

**COLLECTIVE BARGAINING AGREEMENT BETWEEN
STATE OF OREGON AND OREGON STATE POLICE
OFFICERS' ASSOCIATION**

July 1, 2009 - June 30, 2011

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PREAMBLE

This contract is agreed to and to be in effect between the State of Oregon, hereinafter referred to as the "Employer"; and the Oregon State Police Officers' Association, hereinafter referred to as the "Association," made and entered into for the purpose of fixing hours, wages and conditions of employment.

ARTICLE 1 - RECOGNITION

1.1 Recognition.

The Association is certified as the sole collective bargaining agent for all employees in the bargaining unit as defined by the Employment Relations Board or by mutual agreement between the parties as provided by statute.

1.2 Applicability.

The provisions of this Agreement shall not apply to any retirees, or persons not authorized to perform the full duties of an Oregon State Police officer, employed on a temporary basis as per past practice, except that such individuals shall be paid at a rate for the classification in which they are employed.

1.3 New or Changed Classifications.

If new classifications are established by the Employer and added to the bargaining unit or if the duties of existing classifications are substantially changed, a proposed wage scale shall be assigned thereto, and the Employer shall forward the new or changed class and proposed wage to the Association for review sixty days prior to implementation. The contract will then be subject to reopening for the sole purpose of negotiating a wage for the class, and only if so requested by the Association. If the parties cannot agree to the pay range after negotiations the matter shall be submitted through the grievance procedure beginning at Step 5. The Arbitrator shall establish a fair and equitable pay scale for the new or changed classification.

1.4 Reclassification.

No downward reclassification of any bargaining unit employee may take effect unless the Employer provides the employee and the Association with sixty (60) days notice of the intended reclassification.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 General.

All rights and functions, except those which are expressly abridged by this Agreement, shall remain vested with the Employer.

2.2 Enumeration.

The rights of the Employer include, but are not limited to, the exclusive right to determine the mission of the Department, its bureaus, divisions, districts, stations and posts; set standards of service including quantity and quality of work to be performed; determine the procedures and standards of selection for employment and promotion; train, direct, schedule, test, evaluate, and transfer employees; take disciplinary action for cause up to and including dismissal; relieve employees from duty because of lack of work, funds, or constitutional legislatively directed

reductions in service; maintain the efficiency of operations; determine the methods means and personnel by which operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out the Department's mission in emergencies; and exercise complete control and discretion over the Department's organization and the technology of performing its work to include equipment selection and assignment. The Employer has the right to make rules and regulations pertaining to employees. Nothing herein shall be considered a waiver of the Association's rights to collectively bargain any changes in past practices which are mandatorily negotiable.

ARTICLE 3 - COMPLETE AGREEMENT/PAST PRACTICES

3.1 Complete Agreement.

Pursuant to their statutory obligations to bargain in good faith, the Employer and the Association have met in full and free discussion concerning matters in "employment relations" as defined by ORS 243.650(7). This Agreement incorporates the sole and complete agreement between the Employer and the Association resulting from these negotiations. The Association agrees that the Employer has no further obligation during the term of this Agreement to bargain wages, hours or working conditions except as specified below.

3.2 Past Practices.

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

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

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

ARTICLE 4 - NONDISCRIMINATION

4.1 Association Activities.

The parties agree employees shall have the right to form, join, and participate in the activities of the Association for the purpose of representation matters of employment relations except as modified by provisions of the Agreement. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against because of the exercise of such rights.

4.2 Non-Discrimination.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to marital status, sex, race, color, creed, religion, national origin, age, political affiliation, sexual orientation or handicapped status, subject to the Employer's right to establish bona fide occupational qualifications. No grievance alleging discrimination may be processed to the arbitration step of the grievance procedure of this Agreement if the employee has a remedy for such alleged discrimination through federal or state law.

ARTICLE 5 - STRIKES

5.1 Strikes.

The Association agrees that it will not initiate, cause, permit, or participate or join in any strike, work stoppage, or work slow-down, or other interruption of Employer services. The members of the Association agree to observe the same restrictions. Employees in the bargaining unit, while acting in the course of their employment, will not honor any picket line established by the Association or by any other labor organization when called upon to cross such picket lines. The Association and its members recognize that participation in such action is contrary to Oregon law. If the Association becomes aware of any such action by any of its members which violates this article, it shall use reasonable, good-faith efforts to encourage and convince the member(s) to discontinue such action.

5.2 Lockouts.

The Employer will not lock out employees as a consequence of any dispute arising during the period of this Agreement.

ARTICLE 6 - ASSOCIATION BUSINESS

6.1 President of the Association.

The Employer and the Association recognize the mutual benefit of good labor relations. Furthermore, it is recognized that the President of the Association has a unique responsibility of representing the Association membership and working with the Employer to resolve legitimate problems. It is especially prudent to resolve grievances with the Employer at the lowest possible step of the grievance procedure.

6.1.1 The Employer agrees to assign the Association President, who remains a full employee of the Department of State Police, to the Association Office, and to not assign the Association President any regular duties nor will the Association President engage in regular duties without Department approval. For purposes of training, the President shall be required to attend the Department-approved training necessary to maintain his or her status as a member of the job classification the President held prior to taking office. The Employer shall notify the President of the training which is required, and the available

times for such training during the year. The President shall be allowed flexibility to determine which date of a particular training class to attend.

6.1.2 While serving as President of the Association, s/he will remain eligible for all benefits including appropriate pension credit, service and non-service connected disability benefits for any disablement that occurs while so retained. At the conclusion of the President's term of office, the President shall be provided with the opportunity to return to the division and worksite at the time s/he assumed the presidency; or allowed to voluntarily transfer to another worksite in that division where there is an existing vacancy available for which s/he qualifies. Such transfer shall be at no cost to the Employer. The Association will reimburse the state for Employer costs, direct or indirect, and will indemnify the Employer for any and all cost of any claims incurred.

6.1.3 In the event that the President of the Association will be unable to perform his/her duties for a period of thirty (30) or more consecutive days as a result of injury/illness or military leave the Association may designate the Vice President to act in lieu of the President and the Employer agrees to assign the Vice President to the OSPOA office as provided above for the duration of the absence, but in no event for a period longer than one hundred eighty (180) days. The Vice President shall while serving as acting President be covered by the provisions of 6.1.2 above and the Association shall reimburse the Employer as provided for in that Section. If the Vice President cannot be so assigned as a result of the Employer's operational needs, the Association may designate another member of the State Executive Committee by mutual agreement to serve as provided herein. The Employer must agree to someone. Unless prevented by unforeseen circumstances, the Association shall give the Employer at least thirty (30) days advance notice before seeking to implement this Section.

6.1.4 The Association may from time to time assign one other Association Officer to the Association office subject to the provisions of this Article. However, the assignment can be for no more than fifty percent (50%) of the employee's workweek, no more than six (6) months per biennium, work is related to the legislative process and does not unduly disrupt the operations of the Department. Subject to reimbursement pursuant to 6.1.2.

6.2 Executive Committee.

Members of the bargaining unit selected to serve as the Executive Committee of the Association shall be certified in writing to the Superintendent of the State Police. Paid release time shall be granted to the Executive Committee members to engage in PECBA activities and subject to the following limitations:

6.2.1 This provision is limited to eight (8) board members and will not exceed forty (40) hours per month with a maximum yearly allowance of ninety-six (96) hours per board member. All Association activity will be reported on an appropriate time reporting form provided by the Employer.

6.2.2 It is agreed that the rights granted by this provision are subject to the reasonable operating needs of the Department and require prior supervisory approval. Such approval will not be unreasonably denied.

6.3 Worksite Representative.

6.3.1 The Association will provide a list of certified worksite representatives to the Employer upon the signing of this Agreement with one (1) primary representative and such alternates as may be appointed by the Association for each Department identified work site. The Employer must be notified of any change in certified representatives within fifteen (15) days of the effective change; provided, however, that nothing herein shall be construed to limit or otherwise affect the Association's ability to freely select and/or change primary and alternative representatives so long as appropriate notice is provided to the Employer.

6.3.2 Each worksite representative will be expected to perform his/her duties as a representative of the Association on his/her own time. However, it is recognized that from time to time it will be necessary for a supervisor to meet with the worksite representative during the worksite representative's working hours to discuss a written grievance or potential grievance. Discussions or meetings with the supervisor regarding written or potential grievances which occur during the station representative's working hours shall be on on-duty time and requires prior supervisory approval. Investigation of grievances or potential grievances shall not be on-duty time. Representatives who attend disciplinary interviews during their scheduled work hours at the request of the Employer shall be allowed to attend such interviews on on-duty status. No liability or payment is incurred if the interview continues beyond the end of the representatives' scheduled work hours. Only certified representatives shall be eligible to represent employees in the grievance process.

When processing grievances, excepting investigations conducted with Department employees, the representative will conduct interviews out of uniform and shall state to persons contacted during the investigation that s/he is representing the Association and not the State Police.

6.4 Bargaining Time.

Not more than five (5) members of the Association's negotiating team shall be allowed to attend and travel to and from collective bargaining negotiations for a successor to this Agreement on on-duty status. During such travel and negotiations, the bargaining team member shall not receive per diem costs or the use of a Department vehicle. If a negotiations session is scheduled on the regular workday of a member, the member shall be entitled to his/her regular compensation for that day, but shall not be entitled to any overtime payments regardless of the duration of the negotiations session or travel. If a negotiations session or travel is scheduled on the regular day off of a member, the member shall be entitled to straight time compensatory leave not to exceed eight (8) hours. No penalty payments accrue for any changes of schedules due to collective bargaining.

6.5 Other Association Leave.

Members of the bargaining unit shall be entitled to donate accrued but unused vacation time and/or personal leave time to an Association leave bank subject to the conditions set forth in this article.

6.5.1 No more than seven hundred fifty (750) hours may be accrued in the bank during the two (2)-year period ending June 30, 2011.

6.5.2 The time accrued in the bank may be utilized by authorized Association representatives to include all certified officers, bargaining team members, worksite representatives, and other official Association representatives, as paid leave for the purposes of grievance processing and investigation, for conducting training of Association worksite and District (Regional) Representatives, preparation for and travel to management-labor meetings, preparation for collective bargaining and other official Association activities within the scope of the PECBA. The leave specified herein shall supplement the leave provided in this Article.

6.5.3 Such time must be approved in advance by the Association, and shall be in addition to the leave called for by the other provisions of this Article.

6.5.4 The granting of time off used under this section shall be subject to the reasonable operating needs of the Employer.

ARTICLE 7 - ASSOCIATION ACCESS

7.1 Bulletin Boards.

The Employer agrees to allow separate wall space in each work site, not to exceed 3' x 4', for a bulletin board to be used by the Association for the posting of notices and bulletins relating to the Association. The Association has the right to place a portable bulletin board at any training facility. The Association shall limit its postings of notices and bulletins to such bulletin boards. All postings will be signed and dated by an appropriate Association officer.

7.2 Department Facilities.

The Department of State Police, subject to reasonable operational needs and priorities, shall make every reasonable good faith effort to permit the Association to use Department facilities for Association meetings, with adequate advance notice.

7.3 Access to New Employees.

During the academy training, Association representatives will be permitted access to new employees up to a two (2)-hour non-compensable period during a scheduled orientation. Such visit shall be scheduled for a classroom at the Academy or other training site, and shall be held during other than the lunch hour. Association members may remain at the Academy or other training site

to further discuss the Association after the new employees regularly scheduled day ends. The Employer will make a good faith effort to encourage new employees to attend.

The Association representatives will be permitted access to other new employees during their scheduled work day for purposes of orienting new bargaining unit employees about the Association.

ARTICLE 8 - ASSOCIATION SECURITY

8.1 Dues.

The Employer shall deduct Association dues from the salary check each month of employees who are members of the Association.

The amounts deducted shall be transmitted within ten (10) days to the Association. The Employer will not be held liable for good faith check-off errors but will make proper adjustments with the Association for errors within a thirty (30)-day period.

8.2 Fair Share.

Employees who are not members of the Association shall make payments in lieu of dues to the Association. Such payments shall be in the amounts as allowed under state law for fair share. The Employer shall deduct from the paycheck of each employee, each month, the payments for regular dues or payments in lieu of dues, and shall remit the same to the Association within ten (10) days after the deduction is made.

8.3 Religious Exemptions.

Any employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization or the payment of dues, or payment in lieu of dues to a labor organization, shall pay an amount of money equivalent to regular Association dues, initiation fees and assessments to a non-religious charity, or to another charitable organization mutually agreed upon by the employee affected and the Association. The employee shall supply proof to the Employer, each month, that this has been done.

8.4 New Employees.

The Employer will notify the Association, in writing, of new employees hired within the bargaining unit, within thirty (30) days after their hire date, and will furnish the Association their name, mailing address, and class title.

8.5 Change in Dues.

If the Association desires to change its dues during the term of this Agreement, the Employer will notify the Association of the reasonable costs of reprogramming its computers to accommodate the

change in dues. If the Association elects to change its dues after receiving such notice, the costs of reprogramming shall be borne solely by the Association.

8.6 Indemnification.

Provided the Employer acts in good faith, the Association will indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer as a result of the Employer's enforcement of the above provisions.

ARTICLE 9 - EMPLOYEE RIGHTS

9.1 Personnel Orders.

The Employer will provide the Association President with copies of all personnel orders as soon as the personnel orders are issued. As used in this section, "personnel orders" shall be defined as all written notices of actual disciplinary actions, notices of intent to take disciplinary actions, transfer notices, promotion notices and termination notices.

9.2 General Procedures.

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:

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

9.2.2 At least twenty-four (24) hours prior to any interview where the Employer may impose an economic sanction upon the employee as a result of the underlying incident, the employee will be informed, if known, of the approximate date of occurrence, the approximate location of occurrence, the nature of the investigation and allegations, provided with a copy of the investigative report to date including witness statements and documents, if available, 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 practicable. This 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.

9.2.2.1. Where the employer is considering discipline of a written reprimand or less, the employer need only give two (2) hours notice of the interview, which notice shall include if known, the date of the occurrence and the nature of the complaint. If during the course of the interview the employer becomes aware of

additional information which may cause it to consider discipline greater than a written reprimand the employer shall terminate the interview and provide the notice required in Section 9.2.2.

9.2.3 With the exception of telephone interviews, interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.

9.2.4 The Employer shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, except for emergencies or where interviews can be conducted by telephone. However, where the Superintendent or Deputy Superintendent is a party to any interview, the Employer may schedule the interview outside of the employee's regular working hours as long as the appropriate overtime or irregular hours payments are made. 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 hours payments are made.

9.2.5 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 s/he is entitled under the laws of the State of Oregon or the United States.

9.2.6 Interviews shall be done under circumstances devoid of intimidation, abuse, or coercion.

9.2.7 The employee shall be entitled to such reasonable intermissions as s/he shall request for personal necessities.

9.2.8 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.

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

9.2.10 Interviews and investigations shall be concluded with no unreasonable delay.

9.2.11 The employee shall be advised of the results of the investigation and any future action to be taken on the incident.

9.3 When the Investigation Results in Departmental Charges Being Filed.

After the investigation is complete, the employee and Association will be furnished with a copy of the completed investigative report which will contain all known material facts of the matter to include any tape recording at no cost. The employee and Association will also be furnished with the names of all witnesses and complainants who will appear against him or her and/or whose statements will be used against him or her. This obligation shall continue after charges have been filed against the employee.

9.4 Criminal Investigations.

This article shall not apply to criminal investigations conducted by the Department. In such criminal investigations, the following procedures shall be followed prior to the commencement of the interview: (1) The investigator shall notify the employee of the criminal nature of the investigation; (2) The investigator shall notify the employee that a refusal to answer questions asked by the investigator will not be a basis for disciplinary action against the employee. The employee has the right to not participate in the interview, and the right to terminate the interview, without resulting discipline.

9.5 Lie Detector Tests.

The Employer will comply with state law with respect to the giving of polygraph or voice stress indicator.

9.6 Use of Force Situations.

Employees involved in the use of force shall be advised of their rights to and allowed to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with counsel shall not unduly delay the giving of the statement.

9.7 Locker Access.

Upon request, the Department will provide a combination padlock to employees. The combination to the lock will be maintained by the appropriate station, District, or Division Commander, as well as the employee.

If upon being contacted by the Department that the Department will need to gain access to a locker, or other Department equipment in which the Association member may have private items stored, the member may choose to return to the Department to open that item in order that the Department may gain access to it. The member must do so in a timely manner, and the Department will not incur financial liability from the member's choosing to return to do so. Upon opening, the Department will only obtain the item needed and will not search through the locker, nor open closed personally owned containers within it.

