

2017-2019 BLACKLINE CHANGES

COLLECTIVE BARGAINING AGREEMENT

BETWEEN
THE

STATE OF OREGON

AND

THE ASSOCIATION OF OREGON CORRECTIONS
EMPLOYEES

Draft as of 01/30/2018

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ARTICLE 2 - TERM OF AGREEMENT

Section 1.

This Agreement, and attachments hereto, unless otherwise provided for herein, shall be in full force and effect from signing of this Agreement through June 30, ~~2017~~2019.

Section 2. CCL

Section 3.

Either party may open negotiations for a successor Agreement by giving written notice to the other party on or about December 1, ~~2016~~2018. The notice shall specify contract Articles, Sections and/or topics which are desired to be negotiated. Unless otherwise agreed, the parties shall commence such negotiations on or before January 1, ~~2017~~2019.

REV: 2017

ARTICLE 4 - ASSOCIATION SECURITY

Section 1-6. CCL

Section 7. Dues Deduction.

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

Section 8. CCL.

Section 9. Employee Statistics.

The DAS-Labor Relations Unit and the Agency will, upon request of the Association, provide any regularly produced computer runs containing non-confidential statistics of the Association's bargaining unit members. This will include one (1) monthly printout ~~in January and July of each year~~ showing names and addresses of all bargaining unit employees and monthly information currently furnished by the fifth (5th) business day of each month. ~~The Agency will also provide the Association with addresses of bargaining unit members on a quarterly basis.~~ Any costs incurred in compiling and photocopying these statistical reports under this Agreement shall be billed to the Association.

REV: 2017

ARTICLE 10 - SALARY AND WAGES

Section 1.

~~—A)— Effective December 1, 2015 or either the first (1st) of the month following the date the tentative agreement is ratified or upon receipt of an interest arbitration award, whichever is later, eligible employees will receive an across the board upward pay adjustment of two and one quarter percent (2.25%).~~

~~—B)— Effective December 1, 2016 or either the first (1st) of the month following the date the tentative agreement is ratified or upon receipt of an interest arbitration award, whichever is later, eligible employees will receive an across the board upward pay adjustment of a two and three quarters percent (2.75%).~~
Effective June 15, 2018 or on the first (1st) of the month following the date of ratification of the Agreement or on the first (1st) of the month following receipt of an interest arbitration award, whichever is later, increase all pay rates by one percent (1%).

Section 2.

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

Section 3. Selective Market Adjustment.

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

Section 4.

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

A.- C. CCL

Section 5.

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

Section 6. New and Revised Classifications.

A.

| CLASS # | CLASS TITLE | SALARY RANGE | |
|---------|--|--------------|----|
| | | FROM | TO |
| 0015 | Health Information Specialist (Change from Medical Transcriptionist 2) | 18 | 18 |
| 4038 | Electronic Security Technician 1 | 22 | 24 |
| 4039 | Electronic Security Technical 2 | 24 | 26 |
| 6128 | Certified Medication Aide | NA | 16 |
| 6385 | Pharmacy Clerk and Pharmacy Tech 2 (Change from Pharmacy Technician 1) | 12 | 12 |
| 6391 | Dental Assistant 1 (Replaces Dental Assistant) | 15 | 15 |
| 6392 | Dental Assistant 2 | NA | 16 |
| 6531 | Behavioral Health Specialist (Replaces Mental Health Specialist) | 23 | 23 |
| 6534 | Behavioral Health Specialist 2* | 26 | 26 |
| 6535 | Behavioral Health Specialist 3 | NA | 29 |

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

Delete the following classifications from the compensation plan.

| CLASS # | CLASS TITLE |
|---------|---------------------------|
| 6391 | Dental Assistant |
| 6531 | Mental Health Specialist |
| 6720 | Psychiatric Social Worker |
| 6820 | Medical Lab Technician 1 |

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

REV: 2017

ARTICLE 11 - SALARY ADMINISTRATION

Section 1 & 2. CCL

Section 3. Submission of Salary Increases.

A. For employees initially hired to state service, the salary eligibility date shall be set one (1) year from date of hire. However, an employee's salary eligibility date may only change because of employment actions as a result of reallocations, trial service extensions as provided in Article 34, promotions, reemployments, reclassifications or leaves without pay in excess of thirty (30) days except those leaves protected by federal or state law (FMLA, military, workers compensation) and

unpaid union leave up to ninety (90) days.

