employer will review the duties within fifteen (15) calendar days of the notification. If the Employer determines that lead work duties were in fact assigned and are appropriate, the lead work differential will be effective beginning the day the employee notified the Production Manager of the issue.
- E. If the Employer determines that the lead work duties were in fact assigned but should not be continued, the Employer 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.

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

Section 3. Shift Differential

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

The employee shall be paid a differential of seventy five cents (\$0.75) for all hours of any shift which starts between the hours of 12:00 p.m noon and 3:00 a.m. A portion of an hour is a period of thirty (30) minutes or greater.

Section 4. Bilingual Differential

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.

Section 5. Relief

All represented employees while in a position designated in writing as relief shall receive an additional five percent (5%) while so designated.

All employees designated as relief shall work an irregular work schedule. The bid sheet and shift assignment letter shall reflect the default shift for the relief. An irregular work schedule is when a full time or part time employee works irregular shifts (starting and stopping times and days of the week may vary on a daily or weekly basis) to cover unscheduled absences, extended FMLA absences, and scheduled vacations. Employees so designated shall be exempt from Article 26, Section 3 (Work Schedule) and Section 7, Paragraph H. Employees will be entitled to the appropriate differentials under this article when assigned work schedules meet the criteria of Sections 3, 4, & Article 14, Section 1 (Turnaround Pay).

Section 6. Security Differential

Effective and retroactive to July 1, 2015, security differential points will be awarded to full-time and part-time eligible employees according to the chart below. Each point is worth thirteen dollars and twenty-five cents (\$13.25) per pay period. Part-time employees receiving security differential will receive prorated point values.

<u>OCE Job Group</u>	<u># of SDU</u>
1. General Laborer	0
2. Office Support (OS1) at Administration Bldg.	2
3. Accounting Technician (AT1) at an Institution/Facility	3
4. Accounting Technician (AT1) at Administration Bldg.	0
5. Senior Office Support (OS2) at an Institution/Facility	3

6.	Senior Office Support (OS2) at Administration Bldg.	0
7.	HR Assistant	0
8.	Line Supervisor - Warehouse	7
9.	Receiving/Distribution Clerk at Administration Bldg	0
10.	Receiving/Distribution Clerk at an Institution/Facility	3
11.	Accounting Technician (AT2) at an Institution/Facility	3
12.	Accounting Technician (AT2) at Administration Bldg.	0
13.	Customer Service Coordinator (Delivery)	3
14.	Senior Accounting Tech (AT3) at Administration Bldg.	0
15.	Senior Accounting Tech (AT3) at an Institution/Facility	3
16.	Payroll Coordinator (AT3) at Administration Bldg.	0
17.	Education Programs Coordinator at Administration Bldg.	0
18.	Education Programs Coordinator at an Institution/Facility	3
19.	Inmate Workforce Coordinator	0
20.	Production Coordinators	7
21.	Sales Representative	6
22.	Accountant 1	0
23.	Info Systems Specialist (IS3) at Administration Bldg.	0
24.	Info Systems Specialist (IS3) at an Institution/Facility	3
25.	Info Systems Specialist (IS3) at OSP/SRCI Call Center	7
26.	Program Representative 1	0
27.	Computer Aided Drafting Specialist	6
28.	Accountant 2	0
29.	Info Systems Specialist (IS4) at Administration Bldg.	0
30.	Info Systems Specialist (IS4) at an Institution/Facility	3
31.	Info Systems Specialist (IS4) at EOICI/OSP/SRCI Call Center	7
32.	Buyer	6
33.	Info Systems Specialist (IS5) at Administration Bldg.	0
34.	Info Systems Specialist (IS5) at an Institution/Facility	3
35.	Info Systems Specialist (IS5) at OSP/SRCI Call Center	7
36.	Accountant 3	0
37.	Info Systems Specialist (IS7) at Administration Bldg.	0
38.	Info Systems Specialist (IS7) at an Institution/Facility	3
39.	Info Systems Specialist (IS7) at SRCI	3
40.	Electrician	7
41.	Technology & Marketing Specialist	2

ARTICLE 14 - TURNAROUND, CALL BACK AND REPORTING PAY

Section 1. Turnaround Pay

On a scheduled shift when the time is scheduled less than twenty four (24) hours from the previous shift start time the affected employee will in addition to their regular compensation be granted additional turnaround pay. The affected employee will receive one (1) hour of compensation at his/her straight time rate of pay for every hour they are scheduled with less than a twenty four (24) hour break between shift start times. The employee will be paid no less than one hour for every partial hour they are scheduled. No application of turn around pay shall be

construed or interpreted to effect a “pyramiding” of overtime, i.e., time and one-half(1 1/2). This section shall not apply to a scheduled four (4) hour shift, that is consecutive to three (3) twelve (12) hour shifts.