ARTICLE 10 - PERSONNEL RECORDS

10.1 Access.

10.1.1 Employee. Upon request, any bargaining unit member shall have the right with reasonable prior notice to the Employer, to privately review his/her personnel file during normal office hours, however, the employee shall not have access to background investigations or references from previous Employers. With the exception of references from previous Employers and background investigation reports, the employee may request and shall be provided with a copy of any information in his/her personnel file.

However, the Employer reserves the right to charge a reasonable copying fee for additional copies of materials in the personnel file which shall be set by the Department. The "Official" personnel file shall be the central personnel record at General Headquarters. The employee shall be entitled to place a letter(s) of rebuttal into his/her personnel file with respect to any item(s) in the file.

10.1.2 Other Persons. The only other persons permitted to have access to the contents of an employee's personnel file, excluding background investigations and references from previous employers, are a designated representative of the employee having the employee's signed authorization and the Employer's agent/representative for defense when any employee presents a claim against the State. The Employer's authorized staff shall have access to the employee's entire personnel file.

10.2 Retention.

Retention schedule shall be as follows in compliance with the State Archivist's rules. Material attached to and a part of any document identified below shall carry the same retention period as the document itself.

10.2.1 Permanent Retention.

Employment Application	Applicant Investigation
Pre-appointment Interview	Medical History
Medical Examination	Oath of Office
Permanent Appointment Letter	SAIF Reports on Accidents
Summary Training Record	Employee Leave
Promotion Letters	Transfer Letters
Special Weapons Approval	Off-Duty Employment Approval

10.2.2 Four-Year Retention. Notice of disciplinary action resulting in loss of time or pay.

10.2.3 Three-Year Retention. All reports, letters and other correspondence, including commendations and reports of discipline not included under Sections 10.2.1 or 10.2.2.

10.2.4 Records will be purged from an employee's personnel file in accordance with the above retention schedule. The above retention schedules do not prohibit the Employer from purging records pursuant to State Archivist Rules. Records of disciplinary action which have been purged from an employee's personnel file in accordance with this section may not be introduced into evidence by either party at grievance arbitration hearings for the purpose of showing the past discipline, unless the purged record is referred to in a document that has not been purged from the employee's personnel file and at the time the reference was made, the purged document was also in the personnel file.

10.2.5 Materials concerning discipline shall not be placed in an employee's personnel file until the employee has exhausted all appeals available through the grievance procedure. If discipline is reversed or otherwise rendered invalid, all records pertaining to the discipline shall be sealed until they are purged. Nothing shall prevent the Department from taking the underlying facts and sanctions of a pending appeal into consideration when considering future disciplinary actions or performance appraisals.

10.3 Initialing and Copies.

Employees shall initial and contemporaneously be provided copies of all disciplinary materials placed in their personnel files.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

11.1 Discipline.

Disciplinary action, including discharge, shall be only for just cause.

11.2 Exclusive Remedies.

The parties agree that the procedure herein described shall completely and fully supplant the remedies and procedures established in ORS Chapter 181.290 to 181.350 and employees are no longer entitled to the protection of those procedures.

11.3 Appeals.

Within fifteen (15) days of the Association's receipt of notice of disciplinary action (except for discharge), the Association may appeal the discipline by filing a notice of appeal of discipline with the OSP Human Resources Services Section. The notice of appeal shall state the date the disciplinary action notice was received by the Association, article(s) and an explanation of why the discipline was not for just cause. Within five days of the filing of the notice, the Superintendent or his designee shall meet to discuss the appeal. The Superintendent or his designee shall respond within fifteen (15) days of the filing of the grievance. The Association may advance the grievance appeal to arbitration within fifteen (15) days of the date of response or the date the response is due whichever is sooner. The arbitration appeal must be contemporaneously submitted to the Department of Administrative Services (DAS) Human Resource Services Division, Labor Relations Unit in writing, and include a copy of the discipline, the response of the Department and

a statement of the response for the appeal. The parties agree to schedule arbitration as soon as is practicable. Verbal reprimands cannot be grieved. Any personnel investigation which results in a verbal reprimand will be documented on the personnel complaint form and a copy of the complaint form sent to the Association. Discharge from employment may be appealed directly to arbitration (within fifteen (15) days of the effective date of the discharge) as provided herein.

11.4 Pre-Discharge Notice.

A written pre-discharge notice shall be given to a regular-status employee who is being considered for discharge. Such notice shall include the known complaints, facts and charges and a statement that the employee may be discharged. The employee shall be afforded an opportunity to refute such charges or present mitigating circumstances to the Employer at a time and date set forth in the notice, which date shall not be less than seven (7) calendar days from the date the notice is received or, at the option of the employee, by written response by that date. The employee shall be permitted to have an Association representative present.

11.5 Remedies.

Any employee found to be unjustly disciplined or discharged may be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment, unless otherwise provided by the Arbitrator.

11.6 Trial Service Employees.

Probation for newly hired and reclassified OSPOA represented employees is as follows:

11.6.1 Any newly hired employee in an unclassified/sworn position is subject to a probationary period of eighteen (18) months.

11.6.1.1 Sworn employees' probation may, by mutual agreement, be extended if the employee is duty stationed at home as the result of an investigation into allegations of misconduct. The extension shall be equal to the period of time the employee is duty stationed at home, but no longer than ninety (90) days if duty stationed at home during the first twelve (12) months, or sixty (60) days if duty stationed at home after the first twelve (12) months. Agreement shall not be unreasonably withheld.

11.6.2 Any newly hired employee in a classified/non-sworn position is subject to a twelve (12) month probationary period which may be extended for up to six (6) additional months by mutual agreement of the Association and the Department.

11.6.3 Any represented employee who is placed in a different classification is subject to a probationary period of twelve (12) months except as provided below:

11.6.3.1 A reclassified employee placed in a sworn classification who is either currently in a non-sworn classification or is currently in a sworn classification but

has not attended and completed basic recruit school is subject to a probationary period of eighteen (18) months.

11.6.3.2 A reclassified employee who goes from Criminalist 3 to a Forensic Scientist Classification, Recruit to Trooper or Trooper to Senior Trooper is not subject to any probationary period.

11.6.4 A newly hired probationary employee is entitled to all rights and privileges under this Agreement except:

11.6.4.1 Where otherwise specifically noted; and

11.6.4.2 The right to grieve discipline and discharge.

11.6.5 Reclassified employees while on probation will have the same rights as set forth in 11.6.4 except these employees shall have the right to grieve discipline and discharge providing the employee has successfully completed the employee's previous classification trial service period. The Employer may, however, return the reclassified probationary employee to his/her former classification at any time during the probationary period, and such action by the Employer shall not be grievable.

11.6.6 If at any time during the probationary periods set forth in this article the employee takes a continuous leave of twenty-one (21) calendar days or longer in duration, the probationary period may, at the Employer's discretion be extended by a like amount.

11.7 Time Requirements.

The findings of fact in personnel investigations shall normally be rendered within sixty (60) calendar days of the time the Department first interviews the employee who is the subject of the investigation, except in those cases where the conditions necessitate that the process take more time. In cases where the process lasts longer than sixty (60) calendar days, the Department shall be entitled to extend the time period set forth herein for an additional thirty (30) calendar days. Further extensions may be granted with the consent of the Association. Such consent shall not be unreasonably withheld. Extended investigations shall be completed as soon as is practicable. This Section shall not apply to criminal investigations. Except in cases of termination, no discipline stemming from a personnel investigation may exceed a written reprimand if the Employer has not complied with this Section.

ARTICLE 12 - SETTLEMENT OF DISPUTES

12.1 Grievance Procedure.

The parties agree that for the purpose of this Agreement, a grievance shall be defined as a dispute regarding the meaning, interpretation or application of this Agreement and that such dispute shall be settled as provided in this Article. Discipline and discharge shall be handled as described in Article 11.

Step 1. The affected employee and/or the Association shall submit the grievance in writing to a supervisor of the employee within thirty (30) calendar days after the grievant becomes aware of its occurrence as follows:

Grievances challenging non-disciplinary compensation matters: The date on which the employee is paid or not paid.

Other grievances alleging contract violations (non-disciplinary): The date the employee knows or should have known of the violation.

The grievant shall state the facts of the grievance, as known at the time, the Agreement article(s) alleged to be violated and the remedy sought.

Within twenty (20) days of the filing of the grievance a meeting shall be held either in person or telephonically between the grievant and the designees of the Association, OSP Human Resources Services Section, supervisor, and the Region Division Commander. The grievant must participate in this meeting. If the grievant is unavailable due to circumstances beyond the grievant's control, then the twenty (20)-day provision shall not apply and the meeting shall be scheduled as mutually agreed. The Supervisor or his/her designee shall respond to the grievance in writing to the grievant and the Association President within ten (10) days of the meeting.

If the meeting is not held within twenty (20) days and the parties have not agreed to an extension, the grievance will be deemed withdrawn if the failure to meet is the fault of the Association. If the failure to meet is the fault of the Employer, the appropriate remedy will be deemed granted and implemented. Any default resolution pursuant to this provision is non-precedential.

The response to a written grievance at this level shall not set a precedent for any future written grievance, and shall not be introduced as evidence of past practice or for any other purpose in an arbitration proceeding. This provision shall apply only to grievances over matters which may differ from station to station or district to district but specifically shall not apply to disciplinary grievances. Nothing in this Section shall be interpreted to allow Management or the Association to violate this Agreement.

Step 2. If the grievant/Association is not satisfied by the Step 1 response, he/she/it may, within fifteen (15) calendar days after the Step 1 response is due or received, whichever is sooner, submit the grievance to the OSP Human Resources Services Section. Within twenty (20) days, a meeting shall be held either in person or telephonically between the designees of the Association, Bureau Commander or Agency Designee, and Department of Administrative Services. The Director shall respond in writing within ten (10) days of the meeting to the grievant and the Association. If the parties do not meet within twenty (20) days and have not agreed to extend the time, the grievance shall be deemed resolved in the manner provided in Step 1.

At Step 1 and 2, the parties may mutually agree to extend the twenty (20) days provided for in this Article.

Step 3. If the grievance is still unsettled, the Association may, within fifteen (15) calendar days after the Step 2 response is due or received, whichever is sooner, notify the Employer of its intent to arbitrate addressed to the Labor Relations Unit of the Department of Administrative Services. The State Employment Relations Board shall be requested to submit a list of seven (7) arbitrators. The parties shall alternately strike three (3) names from the list, with the first strike being determined by lot, and the remaining person shall be the arbitrator. The designated arbitrator shall hear both parties as soon as possible on the disputed matter and shall render a decision within thirty (30) calendar days of the hearing.

The arbitrator's decision shall be final and binding on the parties. The arbitrator shall have no power to alter, modify, amend, add to or detract from the terms of the Agreement.

12.2 Mediation.

Subsequent to a timely request for arbitration and prior to the selection of an arbitrator, either the Human Resource Services Division, Labor Relations Unit, or the Association may request mediation of the grievance. If both parties agree to mediation, it will be scheduled and conducted by the Conciliation Service Division of the Employment Relations Board. Mediation is not a mandatory step of the grievance procedure. A party's unwillingness to participate in mediation, or the particular matters discussed in mediation other than the facts of the case, shall not be admissible in any subsequent arbitration hearing.

12.3 Expenses of Arbitration.

Expenses for the arbitration shall be borne by the non-prevailing party; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript, all copies, and all other recording and/or transcription costs.

12.4 Time Requirements.

If the Employer fails to issue a written response within the time limits, the Association may advance the grievance. Time limits referred to in this Article may be waived by mutual agreement in writing.

12.5 Group Grievances.

The Association may file a group grievance at Step 2 of the grievance procedure, within thirty (30) calendar days after the grievant becomes aware of its occurrence. The parties may mutually agree to remand the grievance to Step 1. Such grievance shall identify the class of employees covered by the grievance, the Agreement article alleged to be violated, the facts of the grievance available, and the remedy sought. The Department's obligation to respond to the grievance shall not begin to run

until the Association submits to the Department a list of all the names of employees covered by the grievance and the facts of each employee grieving. If the Association does not submit this information within thirty (30) days of the filing of the grievance, the grievance is deemed to be withdrawn. The Department's potential liability extends only to the named grievant. Failure to identify the facts of an employee's grievance constitutes withdrawal from the group grievance of that employee.

12.6 Attendance at Meetings.

Grievants shall be allowed to attend arbitration hearings and to travel to and from such hearings on on-duty time. Where the parties agree to meet in other than a grievance arbitration setting in an attempt to resolve a grievance, and where the parties mutually agree that the attendance of the grievant is necessary, the grievant shall be allowed to attend meetings under the grievance procedure and to travel to and from the meeting on on-duty time. If the attendance at the meeting or hearing requires an overnight stay by the grievant, the responsibility for per diem costs shall be borne by the grievant, not the Employer. Grievant shall not be entitled to receive irregular hours or overtime for such time.

ARTICLE 13 - TRANSFER

The reimbursement, rates, allowances and other financial compensations for transfer shall be at the levels in effect in the Policies, Rules, Procedures Manual, unless otherwise modified by this Agreement.

When the Department has to transfer bargaining unit employees, it will attempt to seek volunteers first.

ARTICLE 14 - HOURS OF WORK

14.1 Scheduling.

This article does not prevent the Employer from rescheduling employees contrary to its provisions as long as overtime compensation is paid subject to applicable rules and laws.

Team Directed Scheduling (TDS) is set forth in Appendix A. The selection for TDS, the method of scheduling, and the parameters for the operation of TDS is set forth in Appendix A attached to this Agreement. Groups participating in TDS shall be subject to the terms of this Agreement unless excluded in Appendix A.

The employees on TDS will continue their current scheduling practices

Except for specific provisions of this Agreement to the contrary, a scheduling supervisor may develop a schedule based upon the operational needs of the individual worksite. In consideration of such schedule, neither the 5x8 or 4x10 shift will be declared a "default" schedule. Notwithstanding this however, for worksites where there is the need to change a current schedule because the shift may/has adversely affect(ed) a Department operational need, the scheduling

supervisor may, in developing a different schedule, use a 5x8 schedule, a 4x10 schedule, or any combination thereof.

14.2 Work Shift/Regular Hours.

Except for specific provisions of this Agreement to the contrary, each employee shall be scheduled to work on a regular shift, shall have regular starting and quitting times, and shall have regular hours of work each day that are consecutive. Any employee may, with the Employer's approval, split his/her shift into segments. No employee may be discriminated against for failure to volunteer for a split shift. When an employee works a split shift, the number of hours worked in a twenty-four (24)-hour period must total a minimum of the number of hours in the employee's regular work shift. The working of split shifts under any other circumstances than those set forth above shall subject the Employer to overtime liability.

14.3 Work Week.

Except for specific provisions of this Agreement to the contrary, the workweek shall be from 12:01 a.m. Sunday to 11:59 p.m. Saturday. Days off shall be consecutive, followed by consecutive workdays not to exceed five (5) except for shift changeovers, relief shifts, rotating days off, and voluntary day off changes. Employees shall not have their days off involuntarily changed except for shift changes, relief shifts, rotating days off, or voluntary day off changes. Employees may have their days off involuntarily changed for training no more than once in a calendar year over a two week work period with 28 days notice.

Daily overtime will be paid for hours worked in excess of the scheduled shift in accordance with Article 17. Weekly overtime will be paid upon completion of forty (40) hours of work. Except as provided in 17.1.4, all paid leave counts as hours worked for purposes of the overtime threshold. Overtime callback hours on a day off are not cumulative on the forty (40) hours for the week.

For non-sworn employees, shift changeovers, relief shifts, rotating days off, and voluntary day off changes have the potential to create long and short workweeks. When this occurs, overtime will be paid for the long weeks where more than forty (40) hours have been worked. During the short weeks (less than forty (40) hours), forty (40) hours of work will be scheduled. At the employee's option, the employee will be allowed to use the appropriate paid leave for the additional hours that were scheduled to equal forty (40) hours.

If the parties mutually agree, the definition of workweek may be redefined for the purposes of implementing alternative schedules.

14.4 Work Day.

Except for specific provisions of this Agreement to the contrary, the work day shall be a minimum of eight (8) hours including meal periods, rest periods, briefing and training periods.

14.5 Work Schedule(s).

This section applies to schedules under Articles 14 and 15.

14.5.1 A tentative twenty-eight (28)-day work schedule shall be posted seven (7) calendar days in advance of the twenty-eight (28)-day work period except for employees on itineraries and the posting requirements under Article 15.