- B. Salary ~~increases~~ payments to correct errors or oversights and retroactive payments resulting from grievance settlements will be authorized. In no event shall any retroactivity exceed ~~twelve~~ twenty-four (~~12~~24) months from the date upon which the oversight or error is brought to management's attention in writing, or in the case of a grievance settlement, thirty (30) days before the date the grievance was filed in writing.

Section 4. Salary on Lateral Transfer.

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

Section 5 – 7. CCL

Section 78. Recoupment of Salary/Benefits Overpayments.

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

- a. Within fifteen (15) calendar days following written notification, the Agency, Association and employee shall attempt to reach agreement as to a mutually agreeable repayment schedule. The repayments will occur from the employee's first (1st) of the month paychecks only unless the employee agrees to mid-month repayments. If they are unable to reach agreement on a repayment schedule, each side's last offer shall be presented to an arbitrator, who shall select one.
- b. In the event the employee was paid for hours not worked due to leave without pay,

subsection (a) shall not apply and the overpayment is subject to immediate recoupment. The Agency shall send a letter by regular mail to the home of the affected employee and email whenever an immediate recoupment is triggered. In the case of SAIF leave without pay, the Agency shall also call the employee.

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

Section 89.

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

Section 10. Salary Underpayments.

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

REV: 2017

ARTICLE 12 - OVERTIME

Section 1 & 2. CCL

Section 3.

Overtime shall be paid at the rate of time and one-half (1-1/2). The form of compensation of overtime shall be pay or compensatory time off, at the option of the Employer. If the compensatory time is used, it shall be credited at the appropriate overtime rate. Any compensatory time accrued in excess of

eighty (80) hours will be paid off within the pay period of the month following the month in which it is accrued. For security staff at SFFC and Corrections Professionals at all institutions, compensatory time accrued in excess of one hundred (100) hours will be paid off within the pay period of the month following the month in which it is accrued. If these excess hours are not paid by the Employer, the employee may transfer them to the employee's regular vacation leave bank.

Section 4 & 5. CCL

Section 6. Voluntary Overtime Assignment.

A. Custody Voluntary Overtime Procedures.

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

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

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

will be filling the remainder of the overtime assignment.

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

CCL remainder of section 6.

Section 7. Mandatory Overtime.

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

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

SFFC (Custody):

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

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

~~MCCF (Custody): Staff who work a voluntary overtime shift shall move to the bottom of the mandatory overtime list.~~

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

Section 8. Food Service Coordinator Overtime.

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

REV: 2017

ARTICLE 13 - DIFFERENTIALS

Section 1 & 2. CCL

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

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

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

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

- B. Members of the TERT/CNT Team shall have a premium of four percent (4%) per month added to their base wages. SFFC staff may apply and be considered for TERT team membership.

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

Section 4. Institution Staff Deployment (ISD).

Security staff who bid or were assigned to variable relief slots shall receive a ~~five~~ six percent (~~5~~6%) premium differential. Corrections professionals staff may be considered for and assigned to receive an ISD differential where multi-shift/seven (7)-day coverage is required. In such cases, corrections professionals staff assigned are subject to changes in their regularly scheduled shift and/or days off. Employees receiving this differential shall not be eligible for penalty pay provisions.

Section 5. CCL

Section 6. DOC Corrections Professionals Employees.

Security Differential. Security differential points will be awarded to eligible employees. Eligible employees are those employees assigned to Department of Corrections corrections professionals classifications who perform various levels of security and/or custody duties. ~~Each point is worth twelve dollars and seventy cents (\$12.70).~~ Each point is worth thirteen dollars and twenty-five cents (\$13.25).

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

- B. & C. CCL

Section 7. CCL

Section 8. Physical Plant Differential.

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

Section 9. Expanded Function Dental Assistant.

- A. ~~A Dental Assistant who passes the radiology examination along with the Oregon Basic Dental Assisting examination and the Oregon Expanded Function examination and where the Agency assigns duties that require use of the Dental Assistant Expanded Function skills shall be eligible for the differential below.~~
- B. ~~To receive the differential the Dental Assistant shall submit appropriate verification of this current certification to the Institution's Human Resource Analyst. The Dental Assistant may begin receiving the differential the first (1st) of the month following confirmation by the Human Resource Analyst.~~
- C. ~~A qualifying Dental Assistant shall be eligible for a four percent (4%) differential above his/her base salary rate.~~
- D. ~~The Dental Assistant must complete any continuing education requirements, fee payments or testing requirements or shall not be eligible for the differential. The Dental Assistant shall provide verification to the Institution's Human Resource Analyst that he/she is keeping the certificate current. The Dental Assistant shall report any changes in his/her certification status.~~
- E. ~~This differential becomes effective July 1, 2014.~~

Section 109. Safety Committee Differential.