Section 2. Call Back

An employee who is called back to work outside his/her regular shift, for reasons other than scheduled overtime, will receive compensation for hours actually worked, but in no event will the employee be paid less than four (4) hours at the straight time rate of pay.

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.

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 3. 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

Section 1. Calculating On-Call Compensation

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

Section 2. Designating On-Call Duty

An employee shall be on on-call duty 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 3. Time Worked

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

ARTICLE 16 - PER DIEM/MILEAGE/MOVING ALLOWANCE

All bargaining unit employees will be reimbursed for per diem, mileage and moving expenses according to the most current OCE Travel Policy. The rates listed in the policy shall

not be reduced for members of the bargaining unit during the life of the Agreement unless the IRS reduces its rates, and shall be raised if the IRS raises its rates.

ARTICLE 17 - INSURANCE

Section 1. Employer Contribution

An employer contribution will be made for each eligible employee who has at least eighty (80) regular paid hours in the month and participates in the flexible benefits program as administered by the Public Employees' Benefit Board or other insurance carriers(s) under contract with OCE.

Should OCE seek a benefits program outside of the Public Employees Benefits Board, a committee composed of both represented and management staff shall be formed to evaluate options and make a selection on a new benefits program that provides the same level of benefits as current PEBB benefits.

- i. For January 1, 2016 through December 31, 2016 the Employer and Employee contribution percentages will be the same terms agreed to in the AOCE and Department of Corrections collective bargaining agreement for insurance for the plan year of January 1, 2016 through December 31, 2016.
- ii. For Plan Year 2017 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.

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 percent (99%) of the monthly premium for PEBB health, vision, dental and basic life insurance benefits and the employee shall pay one percent (1%).

- iii. For January 1, 2018 through December 31, 2018 the Employer and employee contribution percentages will be the same agreed to in the AOCE and Department of Corrections collective bargaining agreement for insurance for the plan year January 1, 2018 through December 31, 2018.
- iv. PEBB 2017 Projected Funding Composite Rate and 2016 Cost of Living Adjustment. For every one and eighty two hundredths percent (1.82%) that the 2017 PEBB projected composite rate is below the projected three and four tenths percent (3.4%) for Plan Year 2017, the 2.5% across the broad pay increase will be paid one (1) month earlier but no more than two (2) months earlier.

Section 2. Part-time Employees

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

Section 3. Employer Contributions

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

Section 4. Employee Assistance Program

OCE will enroll in an Employee Assistance Program (EAP) and pay all cost associated with it, i.e., cost per person.

Section 5. Liability of 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 legal defense.

Section 6. Reimbursement for Expenses in Criminal Cases

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

ARTICLE 18 - HOLIDAYS

Section 1. Holidays

The following holidays will be recognized and paid for eight (8) hours at the regular straight time rate of pay for full time employees, pro-rated for part time employees and not compensated for employees on leave without pay (excluding FMLA/OFLA or Workers Compensation leave) either the day before or after these holidays:

- 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. Day After Thanksgiving Day;
- J. Christmas Day on December 25;
- K. Every day appointed by the Governor of the State of Oregon as a holiday.

Section 2. Holiday Leave for Regular Work Schedules

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.

For staff working in positions staffed six (6) days a week, the holiday will either be the actual holiday should the OCE business unit be operating, or the recognized holiday should the OCE business unit be closed on the actual holiday. Nothing in this section precludes management's right to close an OCE business unit for the actual and/or recognized holiday.

Section 3. Working on Holidays

The Employer shall provide at least fourteen (14) calendar days advance notice of work requirements for an upcoming holiday. Employees shall have the opportunity to volunteer to work the holiday based on seniority. If there are insufficient volunteers to work the holiday the Employer may mandate employees scheduled to work based on inverse seniority. Employees who are required to work (either by volunteering on the sign up sheet or by mandate) 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 shall be at the rate of time and one-half (1-1/2), for all hours worked on a holiday. 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. Employees receiving additional compensation will receive this pay for actual hours worked on the holiday.