14.5.2 The start/stop times set forth in the schedule may be adjusted without penalties subject to the notice requirements set forth below for the following reasons:

- (a) Emergencies.
- (b) Operating needs.
- (c) Training.
- (d) Cover/replace employees who have scheduled compensatory leave.
- (e) Holiday coverage (Article 14.5.8 and 14.5.9)
- (f) Voluntary adjustments

14.5.3 There will be a minimum of ten (10) hours off between scheduled shifts and/or adjusted shifts. Where the employee is to report for their next scheduled shift when there has been a period of less than ten (10) consecutive hours off due to court, callback, or other unscheduled work assignment, the employee may, with mutual agreement, adjust his/her shift in order to have ten (10) consecutive hours off.

14.5.3.1 The notice requirements to avoid penalty are:

- (a) Emergencies – none.
- (b) Operating needs – seven (7) days.
- (c) Training – twenty-eight (28) days.
- (d) Replacing employees who have scheduled compensatory leave - seven (7) days.
- (e) Holiday coverage – twenty-eight (28) days to post, seven (7) days to adjust.

14.5.3.2 The notice required herein is to be in person or written notice on a normal workday. Otherwise, notice requires personal or telephone contact.

14.5.4 Definitions.

Emergency: An unforeseen combination of circumstances calling for immediate action which requires additional personnel resources. Schedule changes due to events with advance notice would not be considered emergencies.

Operating Needs: For purposes of this section, the following non-emergencies are not operating needs: monthly shift changes, court appearances, training, implied consent hearings, emphasis patrols, adjustments for patrol coverage due to vacation and sick leave usage.

14.5.5 If a schedule is adjusted pursuant to this section for reasons other than training, the remainder of the employee's work week will be adjusted so that the employee's start time will be within two (2) hours of the adjusted shift unless the employee desires to return to their original work schedule for the remainder of their work week.

If a schedule is adjusted for training, the remainder of their work week will also be adjusted within a four (4) hour window and the employee may elect to return to their regular shift.

There is no penalty to the Employer for an employee voluntarily returning to their regular shift.

14.5.6 Penalty.

(a) Schedule adjustments which are not emergencies and for which appropriate notice has not been given shall result in the employee being paid time and one-half (1 ½) without adjustment of the employee's regular salary for all hours worked outside the employee's regular (unadjusted) schedule.

(b) When an employee has his/her schedule adjusted for reasons other than training and the adjustment is for more than one (1) day in a work week, the obligation to pay time and one-half (1 ½) under this section only applies to the first day of the adjustment unless subsequent adjustments are made during the work week. Schedule adjustments for training where less than twenty-eight (28) days notice but more than seven (7) days notice has been given, the penalty shall apply only to the first day of the adjustment.

(c) Employees on trial service (except as provided in Articles 17.4 and 17.4.1) schedules may be adjusted with seven (7) days notice without penalty to facilitate completion of training.

(d) An adjustment with appropriate notice under this section shall not create an overtime liability under the definition of work day in Article 14.4.

14.5.7 Voluntary Adjustments.

An employee may voluntarily with prior supervisory approval adjust both his/her start/stop times and his/her days off without penalty to the Employer. If an employee voluntarily adjusts his/her days off the adjustment shall occur within the work week for non-sworn employees and within the twenty-eight (28)-day cycle for sworn employees. If approval is not granted, the decision is final and not subject to the grievance procedure.

14.5.8 Holiday Coverage Schedule.

A Holiday Coverage Schedule shall be posted twenty-eight (28) days in advance of a holiday period. The schedule shall identify those employees assigned to work and their work hours during the holiday period. There will be no schedule adjustment penalty providing there is a rest period of at least ten (10) hours between scheduled shifts. Overtime and callback hours worked during the rest period are included in the ten (10) hour minimum. The Holiday Coverage Schedule may be further adjusted without penalty with seven (7) days notice.

The holiday period subject to adjustment under these provisions will be those shifts which begin on any of the schedule adjustment days specified in Article 14.5.9. Divisions other than Patrol and Dispatch adjustment days are limited to the recognized holiday.

If the employee's schedule is adjusted within the provisions of this subsection, the remainder of the employee's work week will also be adjusted so that the employee's start time will be within two (2) hours of the adjusted shift. An employee may return to his/her original work schedule for the remainder of the work week, without penalty incurring, with supervisory approval.

Nothing in this subsection authorizes the scheduling of split shifts or adjustments intended to avoid holiday or overtime pay, except as provided in Article 19.4.

14.5.9 Holiday Coverage Schedule Adjustment Days for Dispatch and Patrol.

2010

New Years	December 31, 2009 through January 1, 2010
M L King Birthday	January 18, 2010
Presidents Day	February 15, 2010
Memorial Day	May 28, 2010 through May 31, 2010
Independence Day	July 2, 2010 through July 4, 2010
Labor Day	September 3, 2010 through September 6, 2010
Veterans Day	November 11, 2010
Thanksgiving	November 24, 2010 through November 28, 2010
Christmas	December 24, 2010 through December 26, 2010

2011

New Years	December 31, 2010 through January 2, 2011
M L King Birthday	January 17, 2011
Presidents Day	February 21, 2011
Memorial Day	May 27, 2011 through May 30, 2011
Independence Day	July 3, 2011 through July 4, 2011
Labor Day	September 2, 2011 through September 5, 2011
Veterans Day	November 11, 2011
Thanksgiving	November 23, 2011 through November 27, 2011
Christmas	December 23, 2011 through December 26, 2011

14.6 4-10 Shift.

14.6.1 The Department may deny a 4-10 request or discontinue an approved 4-10 shift without employee vote if it determines the shift may/has adversely affect(ed) a Department operational need. An operational need includes but is not limited to:

14.6.1.1 Need to meet Department program and/or priorities for the work group; or

14.6.1.2 Need to meet Department workload or productivity standards without increasing overtime, compensatory leave, penalty pay, staffing or other direct or indirect monetary costs; or

14.6.1.3 Need to meet Department standards for coverage for planned and unplanned absences to respond to workload needs; or

14.6.1.4 Need to meet Department standards for response to emergencies, disasters, or extraordinary circumstances.

14.6.2 Work groups within a division, who are not covered by an itinerary as outlined in Article 16, will be permitted the opportunity to vote once each year on whether or not to work the 4-10 shift.

14.6.3 Work group is defined as all employees within a division who report directly to a division supervisor in order to accomplish the division's programs and priorities, except the Patrol Division. For the Patrol Division, a work group is defined as all employees at a work site. For the purposes of this section, the Motorcycle Unit is considered a work group. All sworn employees designated Resident Troopers within a common patrol area is a separate work group.

14.6.4 The vote may be conducted only if thirty percent (30%) of the eligible employees in the division work group request such a vote. A minimum of a majority of all eligible employees in the work group is required for starting or stopping the 4-10 shift. The vote must occur in October, and if approved, the 4-10 shift will become effective upon the beginning of the first twenty-eight (28)-day work cycle after January 1 of the following year. Employees are not eligible voters until the completion of the probationary period.

14.6.5 The Association representative of the work group shall conduct the election, certify the results to the division supervisor(s), and supply a list of eligible employees in seniority order to the supervisor. Where employees are allowed to vote for a 4-10 shift under this Article, only employees permanently assigned to the affected division work group are allowed to vote.

14.6.6 If employees in an affected division work group have affirmatively requested their preference for a 4-10 shift by the voting process, the Association representative of the work group will present a plan for such a 4-10 shift to the immediate supervisor(s) of the work group. The supervisor(s) will notify the Association representative if the plan conflicts with any operational need.

14.6.7 If the request to move to a 4-10 shift is initially denied, or has been discontinued, the affected work group may provide additional information to the immediate division supervisor(s) that the 4-10 shift will not, or has not, adversely impacted operational need, for the supervisor's reconsideration.

14.6.8 A denial of initial implementation or discontinuation of a 4-10 schedule may be grieved but shall not prevent a supervisor(s) from implementing his/her decision pending resolution of the grievance. The basis for any grievance in this regard will be whether or not the supervisor(s) applied operational needs criteria unreasonably or arbitrarily.

14.6.9 Accruals. All leave accruals and usage shall be calculated on an hourly basis to provide no greater or lesser benefit than received by employees on a 5-8 shift. For example, if an employee on the 4-10 shift takes a day of vacation, ten (10) hours of vacation leave shall be deducted from the employee's account.

14.6.10 Configuration. The 4-10 shift shall consist of three (3) consecutive days off followed by four (4) ten (10)-hour days. Employees shall receive the same meal and rest periods as employees on a 5-8 shift. If employees of a work group elect to work a 4-10 schedule with rotating days off, the days off in the rotation period need not be consecutive.

14.6.11 Overtime. Except as provided in Article 17.1.4, employees on the 4-10 shift shall be entitled to receive overtime only when they (A) work more than ten (10) hours per day, or (B) work more than forty (40) hours per week, or (C) work on one of the employee's days off, or (D) regular time off as existing practice.

14.6.12 Change in Shifts. Employees moving to and/or from the 4-10 to any other approved schedule shall not be entitled to overtime compensation as a result of such move.

14.6.13 Employees who may be temporarily assigned to a work group will comply with the work schedule in place for employees who are permanently assigned to that work group.

14.7 Relief Shifts.

No penalty payment under this section shall arise from employees working relief shifts if the starting times for the shifts worked by the employee varies by two (2) hours or less during the workweek. In any relief shift, it is intended that the relief employee will normally have a minimum of sixteen (16) hours off duty between scheduled shifts or fourteen (14) hours for employees working a 4-10. An employee working a relief shift works other employees' assignments and shall not be permanently assigned as a relief employee. The "extra day" on a relief shift shall have hours of work identical to one of the shifts of the employees whom the employee has relieved during the week. A relief shift under this section shall not create a penalty under the definition of work day in Section 14.4

14.8 Rest and Meal Periods.

14.8.1 Subject to the reasonable operating needs of the Department, a rest period of fifteen (15) minutes shall be permitted for all employees during each half shift and shall be considered on-duty time.

14.8.2 Subject to the reasonable operating needs of the Department, all employees shall be granted a meal period during each work shift. The meal period shall be scheduled in the middle of the work shift or as near thereto as possible. Paid meal periods shall be thirty (30) minutes. Unpaid meal periods shall be one (1) hour.

14.8.3 Subject to the reasonable operating needs of the Department, and in lieu of the thirty (30)-minute paid meal period and fifteen minute breaks, rest periods of thirty (30) minutes each shall be permitted for all employees during each half shift.

14.8.4 Employees working overtime shall receive a paid fifteen (15) minute rest period after the first two (2) hours of overtime worked. Employees shall receive a thirty (30)-minute paid meal period after four (4) hours overtime worked, provided they return to work after the meal period.

14.8.5 Employees in the Forensic Services Division, subject to the reasonable operating needs of the Department, shall have the option of electing to work a continuous shift, or a shift which includes a thirty (30) or sixty (60) minute unpaid meal period. Employees in Forensic Services Division shall have the option of combining their rest periods under Article 14.8.1 (not to be used to shorten the work day) provided there is no unpaid meal period taken.

14.8.6 Where employees have been regularly scheduled to work an eight (8) to five (5) shift with a one (1) hour meal period on a continual basis, that work shift shall be continued per past practice.

14.8.7 Fleet and Technical Services classification lunch breaks (CSA 1 and 2 and the Physical/Electronic Security Technician 1) are duty-free unpaid lunch breaks.

14.9 Shift/Day Off Trade.

Subject to written supervisor approval, two (2) employees may voluntarily trade shifts/days off. The Department will not incur any overtime liability as a result of the trade. Trades will be completed within thirty (30) days of the first affected shift/day off.

For the workweek within which monthly training occurs, SWAT team members may voluntarily work in excess of forty (40) hours. If they do, the excess hours will be taken on a straight time basis as time off during the balance of the twenty-eight (28)-day cycle, as scheduled by the worksite supervisor.

14.10 Day Off Rollover.

Day off rollover shall be continued as per the existing practice, in each worksite subject to the reasonable operating needs of the Department. If a problem under the Federal Fair Labor Standards Act is identified, the parties agree to meet and negotiate.

14.11 Travel From Assignments.

Employees who have completed training or an assignment at a location other than their regular work site shall be given the option of traveling home on paid status at the conclusion of the training or the assignment and shall not be required to stay overnight at the remote location if the remote location is two (2) hours or less from the employee's home or regular duty station (whichever is closer to the remote location). If the travel time is over two (2) hours, the decision as to whether to allow the employee to travel home at the conclusion of the assignment shall be at the reasonable discretion of the employee's supervisor.

In addition, the following shall also apply to travel from assignments:

14.11.1 An assignment to testify in a court outside the normal working boundaries of the worksite to which the employee is assigned shall be considered a "remote location."

14.11.2 An assignment is considered complete when all work is completed at the remote location, not when the employee has returned to his/her worksite.

14.11.3 For the purposes of pilots, the two (2) hour threshold shall be considered to be flight time when the pilot is operating an airplane. When a pilot is scheduled to a flight with multiple assignments, the assignment shall be considered completed at the conclusion of the last set of assignments involved in the flight.

14.11.4 This article does not supersede the language in Article 17.5 regarding the authorization of one (1) round trip from a worksite to a training site.

14.12 Penalty Payments.

The Employer shall not be liable for more than one (1) penalty payment for the same hours worked under this Agreement.

14.13 Flexible Work Hours.

Subject to the following terms and conditions, the parties agree with respect to flexible work hours.

14.13.1 Site. The flexible work hours will only be assigned to employees in the Dignitary Protection Unit.

14.13.2 Accruals. All leave accrual and usage shall be calculated to provide no greater or lesser benefit than received by employees on a 5-8 shift.

14.13.3 Configuration. Employees assigned to the Dignitary Protection Unit may be assigned a work schedule containing flexible hours that may exceed eight (8) hours on any scheduled work day, but will not exceed forty (40) hours in any one (1) week.

14.13.4 Termination. The program will be discontinued on January 1 in any year the majority of the Dignitary Protection Unit employees vote in October of the preceding year, to discontinue the flexible work hours, or if operational reasons dictate such termination.

14.13.5 Overtime. Overtime liability will only occur for hours worked in excess of forty (40) hours in one (1) week.

14.13.6 Change in Shifts. Employees moving to and/or from different shifts during the forty (40) hours in the one (1) week shall not be entitled to overtime as a result of such moves.

14.14 Dog Handler.

The purpose of this Section is to meet the FLSA requirements. No penalty pay provisions apply to this activity. Employees who are assigned canines will schedule sufficient time during their regularly scheduled workdays to care for the canines. Employees are authorized two (2) hours per week at the straight time rate of pay to cover for any additional time needed to care for the canines. The Department will provide commercial kenneling for the dog when off duty care of the dog exceeds the two (2) hrs/wk allowed for off duty care. If a commercial kennel is to be used, the two (2) hours allowed for off duty care must include transport time to and from the kennel.

The Employer shall seek to provide alternative resources for the care of the accelerant canine when the handler is on paid leave. In the event such resources are unavailable in a given situation, the handler will be credited with up to one (1) hour of time worked per day or, if it is a holiday off, receive up to one (1) hour of holiday pay at time and one-half (1 ½).

ARTICLE 15 - SHIFT SELECTION

15.1 Shift Selection.

Shift selection shall be by the following process:

15.1.1 Work groups shall be allowed to determine whether or not to bid shifts. A vote may occur once every fiscal year to start or stop shift bidding. The vote may be conducted only if thirty percent (30%) of the affected bidding employees in a work group request such a vote. The vote must occur in October and become effective at the start of the first twenty-eight (28)-day cycle commencing after January 1 of the next year. A minimum of a majority of the affected employees is required for starting or stopping shift bidding. Employees are not eligible voters until the completion of the probationary period. The Association representative at the work site shall conduct the election, certify the results to the supervisor, and supply a list of eligible employees in seniority order to the supervisor.

Work group is defined as all employees at a work site within a Division who accomplish the division's programs and priorities except the Patrol Division. For the Patrol Division, a work group is defined as all employees at a work site. For the purposes of the Collective Bargaining Agreement, one (1) or more employees assigned to the Motorcycle Unit and

Aggressive Driving Enforcement Program each is considered a separate work group at each work site. This does not prohibit the Employer from designating shifts by discipline within the Forensics Division.

15.1.2 If the work site elects to bid shifts, the following shall occur:

15.1.2.1 The supervisor shall establish the number of shifts, and the specific hours when they occur.

15.1.2.2 The eligible employees will bid, by seniority, for the shift. Employees on unpaid leave of absence at the time of the bid shall not be eligible to bid. Employees on probation at the time of the bid may only bid for those complete blocks (28 days) occurring after the completion of their probation.