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

Section 110. Commercial Drivers License (CDL) Differential (OSP Only)

~~Effective December 1, 2015~~ Ssecurity staff who possess a CDL and where the Agency assigns those security staff to use their CDL to perform assigned duties on behalf of the Agency will earn a ~~two~~five percent (25%) monthly differential above his/her base pay rate. OSP may review its operational needs for staff every six (6) months.

Section 11. RN Leadwork Differential (OSP Only).

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

REV: 2017

ARTICLE 16 - WORK OUT OF CLASSIFICATION

Section 1-3. CCL

Section 4.

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

Section 5.

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

REV: 2017

ARTICLE 19 - INSURANCE

Section 1. CCL

Section 2. Plan Years ~~2016-2018~~ and ~~2017~~2019.

- A. For Plan Years ~~2016 and 2017~~ 2018 and 2019 the Employer will pay ninety-five percent (95%) and the employee will pay five percent (5%) of the monthly premium rate for PEBB health, vision, dental and basic insurance benefits.
- B. For employees who enroll in medical plan that is at least ten percent (10%) lower in cost than the monthly premium rate for the highest cost plan available to the majority of employees, the Employer shall pay ninety-nine percent (99%) of the monthly premium for PEBB health, vision, dental and basic life insurance benefits and the employee shall pay one percent (1%).

~~Section 3. 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 two and three quarters percent (2.75%) across the board pay increase will be paid one (1) month earlier but no more than two (2) months earlier.~~

Section 4.3. & 4. CCL

ARTICLE 21 - VACATION LEAVE

Section 1.

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

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

B. An additional eight (8) hours of vacation leave, on July 1 of each year, shall be accrued by each full-time employee if the employee is employed as of July 1 of each year. Trial service employees

will not be eligible to use this leave until the employee completes trial service.

~~B.~~

- C. In addition, in lieu of a paid holiday on the Friday after Thanksgiving, employees on the active payroll as of November 1 of each year shall receive an additional ~~eight~~ twelve (812) hours of vacation hours added to their balance. ~~This shall be retroactive to November 1, 2015.~~

Section 2 – 11. CCL

Section 12.

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

Section 13. CCL

REV: 2017

ARTICLE 22 - SICK LEAVE WITH PAY

Section 1 – 5. CCL

Section 6.

- A. If an employee's sick leave accrual should become exhausted, the employee may, ~~at his/her option, with management's approval, utilize any vacation or compensatory time they have accrued.~~ before using any accrued vacation or compensatory time off, request to use such leave provided the employee submits a leave slip and has a discussion with their supervisor. The request shall not be denied without valid cause or the employee is on a current written notice for attendance problems.
- B. Employees on authorized FMLA/OFLA leave may elect to use leave without pay if they are covered by short- or long-term disability insurance. Employees not electing to use short- or long-term disability insurance or employees without that coverage shall use accrued paid leave (sick leave, vacation leave, compensatory time off) until such accrued paid time is exhausted.

Employees may elect to leave up to ~~forty-sixty~~ (4060) total hours in their sick leave and/or vacation account for use following their return to work. However, employees may not reserve accrued paid leave when on intermittent or reduced schedule leave. ~~However, a~~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-sixty~~ (4060) 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 up to than forty-sixty~~ (4060) hours. If the employee does not inform the Agency within seven (7) days of which type of accrued paid leave he/she wishes to use, the Agency shall designate the employee to use accrued sick leave consistent with state and federal law until that accrued paid leave is exhausted. Thereafter, the employee may select which accrued paid leave to use, if any. If the employee does not have accrued sick leave available, then the Agency shall be authorized to designate the use of the employee’s accrued vacation hours until these hours are exhausted.

Section 7-9. CCL

ARTICLE 28 - WORKING CONDITIONS

Section 1-9. CCL

Section 10. Corrections Professionals Bidding.

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

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

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

ARTICLE 29 - UNIFORMS AND PROTECTIVE CLOTHING

Section 1-3. CCL

Section 4. Boot Reimbursement

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

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

B. Employees must provide the ~~Agency's Fiscal Services Accounting Unit~~ Institution with a receipt and completed Non Travel Reimbursement Form in order to receive reimbursement.