Section 4. Holiday Leave for Alternate Work Schedules

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

Section 5. Holidays Occurring During Leave

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

ARTICLE 19 - VACATION

Section 1. Computation of Vacation Leave Hours

Newly hired employees shall be eligible to use vacation leave upon completion of six full calendar months of employment; at which time full-time employees shall be credited with forty-eight (48) hours of vacation leave. Part-time employees shall be credited with prorated hours (based on 8 hours accrued per month for full-time) based on their work schedule. Newly hired employees transferring from a State of Oregon agency to OCE are immediately eligible to use accrued vacation and to immediately accrue monthly vacation hours based on their total years of state service. Thereafter, vacation leave shall be accumulated as follows:

6 months through fifth (5th) year	10.66 hours per month
After fifth (5th) year through tenth (10th) year	12.66 hours per month
After tenth (10th) year through fifteenth (15th) year	14.66 hours per month
After fifteenth (15th) year through twentieth (20th) year	16.66 hours per month
After twentieth (20th) year through twenty fifth (25th) year	18.66 hours per month
After twenty fifth (25th) year	20.66 hours per month

Section 2. Compensation of Accrued Vacation

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

Section 3. Vacation Payments after Employee's Death

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

Section 4. Accruing Vacation While on Paid Leave

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

Section 5. Jury Duty

Service with a jury shall be considered time worked.

Section 6. Break in Service

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

Section 7. Determining Vacation Accrual Rate After Specific Leaves

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

Section 8. Maximum Accumulation of Vacation Hours

Vacation hours may accumulate to a maximum of three hundred fifty (350) hours.

Section 9. Pro-rated Leave Accrual

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

Section 10. Vacation Bidding

Employees in business units with a bidding process shall select their vacation on the basis of their seniority in their current job title with the Employer with job group ten (10) (former Corrections Production Coordinator 3) being considered as one (1) job title for this purpose.

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.

For employees working in business units without a bidding process, vacation time shall be selected by mutual agreement between the employees and the Production Manager. If two (2) or more employees request the same period of time and the matter cannot be resolved by agreement of the parties concerned, the employee having the greatest length of State service shall be granted the time; however, this tie breaking seniority may be exercised only once in any calendar year. Within 90 days of an approved vacation, seniority will not be used to bump a lower seniority staff member from this approved vacation time. In the event that no mutually acceptable vacation schedule can be agreed upon, vacation schedules shall be determined by bidding process stated immediately above.

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.

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 within fourteen (14) calendar days of the date received. 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 bid vacation under this Section.

Section 11. Vacation Payout

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 paid in full, up to a maximum of three hundred (300) hours with approval from the OCE Administrator, when they are laid off, terminated or take educational leave without pay in excess of thirty (30) days.
- B. As provided for set-off of damages or misappropriation of State property or equipment on termination;
- C. To avoid losing vacation, the Employer may schedule the employee within three months prior of accruing the maximum of three hundred fifty (350) hours to take vacation or make a cash payment up to a maximum of forty (40) hours with approval from the OCE Administrator, in lieu of scheduling. In lieu of a cash payment, an employee may request the vacation payout (up to forty (40) hours) be deferred into their Oregon Savings Growth Plan. Such deferral is limited to once per calendar year and subject to OSGP contribution limits. (OSGP allows contributions from vacation payouts – employee is not taxed on dollars contributed.)

Section 12. Vacation Start Date

Employees' vacations will start the first (1st) day following their regularly scheduled days off when approved by the Employer.

ARTICLE 20 - SICK LEAVE WITH PAY

Section 1. Computation of Sick Leave Hours

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. Transferring Agencies

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

Section 3. Break in Service

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

Section 4. Pro-rated Leave Accrual

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

Section 5. Approved Uses of Sick Leave

Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease, attendance upon members of the employee's immediate family (employee's parent, wife, husband, domestic partner, children, brother, sister, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, minor relative in the employee's care, 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/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 Employer 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 Employer 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 Employer 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.

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 fifty (350) 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 OCE Administrator 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 OCE Administrator 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 cannot work.

Section 6. Workers' Compensation and Sick Leave

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.

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 OCE Administrator 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 thirty (30) days of such leave. The OCE Administrator, 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 fifty (150) days. After the first one hundred eighty (180) calendar days of such time loss in any rolling twelve (12) month period, the supplemental pay shall end and the employee shall have the option of sick leave proration use as described above. 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 thirty (30) calendar days, OCE may require the employee be evaluated by the OCE's independent medical examiner to assess the ongoing need for the time off.

Section 7. Use of Other Leave as Sick Leave

If an employee's sick leave accrual shall become exhausted, the employee may, at his/her option, with management's approval, utilize any vacation, holiday, personal leave or compensatory time they have accrued. No employee shall be mandated to use vacation, personal leave, or compensatory time for sick leave.