15.1.2.3 The supervisor has the right to change both the schedule and the assigned employee at any time provided the supervisor has a reasonable operational need for making the change.

15.1.2.4 Each work group will determine whether to bid on a minimum of three (3), twenty-eight (28)-day blocks or on a block of no greater than thirteen (13), twenty-eight (28)-day periods. No employees may bid the same shift for more than thirteen (13), twenty-eight (28)-day periods unless the vote to start shift bidding specifies that employees are not restricted in the length of time they can remain on any one shift. If the employees vote to bid on a block of less than thirteen (13), twenty-eight (28)-day cycles, then the employees will also vote on whether they will bid all blocks in the year at one time or bid each block at the start of the twenty-eight (28)-day cycle immediately preceding the commencement of that block.

15.1.2.5 Where the Employer changes an individual employee's shift which may result in altered days off for training or retraining purposes on an isolated basis for the purposes of building basic job skills (not including training provided on a regular basis to other employees) and the shift to which the employee is reassigned results in an employee being displaced, the least senior employee on the shift will be bumped if no volunteers are available to trade shifts with the temporarily reassigned employee.

The employee who is bumped will be able to exercise seniority to select another shift if the length of the training assignment is more than fourteen (14) calendar days in length; in cases of training assignments of less than fifteen (15) calendar days, the bumped employee will backfill the shift normally worked by the temporarily reassigned employee. Employees who are consequently bumped as a result of the exercise of seniority by the bumped shift shall have the right to use seniority to select new shifts. Upon completion of the training assignment, all

employees will be returned to their previously bid shifts. The decision to change an employee's shift may result in altered days for other employees who have been consequently "bumped" from their shifts.

15.1.2.6 A work group/worksites may agree to modify the bidding process set forth here in at individual worksites. Such agreements shall be reduced to writing, limited to the specific involved work group/worksites, and signed by the Association and Employer.

15.1.3 Only Command Centers, Forensic Division, Lottery Security Section and Patrol Division employees assigned to road patrol may bid shifts, except that probationary and trial service employees are not allowed to work a shift that they have bid until the completion of the probation and/or trial service period. If the Employer makes a substantial change in the past practice with respect to shifts in any unit or team, the parties agree to collectively bargain over whether this section shall apply.

15.1.4 Nothing in this Section shall affect the duration of a patrol schedule.

15.1.5 An employee transferring to a work site or new employee qualified for solo status is assigned to a work site during a shift bid block shall be assigned to a shift by the supervisor for the duration of the block. However, if a new shift is created which has different start/stop times and/or different days off from those shifts previously bid, then the new shift shall be made available for bid to current employees on a seniority basis. If a current employee successfully bids for the new shift then the incoming employee shall be assigned to the current employees now vacant shift. No further bumping shall be allowed.

15.1.6 Between October 1 and November 30, employees who work rotating days off who participate in the shift bidding process shall sign up on the basis of seniority for day off rotations for the following calendar year. For the following calendar year, employees shall only be entitled to select shifts on the basis of seniority if the shift they have bid has the day off rotation they were awarded as a result of the sign up process.

15.1.7 If a work schedule for a work group is changed under Articles 14.6.7 or 15.1.2.3, and the employees affected have previously voted in favor of shift bid, the eligible employees will be allowed to bid, by seniority, for the shift. The current work schedule will remain in effect for the remainder of the current twenty-eight (28)-day cycle, plus a final twenty-eight (28)-day cycle to allow for a schedule changeover.

15.2 Eligibility to Vote.

Where employees are allowed to bid under this article, employees who are temporarily assigned to other than the Patrol Division as of the time the vote occurs are not eligible voters in a Patrol Division schedule.

15.3 Rotation of Shifts.

If shifts rotate, they shall rotate on a block of no greater than thirteen (13), twenty-eight (28)-day periods as determined by majority vote of the affected employees at the worksite in question. The Employer may override the results of this vote based upon reasonable operational needs.

ARTICLE 16 - ITINERARIES

16.1 Fish and Wildlife Itinerary.

Employees of the Fish and Wildlife Division shall submit an itinerary on a weekly basis. The work week begins following two regularly scheduled days off. The employee's supervisor may approve or disapprove the itinerary or make changes in the itinerary or otherwise reschedule the employee. Days off may be changed only as provided below. A Fish and Wildlife Division employee's itinerary, once set, may also be changed by his/her supervisor, but only for reasons relating to the enforcement of Fish and Wildlife laws (but not to include the avoidance of court overtime or the accommodation of Department training). Employees may have their days off involuntarily changed for training no more than once a calendar year during one work week with 28 days notice. The employee also may change his/her itinerary subject to the supervisor's approval.

Overtime liability for Fish and Wildlife Division employees only occurs in callback situations under this Agreement, or where the employee works more than forty (40) hours per week except for split shifts or irregular shifts. Where the employee's supervisor changes an employee's itinerary requiring the employee to work in excess of eight (8) hours per day, overtime liability occurs. The workday starts at 12:01 a.m. and ends at 11:59 p.m. the same day. (See Article 17.1.4.)

Employees' days off may be changed by his/her supervisor without incurring overtime liability, but only for reasons relating to the enforcement of Fish and Wildlife laws (but not to include the avoidance of court overtime).

Employees shall be entitled to the travel time provisions of this Agreement.

The Employer shall not split shifts to avoid court overtime. However, when required by operational priorities, shifts may be split into segments.

Nothing in this section prohibits a supervisor from allowing an employee to submit more than one itinerary at a time for approval.

16.2 Drug Enforcement Section Itinerary.

Employees assigned to the Drug Enforcement Section shall submit an itinerary on a weekly basis. The employee's supervisor may approve or disapprove the itinerary or make changes in the itinerary or otherwise reschedule the employee for operating needs (but not to include the avoidance of court overtime). Once set, an itinerary may also be changed by his/her supervisor for operating needs (but not to include the avoidance of court overtime). An irregular hours liability

will only accrue for a change after the itinerary is set. The irregular hours liability is limited to the shift in which the change occurs. The employee also may change his/her itinerary subject to the supervisor's approval with no liability to the Department.

Overtime liability for these employees only occurs in callback situations under this Agreement, or where the employee works more than forty (40) hours per week, except for irregular shifts. Where the employee's supervisor changes an employee's itinerary requiring the employee to work in excess of eight (8) hours per day, overtime liability occurs. (See Article 17.1.4.)

The Employer shall not split shifts to avoid court overtime.

16.3 Itinerary Practices.

The itineraries referred to in this article shall have regularly assigned days off. An itinerary shall be considered set if it is not changed or rejected by a supervisor within forty-eight (48) hours of its submission. Employees may not change days off once set without supervisory approval.

Nothing in this article prevents an employee from scheduling, and a supervisor from approving, a schedule other than a 5-8.

Each Fish and Wildlife Division member has two (2) regular days off, an employee may submit a weekly itinerary with days off that vary from the employee's regularly scheduled days off and a supervisor may approve such an itinerary. The employee's supervisor may approve a weekly individual itinerary other than a 5/8 (for example a 4/10) but is not required to do so. The employee's supervisor may not deny a 4/10 itinerary request simply because it is a 4/10. Approval of a weekly itinerary other than a 5/8 for a particular employee does not set a precedent for that employee, other employees and/or subsequent weeks.

ARTICLE 17 - OVERTIME

17.1 Overtime.

17.1.1 Except for specific provisions of this Agreement to the contrary, employees shall be compensated at the rate of one and one-half (1 ½) times their regular rate of pay for overtime work under the following conditions:

All hours worked in excess of the daily scheduled shift (minimum of eight (8)-hour work day).

All hours worked in excess of forty (40) hours in any one (1) week with the exceptions of variances in the work week caused by rotating days off, shift changeovers, relief shifts, other approved alternative schedules, and split shifts.

17.1.2 No employee may work overtime hours except at the direction of the Employer.

17.1.3 Where the Employer requests a physician's statement under this Agreement, the time the employee spends obtaining the physician's statement shall be treated as follows:

If the Employer requests the statement while the employee is on sick leave status before the employee has returned to work, the employee shall be entitled to no additional compensation for obtaining the statement.

If the Employer requests the statement after the employee's sick leave status has ended, the time spent by the employee shall be counted as time worked under this article.

17.1.4 In the event an employee utilizes sick leave for all or part of a work day and the employee works hours adjacent to his/her regular scheduled shift during which sick leave was taken, the employee will accrue overtime when the actual hours worked exceed the number of hours originally scheduled. The Employer will not require unscheduled work for such employee unless necessitated by unforeseen circumstances. Such unscheduled hours will reduce sick leave usage on an hour-for-hour basis.

17.2 Regular Rate.

As used in this Article, "regular rate" shall be defined as the term is defined in the Fair Labor Standards Act.

17.3 Compensatory Leave.

17.3.1 An employee may choose to accrue compensatory leave in lieu of overtime payments. There shall be a maximum accumulation of one hundred sixty (160) hours of compensatory leave at any one time in lieu of overtime pay for each employee. An employee whose compensatory leave balance exceeds the accumulation limitation on the effective date of the 2003-2005 Agreement may continue to retain such balance but cannot earn any compensatory leave until the leave balance is diminished to less than one hundred sixty (160) hours.

17.3.2 On December 1 and June 1 of each year, the Department may make cash conversions of any portion of hours exceeding forty (40) hours in compensatory leave banks. Conversion formulas will be uniform in application to bargaining unit members, although those members excepted from the compensatory leave limitation in Article 17.3.1 will not be subject to cash conversion until their compensatory leave balances diminish to less than one-hundred sixty (160) hours.

17.3.3 The Employer may require that overtime compensation be in the form of compensatory leave, (up to the one hundred sixty (160) hour maximum accumulation) if budgetary constraints facing the Employer reasonably dictate such a result.

17.3.4 Any employee who earns additional overtime while at the one hundred sixty (160) hour maximum accumulation of compensatory leave, whether the employee has reached the maximum accumulation through voluntary accumulation or owing to the Employer's exercise of its rights under Article 17.3.3 shall be compensated for such overtime in the form of cash.

17.3.5. The usage of compensatory leave shall be governed by the standards contained in the Fair Labor Standards Act but will require a reasonable notice of not less than seven (7) days. Compensatory leave may be used with less than seven (7) days notice at a time mutually agreeable with the employee and employee's supervisor.

17.4 Recruit.

17.4.1 Recruit Schools.

Recruits, including lateral transfers, attending the Pre-Academy, DPSST Basic, Advanced Academy and/or Police Career Officer Development schools shall be compensated at the appropriate monthly salary for the classification as set forth in this Agreement. Recruits assigned to Pre-Academy, DPSST Basic, Advanced Academy or Police Career Officer Development schools may be scheduled to work irregular shifts or hours without the Employer incurring overtime or penalty payment liability. Additional compensation shall only be paid for hours worked in excess of forty (40) hours in each work week. A work week is defined for this agreement as 12:00 am Sunday through 11:59 pm Saturday. Hours worked in excess of the forty (40) hours in each work week will be compensated in the form of compensatory time at a rate of one-and-one half (1 ½) times the employee's regular rate of pay. Compensatory time will continue to accrue until the recruit has earned one hundred sixty (160) hours, at which time all additional hours earned, shall be paid in cash. Section 17.1.4 is applicable to this section.

Reclassified employees who are assigned to attend Pre-Academy school shall have their accumulated compensatory leave cashed out at their prior classification's rate of pay prior to starting school. Reclassified employees shall be compensated and earn compensatory leave as provided herein while attending the Pre-Academy school.

The Employer may schedule a one (1) hour unpaid lunch during Pre-Academy, DPSST Basic, Advanced Academy and/or Police Career Officer Development schools.

17.4.2 Recruit Office Training.

Recruits who report to their assigned worksite before or in between schools or upon completion of Advanced Academy may be assigned to work irregular shifts or hours without any penalty payment or liability. Recruits who work in excess of forty (40) hours in a week will be compensated in the form of overtime pay. Section 17.1.4 is applicable to this section. A recruit may choose to accrue compensatory leave in lieu of overtime payments up to one hundred (160) hours, at which time all additional overtime hours worked shall be paid in cash.

Upon assignment to solo patrol the other provisions of Article 14 and 15 apply.

17.4.3 Recruit Regional Schools.

The Department may institute Regional or Basic Recruit schools in lieu of part or all of the Pre-Academy, DPSST Basic, Advanced Academy or Police Career Officer Development schools so long as the combined time spent in Basic and Regional schools does not exceed the combined time spent in Pre-Academy, Basic DPSST and Advanced Academy. Recruits assigned to regional or Basic Recruit schools may be scheduled to work irregular shifts or hours. During regional or Basic schools no additional compensation shall be paid for hours worked except for hours worked in excess of one hundred seventy-one (171) hours in each twenty-eight (28)-day pay period. Hours worked in excess of one hundred seventy-one (171) hours in each twenty-eight (28)-day pay period shall be compensated at the rate of time and one-half (1 ½) times the employee's regular rate of pay and the payment shall be in the form of compensatory leave until the employee as earned one hundred and sixty (160) hours, at which time all additional hours earned shall be paid in cash. The Employer may schedule a one (1) hour unpaid lunch during Regional or Basic schools.

17.4.4 Recruit Travel and Mileage Reimbursement.

Recruits are authorized travel time for one (1) round trip to the training site from their worksite in an on-duty status for each of the following trainings: Pre-Academy, DPSST Basic, Advanced Academy, Police Career Officer Development and Regional or Basic schools. Travel authorized in a personal vehicle shall be reimbursed at the rate provided in DAS policy.

17.5 Training.

Employee(s) will be compensated at the rate of time and one-half (1 ½) if he/she is required to travel or work on a day off to accommodate training. The Employer may schedule a one (1)-hour unpaid lunch period on work days devoted to training. Bargaining unit members may be authorized travel time for one (1) round trip to the training site from their worksite in an on-duty status, in either a Department vehicle or personal vehicle. Sworn personnel traveling in marked State Police vehicles shall be in uniform. Unmarked Department vehicles may be authorized for after hours transportation within a thirty (30) mile radius of the training in combination with authorized lodging.

ARTICLE 18 - CALLBACK, IRREGULAR HOURS, AND OTHER PAYMENTS

18.1 Callback.

18.1.1 When called to duty on a day off or on a duty day after a break in service to attend court or administrative hearings, other than grievance arbitrations to which the Association and the State are parties, if the appearance(s) cannot be rescheduled, a minimum of three (3) hours at time and one-half (1½) will be guaranteed. Any hours worked exceeding three (3) will be paid at time and one-half (1 ½). If more than one (1) appearance is scheduled within a three (3)-hour period, it will be considered as one (1) callback. However, when a

court appearance is scheduled within one (1) hour of an employee's shift, the shift may be adjusted or extended as long as overtime payment is made.

18.1.2 When called to duty on a day off other than a court appearance or administrative hearings other than grievance arbitration to which the Association and the State are parties, a minimum of three (3) hours time and one-half (1 ½) will be guaranteed. Any hours worked exceeding the three (3) hour minimum will be paid at time and one-half (1 ½).

18.1.3 When called to duty other than a court appearance or administrative hearing on a duty day after a break in service, a minimum of three (3) hours time and one-half (1 ½) will be guaranteed. However:

18.1.3.1 An employee's shift may be extended at any time by calling out the employee prior to his/her next shift and requiring that the employee continue working through his/her scheduled shift. The employee shall be paid at the overtime rate for the first two (2) hours of the shift extension.

Front end shift extensions longer than two (2) hours but less than three (3) hours shall be considered a callback. If the front end shift extension is three (3) or more hours in duration, the employee shall be paid at the overtime rate for all hours worked on the shift extension. An employee may be required to continue working at the end of his/her shift and s/he shall be paid, at the overtime rate for all hours in excess of the daily scheduled shift (minimum of eight (8)-hour work day). (See Article 17.1.4.)

18.1.4 If the employee is called back to work, and is instructed by a supervisor to respond immediately, the employee's time worked begins with the supervisor's request. For purposes of this Article, the word "immediately" means any required response within a two (2) hour period of time from the supervisor's request. Otherwise, the callback begins with the time the employee reports for work at the employee's assigned duty station.

18.1.5 It is the intent of the parties that there shall be no "make work" assigned to employees who are called back to work for court appearances unless the employee receives an additional callback. If the employee is called back to work in an emergency situation, the employee can be assigned by the Department to handle other emergency situations occurring during the period of the callback without the Department incurring two callback payment liabilities.

18.2 Irregular Hours.

This Section applies only to Article 16.1 (F&W), and 16.2 (DES) Itineraries.