C. Fiscal year boot reimbursement shall not be paid if an employee receives a boot reimbursement/allowance from another outside Agency or Department of Corrections for approved foot protection during the preceding fiscal year except for fire boots provided under Letter of Agreement. Employees receiving such payments must notify their supervisor.

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

REV: 2017

ARTICLE 38 - RECLASSIFICATION PROCEDURE

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

Section 1-5. CCL

Section 6.

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

B. For Corrections Professionals, once a reclassification has been approved by the

Classification/Compensation Unit of the Agency, and its implementation is being held pending permanent financing, the employee shall receive work out of classification pay. The work out of classification pay will be calculated to be the next higher rate of pay in the higher salary range or the first (1st) step in the higher salary range whichever is greater. The effective date for such payment shall be the first (1st) of the month following receipt by the Classification/Compensation Unit's receipt of the request.

Section 7-10. CCL

ARTICLE 41 - EMPLOYEE RIGHTS

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

Section 1.

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

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

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

assist him or her in the interview.

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

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

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

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

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

Section 2-8. CCL

ARTICLE 43 - DISCIPLINE AND DISCHARGE

Section 1-3. CCL

Section 4.

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

Section 5&6. CCL

LETTER OF AGREEMENT #2 - SMH/DSU

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

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

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

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

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

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

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

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

| | |
|-----------------------|-----------------------------------|
| Employee Only | \$346.25 <u>280.37</u> |
| Employee and Partner | \$454.34 <u>462.61</u> |
| Employee and Children | \$395.94 <u>392.52</u> |
| Employee and Family | \$460.52 <u>560.75</u> |

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

| | |
|------------------------------|-----------------|
| <u>Employee Only</u> | <u>\$226.00</u> |
| <u>Employee and Partner</u> | <u>\$452.00</u> |
| <u>Employee and Children</u> | <u>\$384.20</u> |
| <u>Employee and Family</u> | <u>\$610.20</u> |

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

Full-time premium rate x the Employer contribution percentage x the ration of paid regular hours to full-time hours to the nearest full percent = Employer contribution.

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

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

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

The parties agree to the following:

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

for the parties regarding the use of contracted employees to perform bargaining unit work.

4. This Agreement becomes effective on the date of the signature below and expires June 30, ~~2017~~2019.

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

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

The Parties agree to the following:

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

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

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

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

The Parties agree to the following:

1. OSCI:
 - a. Within thirty (30) calendar days of a bid, the Agency shall provide all new security staff and reliefs who have bid into hospital watch assignment shall be provided armed escort in the community training.
 - b. Employees who continue to bid for hospital watch and who have completed training shall be required to take a refresher course every twelve (12) calendar months.
2. OSP:
 - a. The Institution shall establish a pool of non-TERT security staff to be trained for armed escorts. If an employee wishes to be trained, the employee will submit a memorandum of

interest to be considered for the training. The Institution will select ten (10) security staff that best meets the established criteria established by the Institution.

b. Employees having completed training shall be required to take a refresher course every twelve (12) calendar months.

3. This Agreement becomes effective on the first (1st) of the month following the effective date of the 2017-2019 Agreement and automatically terminates June 30, 2019 unless the parties agree to extend or amend its provisions.

LETTER OF AGREEMENT #13 – CORRECTIONAL COUNSELORS CLASSIFICATION STUDY

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

The Parties agree to the following:

1. The Employer will conduct a formal classification study on the Correctional Counselor classification and amend such classification if needed. The study will be completed no later than September 30, 2018.

2. The Employer will follow the requirements outlined in Article 37 of the State of Oregon/AOCE Agreement.

3. This Agreement starts on the effective date of the 2017-2019 State of Oregon/AOCE Agreement and ends June 30, 2019.

LETTER OF AGREEMENT #14 – PERSONAL DAY

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

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

LETTER OF AGREEMENT #11—COMPENSATION PLAN ADJUSTMENT

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

The Parties agree to the following:

- 1. Effective December 1, 2015 or either the first (1st) of the month following the date the tentative agreement is ratified or upon receipt of the interest arbitration award each salary step in the classifications of Corrections Officer, Corporal and Sergeant shall be increased by fifteen dollars (\$15).**
- 2. This adjustment shall be applied to salary steps before the implementation of the two and one quarter percent (2.25%) cost of living adjustment.**

LETTER OF AGREEMENT #12—KAISER DEDUCTIBLE PLAN

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

The Parties agree that employees who enroll in the Kaiser Deductible plan will be eligible to receive the Employer's ninety-nine percent (99%) monthly contribution.