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 forty (40) total hours in their sick leave and/or vacation account for use following their return to work. However, 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 forty (40) 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, not less than forty (40) 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 8. Funeral Leave

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

Section 9. Parental and Family Leave

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

Section 10. Hardship Leave

OCE will allow employees to make irrevocable donations of accumulated vacation leave to the recipient while the employee is recuperating from an extended or qualified intermittent illness or injury or attending a family member suffering from illness or injury. Hardship Leave donations will be administered under the following stipulations:

- A. Donating employees must have completed initial trial service with OCE
- B. Due to OCE payroll system limitations, the recipient must be an employee of OCE.
- C. OCE shall not assume any tax liabilities that would otherwise accrue to the employee.
- D. Use of donated leave shall be consistent with other sections of this Article.
- E. Any OCE employee wishing to donate accrued vacation leave under this policy must have a minimum of 40 hours of sick leave available, as a safeguard against incurring LWOP in the event of their own illness or other emergency situation.
- F. Applications for hardship leave shall be in writing and sent to the OCE's Human Resources Department and accompanied by the treating physician's written statement certifying that the current condition will continue for at least fifteen (15) calendar days following exhausting of accumulated leave.
- G. Accumulated leave includes sick, vacation, and compensatory leave accruals.
- H. 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. Recipients will be allowed to keep forty (40) hours of donated hardship 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.
- I. 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.
- J. If the recipient is eligible for or receiving disability or workers compensation benefits, they lose eligibility to receive donations under this section.
- K. Time spent by the recipient on donated hardship leave shall not count towards completion of their trial service period, nor towards salary eligibility date for a step pay increase. When the recipient is released to return to duty, the end of trial service date and salary eligibility date will be adjusted by the period of the donated hardship leave taken.

ARTICLE 21 - SICK LEAVE WITHOUT PAY

Section 1. Job Incurred Injury

After earned sick leave has been exhausted, the OCE Administrator 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. The OCE Administrator may require that the employee submit a certificate from the attending physician or practitioner in verification of disability resulting from job-incurred injury or illness. Any cost associated with the supplying of a certificate concerning a job-incurred injury or illness that is not covered by Workers' Compensation benefits shall be borne by the Employer.

Section 2. Non Job Incurred Injuries

After earned sick leave, or other paid leave has been exhausted, the OCE Administrator shall, unless a valid business reason for denial is shown, upon written application of the employee, grant a sick leave absence without pay for any non-job-incurred injury or illness to any employee for a period up to one (1) year.

The OCE Administrator may require that the employee submit a certificate from the attending physician or practitioner in verification of disability resulting from non-job-incurred injury or illness, or continuation thereof.

Section 3. Medical Certification

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 without pay absence may be canceled by registered letter to the last known address. Failure to return to work or supply a certificate within five (5) days of delivery or attempted delivery shall be deemed a resignation.

ARTICLE 22 - INCLEMENT CONDITIONS

Section 1. Ordered Home

When, in the judgment of the OCE Administrator or designee, weather conditions or other hazardous conditions require the closing or curtailing of OCE operations within the employees' regularly scheduled work day and the employees are ordered home, the employees will be paid for the remainder of their regularly scheduled shift.

Section 2. Directed to Remain At Home

The OCE Administrator 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, or television or radio prior to the employee leaving home, the employer 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. Notice not Given to Employee

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 23 - LEAVES WITH PAY

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

- A. Service with a jury. The employee, 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 may be assigned to day-shift for those days the employee is required to report for jury duty, if it is necessary to do so for the jury service. The employee shall report to work for the remainder of his/her shift. Jury service shall be considered time worked for all hours that occur during an employee's regularly scheduled shift.
- B. 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.
- C. Search & Rescue: 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.
- D. Military: Eligible employees shall be granted paid military leave in accordance with applicable Oregon Statutes and federal regulations.
- E. Job Interview Leave: Leave with pay for job interviewing and testing, subject to the provisions of OCE Policy 06.07.03 (Special Leaves with Pay), for employment opportunities in state government or OCE may be granted by the supervisor, who will also determine the amount of time that is appropriate.
- F. Education: An employee may be granted educational leave in which OCE 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 OCE will outweigh the cost and inconvenience to OCE. Each request for leave must be approved by the Administrator who normally shall not approve such leave for more than one (1) year. Vacation shall not accrue during an educational leave with pay, the duration of which exceeds fifteen (15) calendar days.

- G. Workers Compensation Cases: An employee who is not in a leave without pay status, who attends a SAIF hearing during the employee's regularly scheduled shift shall be granted leave with pay for the hearing.