Article 18.2 will only apply when the employee's schedule is changed once it is set. An employee's shift may be adjusted at any time by calling out the employee prior to his/her next shift and adjusting the starting and stopping time of the daily scheduled shift or for employees on an itinerary, in excess of the scheduled shift.

18.2.1 Base Starting Time. If, during a work week, an employee works a shift with a starting time different than the "base starting time" for the employee, the employee shall be paid one-half (1/2) hour of additional compensation for each hour the starting time of any shift varies from the "base starting time." The "base starting time" shall be the first hour the employee works during the workweek except where the employee's shift has been extended.

18.2.2 Voluntary Split Shifts. If an employee voluntarily splits a shift on the first day of the workweek, the "base starting time" shall be the first scheduled non-split shift the employee works that week.

18.2.3 Voluntary Irregular Hours. The parties agree that employees will be allowed to voluntarily work irregular hours without penalty to the Employer unless the employee works more hours than the employee's regularly scheduled shift. These provisions apply when an employee wishes to: change days off; change the length of the work shift (e.g., to or from 4-10 and 5-8 work shifts); change the starting time of the work shift; and, change to a work week with non-consecutive days off.

18.2.4 Nothing in the Collective Bargaining Agreement forbids the employee from voluntarily adjusting his/her work schedule provided prior supervisory approval is obtained. If approval is not granted, the decision is final and not subject to the grievance procedure.

18.3 Standby and On-Call Duty Time.

Employees who are placed on standby or who are on on-call status shall be compensated at seventeen percent (17%) of their straight time rate for the time they are on standby.

18.4 Pyramiding.

There shall be no pyramiding of overtime under this Article and Articles 17 and Article 19.

ARTICLE 19 - HOLIDAYS

19.1 Holiday Leave Bank.

A leave bank is established in lieu of traditional holiday leave. Each employee will earn six (6) hours of leave per full calendar month of paid employment (pro-rata share if the employee is less than full time), with a maximum accrual of seventy-two (72) hours.

Leave may be taken, once earned, at a time mutually agreeable between the employee and employee's supervisor.

19.1.1 Accrual Limitations.

Leave accrued in excess of seventy-two (72) hours will be lost, unless an employee has submitted a written request to use holiday leave, with twenty-eight (28) days advance notice, and the use of leave is denied. Only those hours which accrued in excess of seventy-two (72) hours, for the month that leave was denied, will be authorized for cash compensation (maximum of six (6) hours). The rate of pay will be the hourly rate of the employee.

A copy of the denial must be submitted to the Payroll Section for payment in the month of the denial.

19.1.2 Separation of Service.

Upon retirement, separation of service, or death, the hours remaining in the leave bank will be compensated in the same manner and at the same hourly rate as salary.

19.2 Personal Leave.

All full-time employees, after six (6) full months of employment are entitled to twenty-four (24) hours of personal leave with pay each fiscal year (July 1 - June 30). Such leave may be taken as mutually agreed to by the supervisor and the employee and is not cumulative from year to year.

19.3 Paid Leave Day.

19.3.1 All full-time employees as of December 1 of each year shall receive eight (8) hours of paid leave. Such leave may be taken as mutually agreed to by the supervisor and the employee and must be used by November 30 of the next calendar year.

19.3.2 Every day appointed by the Governor of the State of Oregon as a holiday and every day appointed by the President of the United States as a day of mourning, rejoicing or other special observance only when the Governor also appoints that day as a holiday. Such day results in eight (8) hours paid leave to be taken as provided in Article 19.3.1.

19.4 Work on Thanksgiving, Christmas and New Years.

Employees who are assigned to work on the Holiday Coverage Schedule, per Article 14 of this Agreement, shall be compensated at the current rate plus one half (1/2) the regular rate of pay for each scheduled hour worked between 12:01 a.m. and 11:59 p.m. on New Years, Thanksgiving and Christmas. For hours worked which extend the regularly scheduled holiday shift, the employee shall be compensated at double time and one-half (2.5) hours on the above days.

Employees not assigned to work on the Holiday Coverage Schedule may utilize an appropriate leave or work their regularly scheduled shift without additional compensation to maintain a forty (40) hour workweek.

Telecommunicators mandated to work a holiday on a regularly scheduled day off shall be compensated at double time and a half (2.5) hours for actual hours worked on the holiday. Telecommunicators volunteering to work overtime on a holiday shall be compensated at time and a half (1.5) the regular rate of pay.

All hours worked in addition to scheduled hours, hours worked as callback from vacation or a day off, and unworked callback hours, will be paid in accordance with the governing provisions of the Agreement.

19.5 Make Up Time.

Employees who accrued make up time off prior to the effective date of this contract shall be entitled to use such time and to convert any remaining time upon separation from service, under the terms existing on June 30, 1991.

ARTICLE 20 - VACATION

20.1 Accruals.

Paid vacation leave is earned each month of paid employment at the following rates:

YEARS	HOURS/MONTH	DAYS/YEAR
0-5	8	12
6-10	10	15
11-15	12	18
16-20	14	21
20+	16	24

For purposes of the above table, an employee's "years" shall be the employee's total service with the State of Oregon.

20.2 Selection of Vacation Times.

Subject to the reasonable operating needs of the Employer, vacation time shall be selected on the basis of departmental seniority on an office-by-office basis. The Employer may not black out days as totally unavailable for bid. As part of the seniority bid process, an employee may bid for vacation days not to exceed their annual accrual. Signups shall commence on October 1 and end December 15. The results of signups shall be posted by December 31 showing the approval or denial of the vacation request. The Association worksite representative shall be responsible to circulate the vacation schedule during the signup period. The maximum number of working days an employee has to sign up for vacation leave during the signup period shall be determined by each worksite. Employees who do not sign up during their signup period will waive their rights for selection based on seniority. If an employee transfers into a station or worksite after the cut off date for scheduling of vacations, the employee shall not be entitled to exercise his/her seniority for vacation purposes for the balance of that calendar year. The employee who transfers and his/her new supervisor will schedule a mutually agreeable time for vacation leave.

Subject to supervisory approval employees may add or change vacation days after the initial vacation signups; provided, however, that such changes shall not displace the already selected vacations of other employees.

20.3 Accrual Limitations.

An employee may accumulate up to a maximum of three hundred fifty (350) hours of vacation leave. Only two hundred fifty (250) hours of vacation may be cashed out upon termination of employment.

The Employer shall continue to advise the employee by computer printout each month of the vacation leave accrued. When an employee is about to lose vacation credit due to accrual limitation because of the Employer's insistence that the employee be at work during a scheduled vacation period, the Employer shall permit the employee sufficient leave to prevent loss of vacation credit. The Employer shall make a reasonable good faith effort to permit such vacation at a mutually agreeable time. If the employee makes such request after the 15th of the month, the Employer may assign the vacation time to be taken.

20.4 Death or Termination.

In the event of termination of an employee who is otherwise entitled vacation credits, the employee shall be entitled to payment for earned vacation leave. In the event of death, earned but unused vacation shall be paid in the same manner as salary.

20.5 New Employees.

New employees shall not be credited with their vacation earnings until they have completed six (6) months of service with the Department. Similarly, an employee entering the service of the Oregon State Police from another state agency may be credited with up to eighty (80) hours of previously earned vacation; however, such accruals shall not be credited until satisfactory completion of a twelve (12) month consecutive period with the Department.

20.6 Disallowance of Vacation Time.

The Employer may disallow the taking of any vacation leave by employees subject to the reasonable staffing needs of the Employer.

20.7 Callbacks from Vacation.

20.7.1 In the event that an employee is required to be called back to work by the Department for any purpose during a period of authorized vacation leave or days off adjacent thereto where the vacation has been approved by the Department more than thirty (30) days prior to the callback, the following rules shall apply:

20.7.1.1 If the callback is on the employee's regular work day, the employee shall receive his/her regular straight time pay for the day, shall not be charged for the vacation day worked and shall be paid overtime for the time worked on the callback (subject to callback minimum payments, where applicable).

20.7.1.2 If the callback is on the employee's regular day off, the employee shall be paid overtime for the time worked on the callback (subject to callback minimum payments, where applicable), and shall receive an amount of straight time compensatory leave equal to the length of the employee's regular work shift for each day worked on the employee's days off.

20.7.1.3 When an employee is directed by the supervisor to travel in response to a callback, travel up to the length of the employee's normal shift, will be administered per (A) or (B) below:

- (A) When travel occurs on a scheduled workday, vacation time will be restored on:
 - (1) an hour-for-hour basis up to one half (1/2) the length of the employee's normal shift, or
 - (2) when travel exceeds one half (1/2) the employee's normal shift, vacation time equal to the employee's normal shift will be restored.
- (B) When travel occurs on a regular day off, straight compensatory leave will be credited as per (A) (1) or (A) (2) above.

20.7.2 If the callback occurs during vacation time or days off adjacent thereto where the vacation was approved by the Department thirty (30) days or less prior to the callback, the following rules shall apply:

20.7.2.1 If the callback is on the employee's regular work day, the employee shall receive overtime for the time worked on the callback (subject to callback minimum payments, where applicable), shall receive straight time wages for the full day, and shall have vacation hours equivalent to the employee's regular work shift less actual hours worked on the callback deducted from his/her vacation account.

20.7.2.2 If the callback is on the employee's regular day off, the employee shall be paid overtime for the time worked on the callback (subject to callback minimum payments, where applicable), and shall be paid an amount of straight time compensatory leave equivalent to the actual hours worked on the callback.

20.7.3 Vacation callback only applies to days off adjacent to vacation leave use when the employee has vacation both immediately before and after their day off, or at least two (2) days adjacent thereto.

20.7.4 In addition, the Employer shall reimburse the employee for all reasonable travel costs associated with traveling to and from the worksite. Employees shall not be placed on standby on days off adjacent to a vacation period unless emergency conditions exist.

20.7.5 The Employer may not delay the approval of vacation requests for the purposes of avoiding the payments called for in this section.

20.8 Cash Out of Vacation.

The employee shall be allowed to cash out up to eighty (80) hours of accumulated vacation time each year when the employee requests vacation time and is denied, and such denial causes a reasonable expectation on the part of the employee that accumulated hours of vacation time belonging to the employee will be lost.

ARTICLE 21 - SICK LEAVE

21.1 Accrued Sick Leave.

Accrued sick leave shall be earned for the purpose stated herein by each employee at the rate of eight (8) hours for each full calendar month of service, commencing with the date of employment.

21.2 Utilization for Illness or Injury.

An employee may utilize allowance for accrued sick leave when unable to perform their work duties by reason of illness, bodily injury or disability due to pregnancy, reasonable medical or dental care, or exposure to contagious disease(s). In such event, the employee shall notify their immediate supervisor or the on-duty supervisor of absence of same. The employee shall also state the nature and expected length thereof, as soon as possible prior to the beginning of his/her regularly scheduled work shift, unless unable to do so because of the urgency of the circumstances. If a supervisor is unavailable, a message may be left with dispatch. In addition, sick leave may be used for necessary medical and dental care that cannot be scheduled during the employee's off-duty time. The employee shall give as much notice as possible to the supervisor of the need for the use of sick leave for the pre-scheduled appointment. The Employer may, at its option, reasonably require a physician's statement of the nature and the need for the employee's absence and an estimated duration of the absence for any circumstance which causes an employee absence in excess of three (3) days or at any time if the Employer believes the employee may be abusing the sick leave privilege.

If the Employer requires a physician's statement, the cost of obtaining the statement shall be paid for in one of the following ways:

21.2.1 If the cost of obtaining the statement is not covered by the employee's insurance, payment by the Employer upon presentation of a verified bill.

21.2.2 If the cost of obtaining the statement is totally covered by the employee's insurance, submission to and payment by the insurance carrier.

21.2.3 If the cost of obtaining the statement is partially covered by the employee's insurance, then the employee may either bill the insurance company and receive no payment from the Employer, or the employee may send the total bill to the Employer for reimbursement and not make a claim upon the insurance carrier.

21.3 Family Sick Leave.

Employees may also use sick leave where there is an illness in their immediate family, in order to provide assistance and/or care to the ill relative or to care for the employee's family. For the purposes of this section, the immediate family shall be defined as persons living in the employee's household but shall also include parents, children, brothers and sisters who may not be living in the household.

21.4 Integration with Worker's Compensation.

Any employee who is off work due to an injury which is compensable under the Oregon Workers' Compensation Act will receive compensation under the Act. Workers' compensation time loss benefits shall be deducted from the employee's salary.

21.4.1 Sworn employees and, by exception, the previously sworn Communication System Analyst 3's, will not be charged sick leave for up to two thousand eighty (2080) hours of absence from work that occurs over a five (5)-year period commencing from date of injury for the injury covered by Workers' Compensation.

21.4.2 Sick leave time off will not be charged to the employee for injuries covered by Workers' Compensation unless (1) In the case of non-sworn employees, upon the first day of absence, on a pro-rata basis to supplement the amount of time loss received by the employee, or (2) In the case of sworn employees and previously sworn Communication System Analyst 3's, after two thousand eighty (2080) hours of absence from work, (within the five (5)-year period) on a pro-rata basis to supplement the amount of time loss received by the employee.

21.4.3 During the period of disability, the employee shall continue to receive all forms of compensation (salary, step increases, incentive pay, all insurance, etc.), and shall accrue sick time, holiday time and vacation time during the period of disability but shall not receive premium pay such as shift differential, etc.

21.5 Sick Leave Without Pay.

Upon application by the employee, sick leave without pay may be granted or renewed by the Employer for up to six (6) months after accrued sick leave, vacation and holiday time have been exhausted. When the employee goes into sick leave without pay status s/he will not accrue benefits. The Employer may require that the employee submit a certificate from a physician periodically during the period of such disability.

21.6 Funeral.

An employee will be granted sick leave in the event of death in the immediate family of the employee. Employee's immediate family shall include: spouse, parent, children, step-children (in the household), brother, sister, mother-in-law, father-in-law, maternal grandparents, and paternal grandparents.

21.7 Sick Leave Conversion at Retirement or Death.

Fifty percent (50%) of accumulated, unused sick leave shall be converted to retirement benefits pursuant to the Public Employees Retirement Act.

21.8 Leave Credit Following Re-Employment.

An employee who is recalled by the Employer following a layoff, shall have sick leave credits accrued during the previous employment, restored. An employee who is re-employed following a leave without pay which was less than two (2) years shall also have sick leave credits, accrued during the previous employment, restored.

21.9 Confirmation of Ability to Work.

In the event of a question by the Employer concerning the employee's ability to work, the Employer may reasonably require that the employee be examined by a physician of the Employer's choosing and at the Employer's expense. If the Employer orders an employee to submit to a psychological fitness for duty examination, the employee shall choose the examining psychologist/psychiatrist from a panel agreed to between the Association and the Employer. The Employer will schedule the appointment(s).

If the employee is found not to be fit for duty, the employee may not return to work until he/she is released by his/her personal health care provider or by the original examining doctor. The employee will notify the department of the name of his/her personal health care provider. In the event the employee's personal health care provider or the original examining doctor releases him/her and the Employer has a question concerning the employee's psychological or physical ability to work, the Employer may reasonably require that the employee be scheduled for examination by a doctor from the panel or Employer's doctor, as appropriate, at the Employer's expense. The employee will be placed on paid administrative leave during the period of confirmation following the employee's release by his/her personal health care provider.

The Employer may not compel a physical/psychological evaluation of an employee unless the examination is job related and consistent with business necessity, terms which will be construed consistent with the ADA. It is the intent of the parties to protect to all extent possible the privacy and confidentiality of the employee's medical information. If the Employer requires such an evaluation, the employee shall request that the evaluator provide the following information: (1) If the individual is fit for duty, simply so state; (2) If the individual is not fit for duty, provide only that information or history which your professional judgment is directly related to the individual's job and why the individual cannot perform the work.

21.10 Sick Leave Donation.

21.10.1 An employee may donate sick, vacation and/or personal leave time to another employee who has exhausted all sick leave and is in documented need of sick leave due to illness. "In documented need of sick leave due to illness" is intended to cover employees, or to care for immediate family members, experiencing bodily damage (broken bones, etc.) or catastrophic illness. To qualify, an employee must reduce all paid leave banks (except sick leave which must be reduced to zero) to a cumulative total of forty (40) hours or less. Employees, generally, should not request donated leave for illness or injury whose duration is expected to be less than fourteen (14) days. The sick, vacation and/or personal leave time will be valued at the donating employee's current rate of pay, and then converted to the appropriate amount of time based on the donee's current rate of pay. (For example, if an employee earning ten dollars (\$10) an hour donates two (2) hours of sick leave to an employee earning twenty dollars (\$20) an hour, the donee will be credited with one (1) hour of sick leave.) Employees will only be credited with the actual amount of donated leave to cover the period of absence.