This Agreement starts and ends for Plan Year 2016 without any extensions or renewal for Plan Year 2017.

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

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

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

The Parties agree to the following:

1. The Straight eight (8) hour shifts implemented with the August 2010 shift bid will remain in effect and become part of the regular shift bid.
2. The break schedule and process that has been used through the current bid will remain in place.
3. Unit staff will work together to relieve one another for their two (2) fifteen (15) minute breaks per shift in a manner that is both conducive to the operation of the unit and staff needs. This section does not amend or eliminate the conditions under which rest breaks are

given under Article 28, Section 2 of this Agreement.

4. As long as the Institution uses the staff dining room for its current purposes, the dining room will remain available to all staff to purchase meals to eat there or have delivered to their post.
5. This Agreement becomes effective on the date of the last signature below and terminates June 30, ~~2015~~2019.

FOR THE EMPLOYER: /s/ Craig Cowan

DATE: 12/30/10

FOR THE ASSOCIATION : /s/ Michael Van Patten

DATE: 12/23/10

APPENDIX C – RETREE MEDICAL TRUST

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

A. Legal Review. The Department of Justice will conduct a legal sufficiency review to determine any issues that must be resolved prior to implementation of the Retiree Medical Trust. The review will include an assessment of the language contained in this Appendix ensuring that the State has no obligation to maintain and/or pay any funds to maintain the financial viability of the trust. In the event issues are discovered that would prohibit the establishment of the Trust as contemplated in this provision, this Agreement becomes null and void.

B. Establishment of the Trust. The AOCE may join a Retiree Medical Trust (RMT or Trust) for current and future members of the AOCE bargaining unit and their surviving dependents, spouses, and domestic partners. The purpose of this Trust is to provide retiree health expense reimbursement benefits. AOCE or the Trust shall evaluate at least quarterly whether, and notify the Employer immediately upon determining that, any portion of the contribution may be subject to income tax withholding or FICA taxes. All DOC employees who are members of the AOCE bargaining unit, as identified in the current Collective Bargaining Agreement, are AOCE Retiree Medical Trust participating employees. AOCE shall maintain the Trust according to Trust documents approved by the DOC membership, without any involvement of the Employer and without any funding obligation on the part of the Employer now or in the future. The establishment and the administration of the Trust shall be the complete and sole responsibility of AOCE. The Employer shall not have any involvement in the administration of the Trust, or in the benefits paid by the trust, nor shall the Employer have any responsibility (including fiduciary responsibility as set forth in the Employee Retirement Income Security Act of 1974 (ERISA)) for any actions of the Trust or its Trustees or of AOCE with respect to the Trust.

AOCE shall indemnify and defend the Employer along with its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever arising out, or relating to the acts or omissions of the AOCE RMT Trustees, officers, employees, or agents regarding the establishment and administration of the Trust, including any benefits which inure to bargaining unit members, bargaining unit retirees and their surviving dependents, spouses, and domestic partners from the Trust. AOCE shall ensure that

AOCE or the Trustees secures and maintains tax exempt status for the Trust including procuring an IRS determination letter pursuant to Internal Revenue Code provision 501(c)(9) and all other applicable laws and regulations. AOCE is solely responsible to obtain the necessary IRS approvals.

C. Contributions to the Trust. Within sixty (60) days of joining the Trust, Employer will deduct from the paycheck of each participating employee who is receiving a paycheck for time worked at DOC a mandatory deduction per month, to be determined by AOCE. These deductions shall be treated as pre-tax contributions not subject to federal or state income tax withholding or FICA taxes unless otherwise required by law. Employer will remit those amounts monthly to the AOCE RMT Administrator. There shall be no employee election to take the amount of the contribution in cash. In the event that a participating employee does not have sufficient earnings to cover the deduction in any given month, no deduction will be made from the paycheck and nothing will be remitted to the AOCE RMT Administrator. If however, the Employer erroneously makes a deduction from an employee's paycheck and remits it to the AOCE RMT Administrator, and there are insufficient earnings for the deduction to have been made, the Trust shall remit the erroneously made payment to the Employer within ten (10) calendar days of being notified of the improper deduction.

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

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

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