ARTICLE 24 - LEAVE OF ABSENCE WITHOUT PAY

Section 1. LWOP Application

Applications for leave of absence without pay will be in writing and submitted to the immediate supervisor. With the exception of educational and military leave without pay, no application will be approved until all appropriate leaves have been exhausted. The employee shall be granted a leave of absence without pay unless a valid business reason for denial can be shown.

Section 2. Salary Impact

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 3. Military

An employee who has received official orders from any Reserve component of the Armed Forces of the United States shall be given such military leave without pay as may be provided by law.

ARTICLE 25 - PRE-RETIREMENT COUNSELING

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 leave with pay to pursue bona fide pre-retirement counseling programs. This is available only once during the employee's career. Employees shall request the use of leave provided for in this Article at least seven (7) days prior to the intended date of use. Authorization for the use of such leave shall not be withheld unless the Employer 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 Employer 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 26 - WORKING CONDITIONS

Section 1. Work Week

- a. The work week shall begin at 00:00 a.m. Sunday and end at 23:59 p.m. the following Saturday. Saturday and Sunday will be considered as consecutive days off within the work week.

- b. All regular full-time employees in the unit shall be scheduled for forty (40) hours per work week. Work week schedules shall consist of one of the following:
 - i. Five (5) shifts of eight (8) hours with two (2) consecutive days off
 - ii. Four (4) shifts of ten (10) hours with three (3) consecutive days off
 - iii. Three (3) shifts of twelve (12) hours and one (1) shift of four (4) hours with three (3) consecutive days off. Employer agrees to schedule the four (4) hour shift in the second half of the workday if it falls at the beginning of the workweek, and the first half of the workday if it falls at the end of the workweek.
- c. All part time employees will be assigned to set schedules within the basic work week. Daily shifts will be scheduled as a minimum of four-hours to a maximum of twelve-hours, with a minimum of two consecutive days off which includes Saturday and Sunday. Part time employees may be scheduled for less than forty (40) hours per work week.
- d. If a variance from this section is required in order to accomplish the mission of OCE, 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 work day shall be a period of twenty-four (24) hours containing four (4), 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.

Section 3. Work Schedule

Schedules showing each employee's shift, work days and hours shall be provided to the AOCE upon request. Except for emergency situations, as defined in Article 1, Section 6, or as mutually agreed between the OCE and the Association, the Employer will provide seven (7) calendar days notice of changes in work schedules. The seven (7) day calendar days notice does not apply to employees designated as relief as defined in Article 13, Section 4.

Section 4. Meal Periods

A meal period shall be allowed for each employee between the third and fifth hours of the shift, as work permits.

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 provided that the employees are not relieved from duty and are not permitted to leave the work area. Employees who are not relieved from their work assignment,

and are required to remain in their work area while eating, shall have such time counted as time worked. In no instance shall an employee be required to use a meal period in excess of one (1) hour.

Section 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. Security Consideration

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

Once the Employer deems it necessary to evacuate from any work location, the Employer 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 7. Shift and Time Off Bidding

- A. Regular status employees assigned to business units may bid within that business unit for shifts and days off on a schedule posted by Employer at the business unit, on the basis of their Job Title seniority within the business unit as defined in Article 32. Such bids will be held every six (6) months.
- B. Employer shall post notice of proposed six (6) month rotation of shift and time off schedules at the business unit no less than 30 days preceding the bid. Employees shall be given until 5:00 p.m. on the tenth (10th) calendar day of such posting to submit their bids. Bids 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 placing more than one (1) bid. Employees will be limited to three (3) bids. The mechanics of the bidding procedure shall be determined by the Employer. Employees scheduled for leave in the bidding period, may submit bids in advance to the business unit supervisor. Employees on unscheduled leave during the bidding period may submit their bids by telephone, but must confirm their bid in written, signed bid form on the first (1st) day of return to duty. Employees may not bid out of their respective business unit where they may be under a work plan or under disciplinary action without management approval.
- C. The new shift and time off schedules shall be scheduled to the senior employee placing the bid. Ties shall be decided by drawing lots. The finalized schedules shall be posted at the business unit 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.
- F. Employees who are involuntarily reassigned to a different Job Title or business unit, 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 the previous bid vacation.
- G. If a previously bid slot becomes vacant, the vacancy will be posted and employees can notify the management of their interest within seven (7) days. Management will assign the most senior person who is qualified. If, after a reasonable time, no employee has bid for the vacancy, then management may assign that vacancy to the least senior employee who has not bid a scheduled shift and days off.
- H. Notwithstanding anything to the contrary in this Article, the Employer shall have the right, upon showing a valid business reason for doing so, to change the shift or time off of any employee. The Employer shall give the affected employee seven (7) days written notice of any such change in shift or time off. This provision does not apply to employees designated as relief as defined in Article 13, Section 4.