OSPOA-represented employees may donate vacation leave to any eligible OSP employees and/or receive vacation leave donations from any eligible OSP employees.

21.10.2 To be eligible, the employee must provide medical certification to the Oregon State Police Office of Professional Standards from the attending qualified health care professional identifying the specific medical condition and anticipated duration. The use of donated leave may not exceed one hundred eighty (180) calendar days. However, the parties may, by mutual agreement, extend this period for the exceptional cases. Donated leave may be used intermittently following the employee's return to work for treatment related to the qualifying absence, e.g., chemotherapy, physical therapy, etc.

21.10.3 Should the OSPOA become aware that the recipient of donated leave is not complying with the attending physician's treatment plan, the OSPOA may discontinue access to donated leave.

ARTICLE 22 - OTHER LEAVES OF ABSENCE

22.1 Criteria and Procedure.

Subject to its reasonable operating needs and priorities, the Employer shall make a reasonable good faith effort to grant an application for leave of absence without pay not to exceed six (6) calendar months. Such leave shall not be approved for an employee for the purpose of accepting employment outside the service of the Employer; and proof that the employee has accepted employment or entered into business may be accepted by the Employer as a resignation.

22.2 Voting Leave.

Voting leave when an employee's work schedule is such that the employee would not be able to vote prior to or after normal scheduled working hours for a special or general election:

22.2.1 If given sufficient notice the employee will vote by absentee ballot.

22.2.2 If not given sufficient notice for obtaining an absentee ballot, the Employer will make a reasonable effort to allow the employee paid duty time to vote.

22.3 Jury Duty.

Employees shall be granted leave with pay for service upon a jury provided that the day to be served on jury duty is a scheduled work day. Should the employee's regular schedule be other than a day shift, the Employer shall reschedule the employee to a day shift for the duration of the employee's jury service. The Employer shall not incur any liability for adjusting the shift of the employee on jury duty, or for adjusting any other employee's shift to comply with this Section. No more people than reasonably necessary will be adjusted to fill in for the shift of the employee on jury duty.

The employee may keep all fees due him or her for such jury duty, including personal vehicle mileage. Upon being excused from jury duty for any day, the employee shall immediately contact his/her supervisor for assignment for the remainder of his or her work day.

This Section shall only apply to those work weeks of the employee during which the employee is serving on an empaneled jury or is required to report for juror selection.

22.4 Military Leave.

Military leave shall be granted in accordance with the law.

22.5 Retirement Counseling.

Employees within fifteen (15) years of retirement shall be granted up to twenty-eight (28) hours with pay once during their careers to investigate retirement programs. Such time off must be approved in advance by the Employer.

22.6 Parental Leave.

During parental leave, the employee shall be allowed to use accumulated paid leave or an unpaid leave of absence for a period of up to twelve (12) weeks. The employee shall be allowed to return to work at his/her former worksite and Division at the conclusion of the parental leave. No employee shall be required to exhaust any form of paid leave prior to being placed on unpaid parental leave status. Sick leave usage will be allowed pursuant to State law.

ARTICLE 23 - GENERAL PROVISIONS

23.1 Posting of New Work Rules.

The Employer agrees to place a copy of new work rules in the appropriate Briefing Folders. New work rules or any proposed changes in mandatory subjects of bargaining will be provided to the

Association office no less than fifteen (15) days prior to their implementation. This notice provision shall not apply in emergencies; in such cases, the Employer shall furnish the Association with the pertinent material upon the implementation of the change. New station work rules will be provided to the Association representative within five (5) days of placement in the folder.

23.2 Partial Closures.

Employees who begin a regularly scheduled shift and who are not allowed to complete that shift because the Department has become aware of a safety problem requiring closure of the work site or because the Department determines its facilities for performing work are otherwise unavailable shall be compensated as if they had completed their regular shift. The Department will redeploy staff to other functions or locations should a full shift closure be implemented for the above-stated reasons.

23.3 Outside Employment.

Employees may engage in off-duty employment provided that the employee has submitted a written request to the Office of Professional Standards via facsimile and mail. The original copy of the request shall be submitted through the chain the chain of command. The Superintendent shall approve or deny the request within forty-five (45) days. If no action is taken on the request within forty-five (45) days, the request is deemed approved provided, however, that the Superintendent may at a later date direct the employee to cease such outside employment if the Superintendent determines that the request does not meet the approval criteria. The Superintendent's approval will not be unreasonably withheld and shall be based upon the following criteria:

23.3.1 That such employment does not interfere with assigned duties.

23.3.2 That such employment does not detract from the efficiency of the employee and his/her work with the Employer.

23.3.3 That such employment is not a discredit to the Employer's employment.

23.3.4 That such employment does not pose a conflict of interest to employment with the Department. Conflict of interest is not limited to ORS Chapter 244 and also includes any actual or potential ethical problems created by outside employment and further includes employment which could reasonably be perceived as constituting an actual or potential conflict of interest.

23.3.5 Emergency short-term, off-duty employment requests may be verbally approved providing they cannot be timely expedited in writing. If verbally approved, a written report will be required describing the type of work, hours incurred and Employer.

23.4 Individual Activity Record.

Upon request, an employee in the bargaining unit shall have access to activity reports kept by the department of which s/he is the subject. If the activity records are used to determine that an employee's performance is substandard, upon request, the employee shall receive an explanation of the basis for the substandard determination.

23.5 Residence.

An employee cannot be disciplined for his/her choice in the location of residence if the employee lives within forty-five (45) minutes driving time of his/her worksite (one (1) hour driving time in the Portland Metropolitan Area for employees assigned to District I Headquarters, Portland Patrol, Portland Forensics Lab and Tualatin) at the time he/she establishes his/her residence. The driving time limits in this section may be strictly enforced by the Department. Employees who on date of signing the 1993-95 contract live outside of his/her residence requirement for the worksite in affect as previously approved by the Department.

23.5.1 Resident Trooper.

Resident Troopers shall reside within their designated patrol area as established following the signing of the 1995-97 Agreement. All persons who are designated Resident Troopers after the execution of this contract who do not have a substantial change in their patrol area shall not be required to relocate. A Resident Trooper shall be assigned in writing and is defined as one who resides and has a vested community interest within their designated patrol area. They shall go on and off duty from their residence and may or may not have a courtesy office. One (1) or more Resident Troopers shall be considered a separate work group; however, they are a subordinate of the patrol office responsible for the geographic area to which they are assigned.

23.6 Promotions.

The Association may grieve the denial of a promotion from Trooper to Senior Trooper, from Forensic Scientist Entry to Forensic Scientist 1, or from Telecommunicator 1 to Telecommunicator 2, within the timeframes outlined in Article 12, Settlement of Disputes. In a grievance on the denial of such promotions, the issues shall be whether the individual is suitable for the promotional position.

23.7 Professional Memberships.

On an annual basis, the Department shall reimburse Criminalist 3s, Latent Print Examiners, Questioned Document Examiners, and Forensic Scientists for full membership in the Northwest Association of Forensic Scientists and the American Academy of Forensic Scientists. The Department, subject to supervisory approval, will pay for another/ other membership(s) to a job related organization in a dollar amount not to exceed the combined cost of the Northwest Association of Forensic Scientists and the American Academy of Forensic Scientists memberships.

23.8 Tuition Reimbursement.

23.8.1 Accredited University and College Courses. The Employer will reimburse an employee for fifty percent (50%) of the cost of tuition and books as long as the subject matter of the course is reasonably job related to current job assignment, or the Employer in its discretion determines that it will be of benefit to the Department. Job relatedness will be evaluated for each course and will not include degree programs.

Only those courses offered at an accredited university or college will qualify. Tuition costs will not exceed those found at a state university.

The employee must receive approval from the Superintendent prior to taking the course. The Superintendent's approval will not be unreasonably withheld. Application will be made on a form supplied by the Department. The original request must be submitted to the Office of Professional Standards with a copy to the employee's immediate supervisor.

The request will be deemed approved if not acted upon within thirty (30) days of receipt.

A satisfactory grade of "C" or higher (or "pass" in the case of a pass/fail grading system) is required for reimbursement. In the case of a graduate program, the employee must obtain the grade level in the course necessary to continue participation in the graduate program. In the event the Employer directs the employee to attend any formal training course, all tuition, books, and incidental fees will be paid in full by the Employer.

23.8.2 Training Offered by Professional Organizations. The Employer may also, in its discretion, approve fifty percent (50%) reimbursement under this Section for courses, conferences, seminars or workshops offered by an appropriate professional organization. If graded, a satisfactory grade of "C" or higher (or "pass" in the case of a pass/fail grading system) is required for reimbursement. If the course, conference or seminar is not graded, a certificate or documented proof by the sponsors of attendance is required.

Prior to taking the courses or attending conferences, seminars or workshops, the employee must receive approval from the employee's supervisor on a form supplied by the Department.

23.9 Smoking in Vehicles.

The Department will make a reasonable effort to allow employees to drive, at the employee's option, a smoking or non-smoking car.

23.10 Communications System Analysts.

Except in cases of emergencies or with the consent of the employee, Communications System Analysts 1, 2, and 3's shall be provided with a minimum of seven (7) calendar days notice of any routine maintenance for installations which will require overnight travel.

ARTICLE 24 - SENIORITY

24.1 General.

The Department is responsible for the administration of the budget and the identification of the positions to be laid off or transferred in connection with readjustments to staff following layoff, for effective operations. In the event a layoff of employees occur, it will be carried out in accordance with this Article.

24.1.1 Should layoff of OSPOA-represented employees be necessary, the Department shall determine the class(es) and make every reasonable effort to inform employee(s) of their options and the process to be considered for other opportunities within State Service.

24.2 Definitions.

24.2.1 Seniority List. A current seniority list shall be maintained by the Association and provided to the Employer quarterly at no cost. The Association will provide to the Employer, a computer generated random order list of employees immediately following each new recruit class, and anytime the Department requests that a tie be broken between two or more employees with the same seniority date and in the same classification. Employees appointed to the recruit classification from another OSPOA represented classification shall be placed at the top of their recruit class based on the length of such prior service.

24.2.2 Layoff. A reduction in force because of loss of funds; reorganization resulting in reduction in positions; or other reasons which do not reflect discredit on the employee.

24.2.3 Seniority.

24.2.3.1 Total: the length of service by the employee within the Oregon State Police Department following his/her most recent date of hire or rehire as an employee, unless otherwise required by statute.

24.2.3.2 Classification: upon appointment, the length of service by the employee within his/her current classification;

Executive Security (Salem/OSU Police)
Trooper (Recruit, Trooper, Sr. Trooper, Criminalist 3)
Forensic Scientist (Entry, 1, 2)
Communications Systems Analyst 1
Communications Systems Analyst 2
Communications Systems Analyst 3
Telecommunicator 1
Telecommunicator 2

Physical/Electronic Security Technician 1
Latent Print Examiner
Questioned Document Examiner

24.2.3.3 Seniority for the purpose of vacation and shift bidding shall be based on the employee's classification seniority except as modified below:

- (1) Any employee hired in the classification of Executive Security shall keep their seniority if they are subsequently placed in the Recruit classification even if they were required to resign and be rehired unless the break in service was longer than one (1) day.
- (2) Any employee who is in an Association-represented, non-sworn classification and subsequently placed in a sworn classification shall have their seniority commence on the date of their placement in the sworn classification. If said employee subsequently returns to an Association-represented, non-sworn classification, the employee's seniority shall be based upon all time spent in an Association-represented, non-sworn classification, excluding any time spent in a sworn classification.
- (3) Any employee who is in an Association-represented, sworn classification who subsequently is placed in an Association-represented, non-sworn classification shall have their seniority commence on the date of their placement in the non-sworn classification. If said employee subsequently returns to an Association-represented, sworn classification, the employee's seniority shall be based upon all time spent in an Association-represented, sworn classification, excluding any time spent in a non-sworn classification.
- (4) Any employee in a sworn position who (other than that provided for in paragraphs 1 and 2 above) is subsequently placed in a different sworn classification shall have their seniority commence from the date they were first placed in an Association-represented, sworn classification (excluding all time in a non-represented sworn classification).
- (5) Any employee in a non-sworn classification who is subsequently placed in a different non-sworn classification shall have their seniority commence from the date they were first placed in an Association-represented, non-sworn classification (excluding all time in a non-represented, sworn classification).
- (6) Within the Forensics Labs the Association-represented, sworn (Criminalist) and non-sworn (Forensic Scientist) shall for shift and vacation bidding only be treated as the same classification and seniority will commence from the date they were first placed in either classification.

24.2.4 Leaves of Absence. Authorized leaves of absence from the Department, including time spent in the armed forces, military leave of absence, authorized leaves with pay, and time lost because of duty-connected disability, shall be included in the length of service. Non-FMLA/OFLA leaves without pay in excess of fifteen (15) calendar days shall not apply to seniority. Ties in seniority shall be broken by Association lottery number.

24.3 Layoff.

24.3.1 In the event of a layoff, employees shall be laid off in the inverse order of their seniority according to his/her current classification.

24.3.1.1 In the event of a layoff, employees in the Forensic Services Division only shall be laid off by discipline in the inverse order of their total OSPOA seniority. The employee shall have bumping rights to other disciplines if the employee has been trained and competency tested in that discipline. The employee must demonstrate competency to include a Division competency test within the discipline within thirty (30) days of the layoff notice date. The test is not grievable. The disciplines are as follows:

1. Arson
2. Blood/Breath Alcohol
3. Chemistry/Clan Lab
4. DNA
5. Latent Prints
6. Firearms/Tool Marks Analysis
7. Biology Processing/Crime Scene
8. Toxicology
9. Trace Analysis
10. Question Documents

24.3.1.2 Employees laid off by discipline in the Forensic Services Division will be recalled to duty by seniority within that discipline.

24.3.2 The Department will attempt to give as much notice and specificity as possible to an employee who may be affected by a pending layoff. In no case will a specific notice of layoff be given with less than fifteen (15) days prior to the effective date of layoff.

24.3.3 An employee who is to be laid off, and has completed his/her trial service in a lower classification in the bargaining unit, shall be given a position in that lower classification in the bargaining unit. An employee in the TC2 classification may, in lieu of layoff, demote to the TC1 classification and a CSA3 or CSA2 may, in lieu of layoff, demote to a lower CSA classification without having served a trial service period in that classification.

24.3.3.1 An employee moving to a lower classification will be subject to layoff procedures in that lower classification based on seniority determined by total service in both classifications.

24.3.4 Employees who have been laid off shall be offered paid work performed by retirees or sworn persons not authorized to perform the full duties of the position. Such offer shall be made to employees in order of seniority. The compensation will be the compensation of the position, and the employee will assume the same employment status as the employee being replaced. Employees who accept such work shall not have their recall status affected.

24.4 Recall List.

24.4.1 No new employees shall be hired in the bargaining unit, in the classifications where there are employees in layoff status, until all employees on layoff status in that classification have had an opportunity to return to work.

24.4.2 Laid-off employees shall be placed on a recall list. Employees moving to a lower classification(s) shall remain on the recall list for the classification(s) from which laid off.

24.4.2.1 To be eligible for recall, employees must immediately notify the Department by certified mail, return receipt requested, of any change of address.

24.4.2.2 The life of the recall list will be two (2) years from the effective date an employee is laid off.

24.4.3 Unless an employee restricts his/her availability for recall, the employee will be recalled on a state-wide basis.

24.4.3.1 Employees may designate whether they wish to have their recall limited to openings within a state-wide, district, or specific geographical area. Laid-off employees may change their recall designation by written certified mail notice to the Department.

24.4.3.2 Any employee who restricts their availability for recall will not be offered recall options in locations outside those that they designated.

24.4.3.3 Employees shall be recalled in order of highest seniority and preference for each recall announcement in their classification.

24.4.3.4 When an employee is recalled to the classification from which they were laid off, the employee will have his/her classification seniority adjusted to the level at the time of layoff. The date that the Department determines it will recall employees will start a ten (10)-day grace period without further affecting an employee's seniority. If the employee does not return to work within the ten (10)-

day grace period, his/her seniority will be adjusted to the level at the time of layoff upon his/her first day of work plus an additional ten (10) days of seniority.

24.4.4 Employees being recalled shall be notified by certified, return receipt mail, sent to their last known address of record.

24.4.4.1 Within ten (10) calendar days from the date the letter was received, the recalled employee must notify the Department of his/her decision to accept the recall position.

24.4.4.2 Employees shall report for duty at such date as mutually agreed to by the Department and the recalled employee but, in no case, will it be later than thirty (30) days after notification of acceptance of the position unless specifically agreed in writing by the Bureau Commander to allow more time.

24.5 Employee Right of Refusal.

Employees have the right of one (1) refusal before being removed from the recall list. However, a second refusal will remove the employee from the recall list.

24.6 Transfers Directly Resulting From Layoff.

A layoff may involve the transfer of employee(s) to other areas. The Department will attempt to minimize the number of involuntary transfers.

24.6.1 An Employee who had his/her position reassigned, but did not suffer a layoff as a result may, consistent with the continuing authority and discretion of the Superintendent, be assigned other duties/assignments which may or may not change the worksite so long as the reassignment does not require a move of residence. Assignments that require a relocation of residence shall not be a transfer resulting from layoff.

24.7 Transfer Procedures.

In the event that a layoff(s) directly requires that employees be transferred, the following procedures will apply:

24.7.1 Prior to the transfer of employees, the Department will attempt to review factors of service delivery to minimize the need to transfer employees.

24.7.2 The Superintendent will determine the staffing and number of worksites. Recognizing that there may be a staffing adjustment, a voluntary transfer list will be established. The list will be comprised of bargaining unit members that are willing to voluntarily transfer. The voluntary transfer list will be in seniority order, most to least senior.

24.7.3 Additionally, and if necessary, a list comprised of bargaining unit members selected for involuntary transfer will be established. The involuntary transfer list will be comprised of the least senior members selected from worksites that, in the opinion of the Superintendent, are most able to contribute employees. Senior employees on the involuntary transfer list may state a preference for location(s) that will need to be filled. If the senior employee does not select a preference, that employee shall be assigned by the Department after those employees of lesser seniority on the involuntary transfer list have been assigned their transfer.

24.7.4 Efforts will be made to exhaust the voluntary transfer list before selecting from the involuntary transfer list.

24.8 Moving Expenses.

Moving expenses involving a voluntary transfer will not be paid by the Department. Involuntary transfers requiring relocation of residence, will be paid by the Department.

24.8.1 An employee may elect to take a voluntary layoff in lieu of an involuntary transfer and have their name added to the appropriate recall list.

24.9 Involuntary Transfer Return Rights.

Prior to the activation of the recall list, and at the discretion of the Superintendent, employees who involuntarily transferred as a result of layoffs, may be given first opportunity to make a voluntary transfer at their own expense to a vacant position for which they meet the minimum qualifications to perform.

ARTICLE 25 - COMPENSATION

25.1 Wage Scales.

Suspension of the LOA dated January 2008 (except as modified by attached LOA – Salary Eligibility Date – Step Advancement Freeze).(*)

Employees shall be paid from the monthly or hourly wage, as appropriate, according to the following wage scale:

Classification

OSP Trooper(*)

	<u>7/1/09**</u>
First Year	\$4048
Second Year (12 month step)	\$4223
Third Step	\$4421
Fourth Step	\$4627
Fifth Step	\$4814

Sixth Step	\$4950
Seventh Step	\$5089
Eighth Step (Sr. Trooper, 8 years of service)	\$5294
Ninth Step	\$5506

*Recruit step increase at twelve (12) months. No step increase when promoted to Trooper at completion of trial service. Subsequent steps on annual basis from last step increase. (Retain OSP's practice as it relates to advancement in status from Recruit to Trooper and to Sr. Trooper based on the wage scale/step.) **Step increases are suspended pursuant to LOA dated January 2008 (except as modified by attached LOA – Salary Eligibility Date – Step Advancement Freeze.)

Criminalist 3

	<u>7/1/09**</u>
First Step	\$4421
Second Step	\$4627
Third Step	\$5056
Fourth Step	\$5295
Fifth Step	\$5510
Sixth Step	\$5669
Seventh Step	\$5827
Eighth Step	\$6061
Ninth Step	\$6303

Communications Systems Analyst 1

	<u>7/1/09**</u>
First Step	\$3423
Second Step	\$3590
Third Step	\$3760
Fourth Step	\$3940
Fifth Step	\$4098
Sixth Step	\$4289
Seventh Step	\$4461

Communications Systems Analyst 2

	<u>7/1/09**</u>
First Step	\$3760
Second Step	\$3940
Third Step	\$4133
Fourth Step	\$4342
Fifth Step	\$4514
Sixth Step	\$4728
Seventh Step	\$4917

Communications Systems Analyst 3

	<u>7/1/09**</u>
First Step	\$4216
Second Step	\$4419
Third Step	\$4636
Fourth Step	\$4820
Fifth Step	\$4959
Sixth Step	\$5097
Seventh Step	\$5301
Eighth Step	\$5521
Ninth Step	\$5742

Forensic Scientist – Entry

	<u>7/1/09**</u>
First Step	\$3697
Second Step	\$3864
Third Step	\$4048
Fourth Step	\$4223
Fifth Step	\$4421
Sixth Step	\$4598
Seventh Step	\$4731
Eighth Step	\$4864
Ninth Step	\$5060
Tenth Step	\$5262

Forensic Scientist 1

	<u>7/1/09**</u>
First Step	\$4496
Second Step	\$4720
Third Step	\$4956
Fourth Step	\$5208
Fifth Step	\$5466
Sixth Step	\$5684
Seventh Step	\$5848
Eighth Step	\$6014
Ninth Step	\$6254
Tenth Step	\$6504

Forensic Scientist 2

	<u>7/1/09**</u>
First Step	\$4956
Second Step	\$5208
Third Step	\$5466
Fourth Step	\$5725
Fifth Step	\$6001
Sixth Step	\$6236

Seventh Step	\$6414
Eighth Step	\$6594
Ninth Step	\$6858
Tenth Step	\$7132

Latent Print Examiner

	<u>7/1/09</u> **
First Step	\$3973
Second Step	\$4173
Third Step	\$4376
Fourth Step	\$4587
Fifth Step	\$4812
Sixth Step	\$5003
Seventh Step	\$5147
Eighth Step	\$5291
Ninth Step	\$5502
Tenth Step	\$5722

Questioned Document Examiner

	<u>7/1/09</u> **
First Step	\$3973
Second Step	\$4173
Third Step	\$4376
Fourth Step	\$4587
Fifth Step	\$4812
Sixth Step	\$5003
Seventh Step	\$5147
Eighth Step	\$5291
Ninth Step	\$5502
Tenth Step	\$5722

Telecommunicator 1

	<u>7/1/09</u> **
First Step	\$2849
Second Step	\$2979
Third Step	\$3099
Fourth Step	\$3192
Fifth Step	\$3279
Sixth Step	\$3410
Seventh Step	\$3546
Eighth Step	\$3686
Ninth Step	\$3833
Tenth Step	\$3986

Telecommunicator 2

	<u>7/1/09**</u>
First Step	\$3138
Second Step	\$3281
Third Step	\$3431
Fourth Step	\$3571
Fifth Step	\$3674
Sixth Step	\$3779
Seventh Step	\$3929
Eighth Step	\$4093
Ninth Step	\$4261
Tenth Step	\$4431

Physical/Electronic Security Tech 1

	<u>7/1/09**</u>
First Step	\$2851
Second Step	\$2988
Third Step	\$3139
Fourth Step	\$3264
Fifth Step	\$3415
Sixth Step	\$3575
Seventh Step	\$3742
Eighth Step	\$3892

Advancement to the new pay steps shall be subject to the provisions of Article 25.5. **Suspension of the new pay steps LOA dated January 16 (See Attached LOA – Salary Eligibility Date – Step Advancement Freeze).

25.2 Pay Periods.

Employees shall be paid as per past practice.

25.3 Step Increases.

Step increases are suspended pursuant to Letter of Agreement (See attached LOA – Salary Eligibility Date – step Advancement Freeze).

Employees shall be entitled to the merit step increases on the wage scales in Article 25.1 as provided, subject only to disapproval of such increases due to unsatisfactory performance on the part of the employees.

The denial of a merit step increase because of performance deficiencies shall remain effective until the employee receives a satisfactory rating. The denial is subject to Article 12 of the contract, and the employer shall bear the burden of proof in establishing performance deficiencies.

If there has been a break in service longer than fifteen (15) days, the merit step increase date will be delayed accordingly.

In addition to service and performance requirements, a merit step increase will not become effective until twelve (12) months have passed since the last step increase.

25.4 Uniform Allowance.

The Employer agrees to provide required uniforms and equipment for employees in the bargaining unit. The Employer agrees to repair or replace both personal and Employer-owned uniforms, equipment and property damaged or destroyed on duty unless gross negligence can be shown on the part of the employee. Repair or replacement of the following items shall not exceed the following costs:

1. Watches, actual cost not to exceed thirty-five dollars (\$35).
2. Corrective lens, excluding frames. Actual cost not to exceed reasonable replacement of damaged item(s).
3. Eye glass frames not to exceed one hundred fifty dollars (\$150.00).
4. Honor Guard members may be reimbursed up to twenty-five dollars (\$25.00) for each uniform alteration or cleaning. Receipts shall be required to document actual cost of uniform cleaning or alterations

Receipts will be required prior to payment by the Employer. Repair or replacement of non-listed items shall not exceed reasonable costs for only those items which are normally associated with an employee's on-duty status. The Employer agrees to provide each employee in the bargaining unit required to wear a uniform, the sum of forty dollars (\$40) per month for cleaning the uniform. Fish and Wildlife Division employees may be reimbursed up to one hundred dollars (\$100.00) for purchase of boots which may include insulated pac boots, leather duty boots or hip boots/waders per biennium. In addition to the boot allowance, Fish and Wildlife Division employees may elect to receive Department issued boots. Receipts shall be required to document actual costs for all boot purchases.

25.5 Plainclothes Allowance.

Sworn employees, authorized in writing to perform normal day-to-day duties in civilian clothing in lieu of a uniform, shall be reimbursed for the purchase of civilian clothes reasonably necessary for the efficient operations of the Department, subject to prior supervisory approval, up to one thousand dollars (\$1,000) actual cost per biennium and forty dollars (\$40) per month cleaning allowance. Sworn employees shall be eligible for this reimbursement if they serve all or part of the biennium (prorated on a quarterly basis for employees transferring in to the Division) in eligible assignments. However, communication systems analysts shall be reimbursed for the purchase of civilian clothes reasonably necessary for the efficient operations of the Department, subject to

prior approval up to seventy-five dollars (\$75) actual cost per fiscal year. A receipt shall be required to document actual cost.

25.6 Duty Differentials.

25.6.1 Employees assigned as pilots in an aircraft shall receive a monthly premium of twelve percent (12%) of their base pay for the first three (3) winters or one thousand (1,000) hours (whichever is later), in such assignment, and a monthly premium equal to fifteen percent (15%) of their base pay thereafter.

25.6.2 Employees assigned as divers shall receive a premium of five dollars (\$5) per hour for all time worked as a diver.

25.6.3 Employees assigned to handle hazardous material during transport to any disposal sites shall receive a premium of five dollars (\$5) per transport hour.

25.6.4 Percentages calculated under this section shall be computed on the basis of the employee's regular base pay.

25.6.5 Employees assigned as Bomb Technicians shall receive a monthly premium of ten percent (10%) of their base pay.

25.6.6 Employees possessing either an associate's degree or an intermediate certificate from DPSST shall receive a monthly premium in the amount of three percent (3%) of their base pay. Employees possessing either a bachelor's degree or an advanced certificate from DPSST shall receive a monthly premium in the amount of six percent (6%) of their base pay. Employees may receive one or the other premium provided for in this paragraph, but in no event shall an employee receive more than six percent (6%) under this subsection.

25.6.7 Recruit Coach – Sworn officers who successfully complete the certification program and who are assigned by management as the Recruit Coach will be paid at a rate of five percent (5%) per hour at the employee's regular rate of pay for hours when coaching duties are performed.

Telecommunicator 1 and 2, who are assigned by management as the Coach, will be paid at a rate of five percent (5%) per hour at the employee's regular rate of pay for hours when coaching duties are performed.

25.6.8 Bilingual Differential - A differential of five percent (5%) over base rate will be paid to employees required to be proficient and use bilingual skills (i.e., interpretation and translation to and from English to another foreign language). The interpretation and translation skills must be assigned and contained in an employee's individual position description. The proficiency level and decision to assign bilingual duties to an employee is at the sole discretion of management.

25.6.9 The premiums provided for in 25.9.1, 25.9.2, 25.9.3, 25.9.4, 25.9.5, 25.9.6, 25.9.7, and 25.9.8 are cumulative.

25.6.10 - Forensics Technical Leader Differential

Employees assigned as Technical Leaders shall receive a monthly premium of three percent (3%) of their base pay. Technical Leader differential shall be defined as a differential for Forensic Scientists Entry, Forensic Scientist 1, Latent Print Examiner and Questioned Document Examiner employees who have been formally assigned by the Division Director in writing "Technical Leader" duties as defined in the Quality Assurance Manual, subject to continuing updates to meet the accreditation needs of Forensics Services Division, for ten (10) consecutive calendar days or longer.

25.7 Rounding.

Where monies are rounded under this Agreement, amounts less than fifty cents (\$.50) cents shall be rounded down to the nearest cent, and amounts in excess of forty-nine cents (\$.49) cents shall be rounded up to the nearest cent.

ARTICLE 26 - MEALS, LODGING, AND MILEAGE

26.1 Reimbursement.

Meals, lodging, and mileage rates will change at the same time as the DAS State Controller's Division policy changes.

26.2 Special Meal Provision.

An employee who is directed by the Department to travel outside the County of their assigned work site, and who travels at least forty (40) direct road miles from their work site, and who spends greater than one half (1/2) of their assigned shift in this circumstance is eligible for the special meal provision. The work site for a resident trooper is a trooper's residence.

The special meal provision is to reimburse an employee for the cost of a luncheon meal of up to six dollars and fifty cents (\$6.50). The luncheon meal, as used in this section means a lunch meal (reimbursement of up to six dollars and fifty cents (\$6.50)) taken near the middle of the employee's shift, regardless of the time of day.

This provision shall not apply where a meal is part of the agenda of a meeting or conference which the employee is attending, and is included as part of the registration fee. Employees assigned by the Department to attend a meeting or conference shall be reimbursed for the cost of a meal when such meal is an agenda item where attendance is required and not included in the registration fee.

26.3 General Mileage Reimbursement.

Mileage reimbursement shall be paid to employees of the bargaining unit who are ordered to use their private vehicles or rental cars in the pursuit of official business with the specific prior authorization of the Employer. An employee, when ordered to use his/her private vehicle, shall be reimbursed at the rate provided in DAS policy.

26.4 Lodging at DPSST.

Employees attending training at DPSST for OSP sponsored training when lodging and meals are provided at the academy will be subject to the following:

- a. Employees are expected to stay and eat onsite.
- b. With prior supervisory approval, an employee may stay and eat offsite. If approval is given, the employee will only be reimbursed at the applicable DPSST lodging and meal rates.
- c. If an employee elects to eat at another location while staying at the Academy, the employee will only be reimbursed at the applicable DPSST meal rate.
- d. Employees with special dietary needs shall notify the training unit prior to attending the training to arrange for appropriate accommodations.
- e. If an employee elects to stay offsite without supervisory approval, the employee shall not be entitled to reimbursement for any costs incurred.

26.5 Overnight Lodging.

Supervisors are responsible for ensuring that lodging provided for all employees is adequate and equitable. Employees should stay in hotel lodging when and if possible. There are situations however, where the ability to provide hotel lodging may be limited including but not limited to:

- a. Work conducted in remote locations.
- b. Work conducted on horseback trails; or
- c. Where operational needs exist (i.e., SWAT, Emergency Response, etc.).

Dormitory style lodging at Camp Rilea and DPSST will continue to be mandatory for training, including in-service training. Employees will be given the option of staying in the Bachelor Officer Quarters (BOQ) or Non-Commercial per diem in lieu of Starship accommodations at Camp Rilea. For in-service training that includes alternate accommodations, such as camp outs, employees shall have the option of staying in a hotel.

ARTICLE 27 - OUT OF CLASS WORK

27.1 General.

Any employee who is assigned, in writing, for at least three (3) consecutive days, the responsibilities of a position classified higher than he or she presently holds, shall be paid as provided in Article 27.2.

27.2 Rate of Pay.

An employee qualifying for out-of-class pay will be paid at the Step 1 rate of the assigned classification or five percent (5%) higher than his/her normal salary, whichever is greater. The employee will progress along the salary range of his/her permanent classification as if she/he was not assigned the out-of-class work. In the event the employee's rate of pay in his/her permanent classification is less than five percent (5%) below Step 1 of the assigned classification, the employee shall be paid at the rate of five percent (5%) above his/her permanent rate of pay for such out-of-class work.