Section 8. Shift Trades

Employees shall notify the Employer if they wish to make a shift trade with another employee in the same position title. Time trades shall be arranged by the employee consistent with the FLSA, and the Employer shall not incur any overtime penalties or liabilities as a result of such trades. All trades must be completed in ninety (90) calendar days. No trade is permitted where either employee is not trained for the work assignment being exchanged.

ARTICLE 27 - UNIFORMS AND PROTECTIVE CLOTHING

Section 1. Uniforms

Where the Employer determines that designated clothing (OCE uniforms) is appropriate, the Employer agrees to provide such clothing. Where designated clothing is required, the Employer shall provide all necessary and reasonable external clothing including appropriate rain gear for those institutional employees whose duties require exposure to inclement weather. The Employer shall replace all worn out designated clothing items, or items irreparably damaged in the course of duty. The Employer shall not be responsible for replacing designated or protective clothing damaged due to employee negligence.

The Employer shall have the right to modify or change the designated clothing when appropriate. The Employer agrees to seek input from employees prior to making any such change.

The parties agree to meet and negotiate over the provision of footwear to designated positions.

Section 2. Damage to Personal Clothing

Employees who suffer damage to personal clothing or 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. The Employer shall not be responsible for replacing personal property or clothing damaged due to employee negligence or due to ordinary wear and tear.

ARTICLE 28 - SAFETY AND HEALTH

Section 1. Safety Devices, Equipment & Clothing

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

Section 2. Claim of Unsafe Job

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 Employer's 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 may accompany the Employer or OR-OSHA representative conducting the safety inspection.

Pending determination provided for in this Section, the employee may be given suitable work elsewhere.

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, objective, good faith belief in making a claim of unsafe conditions.

Section 3. Immunization

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 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 4. Toxic Substances

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 paid leave for leave time taken.

Section 5. Security Assistance

All reasonable requests for security assistance shall not be denied.

ARTICLE 29 - JOB SHARING

Section 1. Definition

“Job sharing position” means a full-time position in OCE 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. Participation

Job sharing is a voluntary program. Any employee who wishes to participate in job sharing may submit a written request to the Production Manager to be considered for job share positions. The Work 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 Production 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. Leaves

Job share employees shall accrue paid leave consistent with OCE’s leave plan based on a prorate of hours worked in a month during which the employee has worked eighty (80) hours or more. Individual salary review dates will be established for job share employees.

Section 4. Insurance

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. Layoff

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. Part of Job Vacant

If a vacancy exists and if the Production Manager determines that job sharing is not appropriate for the position or if the Production 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 Production 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 30 - STRESS/CAREER COUNSELING

Section 1. Leave Due to Force or Threat

Any employee who, during the performance of his/her work, 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 Employer's choice.

Section 2. Workers' Compensation

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. Employee Assistance Program

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 recommend that the employee use the Employee Assistance Program (EAP).

ARTICLE 31 - TRAINING/EDUCATION

Section 1. Attendance

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 Employer-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. Employee Development

The Employer may provide developmental assignments and job rotation assignments by written agreement with the Association and employees who volunteer. Employees volunteering

for these assignments retain their permanent position classifications, remain on Employer's payroll, and retain the representation status of their permanent positions. Employees participating in developmental and job rotation assignments will continue to receive compensation at the rate of their permanent position and shall continue to accrue rights and benefits related to their permanent position.

Section 3. Annual Training

The Employer agrees to provide a minimum of forty (40) hours of training per year. Such training may consist of training provided by the Department of Corrections, the Employer, or outside providers. The Employer shall have the right to reduce the amount of training upon a showing of a valid business reason for doing so. Turnaround pay will not be applicable to shifts impacted by annual training.

ARTICLE 32 - SENIORITY AND LAYOFF PROCEDURE

Section 1. Definitions

Job seniority is defined as the time the employee has most recently spent in the employee's current Job Title. In the event that a classification series is collapsed into a single Job Title classification, Job Title seniority shall include all time spent within the classification series. For purposes of defining job seniority, for over time assignment (see Article 12, Section 4), production coordinators (job group 10) are considered one Job Title.

Employment seniority is defined as all unbroken time with the OCE and DOC.

Bargaining unit seniority is defined as all unbroken time within the AOCE-OCE bargaining unit.

Layoff is defined as a separation from OCE for involuntary reasons not reflecting discredit on an employee.

Section 2. Breaks in Seniority

The employee shall accrue job and employment seniority during periods of leave for medical reasons, including both paid and unpaid leave.

An employee who has a break of service by virtue of voluntary termination shall lose all employment and job title seniority.

Section 3. Procedure During Layoff

Employees shall be laid off in inverse order of their employment seniority within a job title and geographic area (westside, central, east). All part-time and temporary employees, including job share, within a job title and geographic area, shall be laid off before any full-time employee is laid off.

An employee shall be given written notice of a pending layoff at least fifteen (15) calendar days before the effective date stating the reason for the layoff. The parties shall have an agreed seniority list for layoff and recall upon execution of this Agreement. Ties shall be broken by lot between the OCE and the Association.

Employees may, within seven (7) calendar days of receipt of notice of layoff, opt to bump down to any lower paying Job Title in which the employee would have previously worked. The employee may do so utilizing the employee's employment seniority as compared to the employment seniority of those employees in the lower paid Job Title. Any employee who exercises this right shall be placed on the appropriate layoff list for the Job Title the employee had to bump down from. Any employee who bumps down to a lower paid Job Title 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. When an employee chooses to bump in lieu of layoff, a start date for the position into which they bumped will be arranged between the employee and their new supervisor, but in no case shall be more than fifteen (15) calendar days.

Section 4. Recall

Regular full time employees who demote in lieu of lay off, or are laid off, will retain recall rights to a position within the Job Title from which the employee was laid off. The recall list shall be maintained by Job Title and geographic area and the names of those recalled will be in inverse order of layoff. As vacancies occur within the Job Title and geographic area, and provide the employee is qualified and can perform the specific requirements of the job within two (2) weeks, the employee will receive notice of recall. Employees will be placed on the recall list for two (2) years from the date of layoff.

An employee must provide notice of recall acceptance in writing within seven (7) calendar days or it will be considered a refusal of recall. The employee's name will be removed from the recall list and recall rights will be exhausted. If the recall is accepted, the employee and the supervisor will arrange for an effective date but in no case shall it be more than twenty-one (21) calendar days.

Section 5. Transfers

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

Section 6. Return to Classified Service

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

Section 7. 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 OCE Administrator or designee.

ARTICLE 33 - PERSONNEL FILES

Section 1. Signatures

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. Inspection

Any Employer 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. Material Removal

If any material reflecting critically or adversely on an employee is proven to be materially incorrect, it shall be removed from the personnel file and any working file.

Section 4. Removal of Disciplinary Actions

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 34 - DRUG TESTING

Section 1. Policy

OCE 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 OCE 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 OCE 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 OCE 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 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.
- F. The test will be done at OCE's expense and on OCE 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 in OCE worksites, 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 OCE worksites, vehicles, or equipment at any time, 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 or in OCE property, OCE worksites, or OCE 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 in OCE worksites, 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 OCE 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 OCE will decide whether the employee will be called out to perform additional duties.

Section 7. Mandatory Testing

- A. Where the OCE 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 OCE may require that the employee immediately consent and submit to field impairment tests, blood, urine or breathalyzer test. The OCE 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 OCE 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 his/her immediate supervisor and/or General/Administrative Manager or his /her designee that the information available to the OCE about the subject employee is sufficient to determine reasonable suspicion that prohibited conduct will be established as a result of such test(s). For purposes of this section, the OCE Administrator, Deputy Administrator, and HR Manager are standing designees in the absence of General/Administrative Managers.
- 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 OCE;
 - 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 parts. Each of the two 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 OCE 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. If a blood or confirmed urine test is positive, the OCE will instruct the laboratory to retain the blood or urine sample for a period of not less than 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 OCE.

- H. 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 OCE. 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 3 years, he or she shall be terminated. The level of discipline imposed for subsequent instances of such prohibited conduct beyond three years may be termination but shall be determined on a case by case basis.

Section 9. Voluntary Rehabilitation

- A. The primary objectives of the OCE'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 OCE that the employee submit to any of the tests specified in Section 6 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 OCE and shall enroll in a treatment program recommended by the doctor.
- B. If an employee has previously enrolled in a voluntary rehabilitative treatment described in sub-section A and subsequently again volunteers for such treatment in advance of being required to submit to any of the tests specific in Section 7 of this Article, then the employee shall immediately submit to a medical evaluation by a doctor selected and paid

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

Section 11. Consequences of Search Results

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

Section 12. Supervisor Training

The OCE 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 OCE will provide such training to supervisors. Supervisors enforce the requirements of this Article.

ARTICLE 35 - EMPLOYEE RIGHTS

Section 1. Conduct

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 supervisors will not use threats or intimidation when investigating allegations of misconduct. The Association pledges it will urge employees to cooperate fully with any investigation to allegations of misconduct.

Section 2. Manner of Interview

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

- A. The employee shall not be deprived of any of the employee's constitutional or civil rights guaranteed by the Federal and State of Oregon constitutions and laws.
- B. 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 a description of 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. Such interview shall normally occur during employee paid time.
- C. Should the nature of the investigation be for alleged violations of the Controlled Substances Act, or violations which are punishable as felonies or misdemeanors under Oregon Law, the employee will not be notified if doing so would jeopardize either the criminal or administrative investigation.
- D. If the employee is required to respond to a formal complaint or charge, the employee shall have the right to Association representation prior to and/or during the interview.
- E. The employee shall not be required to take or be subjected to any lie detector device as a condition of continued employment.
- F. Formal complaints or charges made to an employee which are not verified or proven shall not be recorded and placed in the employee's personnel file or used in any subsequent performance evaluation.
- G. The employee shall be notified verbally or in writing of the outcome of an OCE formal investigation within fourteen (14) days after the completion of the investigation.
- H. During interviews, employees shall be allowed reasonable rest breaks.

Section 3. Recording

Either the Employer or the Association Representative may tape record the interview. Either side that does shall furnish a copy of the tape and/or a copy of the transcript, if one is made, to other side upon request.

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 4. Notice of Due Process Hearing

In the case of a pre-termination or pre-disciplinary (economic) due process hearing, the Employer shall provide the employee a fourteen (14) calendar day notice. 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. 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.

ARTICLE 36 - DISCIPLINE AND DISCHARGE

Section 1. Standard

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

Section 2. Written Statements

In the event of dismissal, suspension, reduction in pay, demotion or a 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 3. Pre-Dismissal Investigations

A pre-dismissal investigation shall be conducted with regard to a regular status employee against whom a charge is presented which potentially justifies dismissal. The OCE Administrator or designee shall provide notification to such an employee and to the Association Representative of the following:

- I. the potential cause for employee's dismissal has arisen;
- II. the known complaints, facts and charges;

- III. 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 or be allowed to continue work during the period of investigation. The OCE Administrator 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 4. Investigatory or Pending Discipline Meetings

Upon the request of any employee who is called to an investigatory meeting which may result in discipline being imposed upon the employee, the employee shall be entitled to the presence of an Association representative. 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.

ARTICLE 37 - GRIEVANCE AND ARBITRATION

Section 1. Definition

Grievances are defined as acts, omissions, applications or interpretations alleged to be violations of the terms and conditions of specific provisions of this Agreement.

Section 2. Grievance Steps

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.

- Step 1. The employee, and/or the Association representative, will contact the immediate supervisor to meet and discuss the alleged contract violations.
- Step 2. If the issue is unresolved or if the grievance concerns discipline, the Association may submit a grievance in writing to the immediate supervisor within thirty (30) calendar days of the alleged occurrence containing the date of occurrence, the act or omission that created the grievance, the Section of the Agreement violated, and the remedy requested.
- Step 3. If the issue is unresolved at Step 2 within thirty (30) calendar days of the Step 2 notice or as otherwise mutually agreed to in writing, the Association may submit the grievance to the OCE Administrator or Deputy Administrator .

A meeting will be held within fifteen (15) calendar days of the Association's appeal to Step 3, unless otherwise agreed to in writing. The parties will mutually share information about the grievance and shall fully disclose (to the

extent known) their respective positions. All potentials for settlement will be discussed in this forum and shall be non-prejudicial to the parties if arbitration occurs.

- Step 4. If the grievance is not resolved at the Step 3 within thirty (30) calendar days of the Step 3 notice or as otherwise mutually agreed to in writing, the Association shall notify the OCE Administrator that it desires arbitration of the grievance.

Section 3. Selection of an Arbitrator

- A. Within thirty (30) calendar days after the response from the OCE Administrator/Deputy Administrator the Association will request from the Employment Relations Board the names of seven (7) qualified arbitrators.
- B. 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 4. Arbitrator's Decision

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) calendar days of the close of the hearing.

Section 5. Arbitrator's Fees and Expenses

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 is equitable. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is made.

Section 6. Time Limits

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.

Signed this _____ day of July, 2016 at Salem, Oregon.

**FOR OREGON CORRECTIONS
ENTERPRISES**

**FOR THE ASSOCIATION OF
OREGON CORRECTIONS
EMPLOYEES**

**FOR OREGON CORRECTIONS
ENTERPRISES**

Ken Jeske, Administrator
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Colette S. Peters, Director,
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Rod Moore, Executive Board Member
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AOCE – OCE West Side