ARTICLE 28 - RETIREMENT PROGRAM

28.1 Public Employees Retirement System (“PERS”) Members.

For purposes of this Section 1, “employee” means an employee who is employed by the State on August 28, 2003 and who is eligible to receive benefits under ORS Chapter 238 for service with the State pursuant to Section 2 of Chapter 733, Oregon Laws 2003.

Retirement Contributions. On behalf of employees, the State will continue to “pick up” the six percent (6%) employee contribution to the Public Employees Retirement Fund through December 31, 2003. Thereafter, the State will continue to “pick up” a six percent (6%) employee contribution, 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 respect to the PERS Litigation.

28.2 Oregon Public Service Retirement Plan Pension Program Members.

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

Contributions to Individual Account Programs. As of the date that an employee becomes a member of the Individual Account Program established by Section 29 of Chapter 733, Oregon Laws 2003, the State will pay an amount equal to six percent (6%) of the employee’s monthly salary, not to be deducted from the salary, as the employee’s contribution to the employee’s account in that program. The employee’s contributions paid by the State under this Section 2 shall

not be considered to be “salary” under Section 1(16)(c) 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 of Chapter 733, Oregon Laws 2003, or “salary” for the purposes of determining the amount of employee contributions required to be contributed pursuant to Section 32 of Chapter 733, Oregon Laws 2003.

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

In the event that the State’s payment of a six percent (6%) employee contribution under Section 1 or under Section 2, as applicable, must be discontinued due to a change in law, valid ballot measure, constitutional amendment, or a final, non-appealable judgment from a court of competent jurisdiction (other than in the PERS Litigation), the State shall increase by six percent (6%) the base salary rates for each classification in the salary schedules in lieu of the six percent (6%) pick-up. This transition shall be done in a manner to assure continuous payment of either the six percent (6%) contribution or a six percent (6%) salary increase.

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

ARTICLE 29 - INSURANCE

29.1 Flexible Benefits Plan.

Notwithstanding any past practice to the contrary, an Employer contribution will be made for each eligible employee who was paid regular hours in the month which are at least eighty (80) regular full time hours for the month, and participates in the flexible benefits program as administered by the Public Employees’ Benefit Board (PEBB).

29.2 Contribution.

Plan Year 2009. Effective January 1, 2009 through December 31, 2009, the Employer shall make a contribution sufficient to cover the premium costs for the PEBB health, dental and basic life benefits chosen by each eligible employee.

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

Plan Year 2010. For plan year January 1, 2010 through December 31, 2010, the Employer will increase its monthly contributions by up to five percent (5%) of the actual monthly composite resulting for plan year 2009.

Plan Year 2011. For plan year beginning January 1, 2011 through December 31, 2011, the Employer will increase its monthly contributions by up to an additional five percent (5%) of the actual monthly composite resulting for Plan Year 2010, should the cost of insurance premiums increase by that amount or more.

Should insurance premiums for either plan year exceed the Employer contribution, employees may incur out-of-pocket costs. If in either or both of the plan years described above, the premium increase is greater than five percent (5%), the parties will jointly petition PEBB to use reserve funding to support any premium increases above five percent (5%) up to a maximum of ten percent (10%) in each year.

29.3 Purpose of Contributions.

The purpose of these flat dollar Employer contributions will be for use in the PEBB Flexible Benefits program. Should the Flexible Benefits program not be available, the flat dollar amount rate stated above will still be made available through alternative programs or distributed to employees in a manner mutually acceptable to the Association and to the State.

ARTICLE 30 - DRUG/ALCOHOL FREE WORKPLACE

30.1

The Employer and the Association recognize the societal damage of drug and/or alcohol abuse. The parties agree that State Government must show the way towards achieving drug-free workplaces through programs designed to offer drug users a helping hand and, at the same time, demonstrating to drug users and potential drug users that drugs will not be tolerated in the State workplace. The illegal use of controlled substances, as defined in ORS 475.005, by State employees is inconsistent with the special trust placed in such employees as servants of the public.

30.2

The parties further agree that they have a responsibility to provide an alcohol-free service environment and the employees with an alcohol-free workplace.

30.3

The purpose of these procedures is to ensure the safety of the public and of employees by taking measures to eliminate the illegal manufacture, transfer, use, distribution, dispensation, and/or possession of controlled substances on the job or in the workplace.

30.4 Prohibited Conduct.

30.4.1 An appointing authority shall take the following action against an employee who illegally manufactures, sells, transfers, uses or possesses controlled substances on the job or in the workplace or is convicted on criminal charges for using, manufacturing, selling, transferring, possessing or being impaired by illegal use of controlled substances or refuses

to take or fails the test for illegal use of controlled substances. The Employer may do either or both:

30.4.1.1 Require the employee to enroll in and successfully complete a drug rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency, at no additional cost to the State, and sign a last chance agreement, as a condition of continued employment which shall include a requirement that the employee submit to unannounced drug testing for a period of one (1) year following the completion of treatment. If the employee violates the terms of treatment or rehabilitation, or again tests positive during such period, s/he shall be immediately discharged; or

30.4.1.2 Impose, as a corrective measure to encourage an employee to seek rehabilitative assistance, disciplinary action up to and including discharge in accordance with the Collective Bargaining Agreement.

30.4.1.2.1 An employee who has tested positive for the presence of drugs which were originally legally obtained, but were abused by the employee, shall be referred to an employee assistance program or drug and alcohol counseling or treatment, unless the employee has previously tested positive for the use of drugs, or refuses to participate in the employee assistance program, counseling, or treatment, the employee shall not be disciplined. The employee may, however, be subjected to a last chance agreement as a condition of continued employment, which shall include a requirement that the employee submit to unannounced drug testing for a period of one (1) year following the completion of treatment. If the employee violates the terms of treatment or rehabilitation, or again tests positive during such period, s/he shall be immediately discharged.

30.4.1.3 Take other appropriate action.

30.4.2 Nothing herein shall prevent the Employer from imposing discipline for just cause for misconduct which occurs in conjunction with inappropriate alcohol or drug use; as limited under Article 30.4.1.

30.5 Alcohol and Drug Tests.

30.5.1 An appointing authority or division director may authorize a supervisor or manager who has completed a training program concerning reasonable suspicion testing, to test any employee upon reasonable suspicion that the employee has engaged in or is under the influence of an illegal controlled substance or alcohol based upon:

30.5.1.1 Supervisory personnel observing abnormal behavior, or impairment of physical or mental performance, or other physical evidence of impairment where such observation indicates that the employee is under the influence of an illegal

controlled substance; or any employee actually seeing the use of illegal controlled substance in the workplace;

30.5.1.2 The opinion of a medical professional employed at the worksite that an employee is using an illegal controlled substance;

30.5.1.3 The employee being directly involved in an incident that results in death of any person, injury to any person requiring professional medical treatment beyond first aid or damage to property in excess of one thousand-five hundred dollars (\$1,500) along with the existence of circumstances, addressed in subsections 30.5.1.1 or 30.5.1.2, that indicate employee impairment. Direct involvement in an incident refers to an employee whose order, action or failure to act is determined to be, or cannot be ruled out as a causative factor in the events leading to or causing the incident.

30.5.2 Testing Mechanisms: The following testing mechanisms shall be used for any drug test performed on members of the Association:

30.5.2.1 All testing shall be conducted through BIO MED Testing Services (or an alternate accredited SAMSHA toxicology lab) using a 10-Panel test with the samples identified in such a fashion to insure that the identity of the tested employee is kept as confidential as possible. The 10-Panel test will include the following drugs and threshold levels:

Drug	Screening Threshold
Amphetamines	1000 ng/mL
Barbiturates	200 ng/mL
Benzodiazepines	200 ng/mL
Cannabinoids	50 ng/mL
Cocaine	300 ng/mL
Methadone	300 ng/mL
Methaqualone	300 ng/mL
Opiates	300 ng/mL
PCP – Phencyclidine	25 ng/mL
Propoxyphene	300 ng/mL

30.5.2.2 Urine screening tests shall be performed using SAMSHA’s accepted immunoassay technology urine testing. No positive test results shall be reported to the Employer unless the procedures in 30.5.2.3 also result in a positive test result, and no result shall be deemed to be positive unless the level of drug is above the confirmation test’s limit of quantitation (LOQ).

30.5.2.3 Any positive results on the initial screening test shall be confirmed using SAMSHA's accepted technology of gas chromatography-mass spectrometry (GC/MS) or liquid chromatography-mass spectrometry (LCMS). Confirming cut-off levels will be at least as sensitive as the initial screening tests.

30.5.2.4 Despite a negative result, an employee may still be impaired, based on the criteria enumerated in Article 30.5.1.1.

30.5.3 The following procedures shall be used whenever an employee is requested to give a urine sample:

30.5.3.1 Prior to testing, the employee shall be provided the opportunity to voluntarily list to the testing lab substances currently being used by the employee that may impact the test results such as medications or food products. The failure of an employee to accurately list all such substances may not be the basis for disciplinary action against the employee. This list, and all documents and information concerning drug testing, shall remain confidential pursuant to the terms of this article.

30.5.3.2 A urine sample will be obtained from the employee. The sample will be collected in a manner that precludes alteration. The Employer shall not observe the act of urination but the sample's temperature will be recorded for evaluation of potential alteration.

30.5.3.3 Immediately after the sample has been given, it will be divided into two (2) equal parts in the presence of both parties. Each of the two (2) portions of the sample will be separately sealed, labeled, and initialed by both parties, and stored in a secure and refrigerated atmosphere. If the samples cannot be analyzed within twenty-four (24) hours, they shall be frozen. One (1) of the samples will then be delivered to a SAMSHA certified lab.

30.5.3.4 The sample will first be tested using the screening procedure set forth in this article. If the sample tests are positive for any drug, the confirmatory test specified in this article will be employed.

30.5.3.5 Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and a chain of evidence.

30.5.3.6 If at any time different procedures or tests are available to a SAMSHA certified lab which have greater reliability than the foregoing, the more reliable procedures or tests shall be used.

30.5.3.7 An employee refusal to test may be utilized as evidence of impairment and/or constitute a basis for discipline.

30.5.3.8 Any positive test result and/or adulteration issues will be verified by a Medical Review Officer (MRO) contracted through the vendor who will, among other things, review any extenuating circumstances.

30.5.4 Intoxilyzer Testing for Alcohol

30.5.4.1 Alcohol tests performed under this policy will be done with an evidential breathtesting device (EBT) certified by the Department of State Police Implied Consent Unit, otherwise known as an intoxilyzer. The EBT will be utilized first if an employee is to be tested for alcohol.

30.5.4.2 A breath test will be required to determine if an employee has an alcohol concentration of .02 grams or more per 210 liters of breath. Any result which is .0199 or less will be considered negative. If both the initial and confirmation breath test results are .0199 or less, the result will be considered negative; however, the employee may still be impaired, based on the criteria enumerated in Article 30.5.1.1.

30.5.4.3 Any test result of .02 or greater (on both the initial and confirmation tests) will be considered positive and the employee will need to follow the Procedures after a Positive Drug or Alcohol Test Result enumerated in Article 30.5.5.

30.5.4.4 Any employee who does not provide a sufficient amount of breath to permit a valid breath test will be instructed to again attempt to provide a sufficient sample. If the employee fails to provide an adequate sample, the test will be discontinued and considered a positive test.

30.5.5 Procedures after a Positive Alcohol Test Result

When the employer determines that an employee has a confirmed positive test result the employer will institute the following steps:

- (1) A division director or designee will relieve the employee from duty.
- (2) If an employee is relieved of duty under this article, the employee will be required to utilize vacation or compensatory time for the remainder of his/her shift.
- (3) The employee may be referred to the Employee Assistance Program (EAP). The EAP will conduct an assessment, make appropriate referrals and determine when the employee is ready for a return to duty test.
- (4) The employee must take and test negative on a return to duty test to return to active duty. The employee will be subject to follow-up testing as outlined by the EAP.

30.6 Criminal Conviction.

30.6.1 An employee shall notify, in writing, the appointing authority of a criminal drug statute conviction within five (5) calendar days of conviction. Failure to do so shall subject the employee to discipline up to and including discharge in accordance with the Collective Bargaining Agreement.

30.6.2 An appointing authority shall, within ten (10) calendar days of receiving notice of conviction, provide written notice of such conviction, including employee position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless a federal agency has designated a central point for the receipt of such notification. Notification shall include the identification number for each of the federal agency's affected grants.

30.7 Employee Voluntary Use of Employee Assistance or Other Treatment Program.

30.7.1 Employees with drug problems are encouraged to voluntarily seek assistance, on a confidential basis, through the Employee Assistance Program, drug rehabilitation or other available treatment program approved by a federal, state, or local health, law enforcement, or other appropriate agency.

30.7.2 An appointing authority shall, upon employee request, grant sick or other accrued paid leave or, at the employee's option, unpaid leave, to participate in such assistance or rehabilitation treatment programs.

30.7.3 Upon return from such leave, an employee may be subject to drug testing for a period of one year.

30.8 Medication.

An employee who reports to work after using physician prescribed medication which has caused physiological or psychological effects negatively affecting job performance and safety shall advise his/her supervisor of the medication and its effects before commencing or continuing work.

30.9 Establishment of Drug-Free Awareness Program.

The Employer shall establish a drug-free awareness program to inform employees of the:

30.9.1 Dangers of drug abuse;

30.9.2 Existence of and contents of these guidelines;

30.9.3 Availability of drug counseling, rehabilitation, and employee assistance programs;
and

30.9.4 Consequences for actions covered by these guidelines.

ARTICLE 31 - SAVINGS CLAUSE

If any provision of this Agreement is or becomes in contravention of the laws or regulations of the United States or State of Oregon, the provision shall be suspended by the appropriate provision of the law or regulation so long as it is in force and effect, but all other provisions to this Agreement shall continue in full force and effect. The provision being in contravention of such laws or regulations shall be re-negotiated by the parties in order that there will be no such contravention.

ARTICLE 32 - TERM OF AGREEMENT

32.1 Term.

Except for those provisions which expressly state otherwise, this Agreement shall be effective as of the date of signing and shall remain in full force and effect through June 30, 2011. This Agreement shall remain in full force and effect during the negotiations for any successor agreement.

32.2 Successor Negotiations.

If either party desires to negotiate for a successor agreement, a written request shall be submitted to the other party no later than December 16, 2010 and negotiations will commence no later than January 14, 2011.

Signed this _____ day of _____, 2010.

Scott L. Harra, Director
Department of Administrative Services

Jeff Leighty, OSPOA President

Timothy F. McLain, Superintendent
Oregon State Department of Police

Daryl S. Garrettson
OSPOA Attorney

Diana L. Foster, Administrator
DAS-Human Resource Services Division

Eva M. Corbin, Deputy Administrator
HRSD-Labor Relations Unit

APPENDIX A
TEAM DIRECTED SCHEDULING

1. Work Groups authorized to participate will be those currently using Team Directed Scheduling and those work groups who have been:
 - a. Identified by the Labor/Management Team, and thereafter,
 - b. Vote to participate.

(Work Groups are defined consistent with Article 14.6.3 of the CBA.)

It is the responsibility of the Labor/Management Team to educate management and represented employees on the benefits of Team Directed Scheduling.

2. The Labor/Management Team will work with the selected work groups and monitor the success and/or failure of the scheduling method. The Labor/Management Team and the Work Group supervisors/employees will evaluate the Team Directed Scheduling, at six (6) month intervals after implementation, to determine whether to continue, modify, or end the Team Directed Scheduling process. An evaluation will be based upon the totality of the program for a specific work group.
3. The Team Directed Scheduling program may be discontinued at any specific worksite, by either management or OSPOA, without cause, at the conclusion of any six (6)-month interval.

When Team Directed Scheduling is discontinued, the work group will be scheduled under applicable provisions of the CBA. At such time, the work group may vote on scheduling and shift bid provisions authorized by the Collective Bargaining Agreement. This vote may occur regardless of any provision restricting the voting process to specific calendar dates. The Team Directed Schedule will remain in effect for the remainder of the current twenty-eight (28)-day cycle plus a final twenty-eight (28)-day cycle to allow a schedule changeover.

4. Work groups selected for participation will meet as a team to develop the schedule(s) for their work group. The work group team shall consist of all affected employees and their direct line supervisors through Lieutenant (support staff shall not be included in the work group team). For the purposes of this meeting there shall be no penalty pay for the schedule adjustments necessary to insure attendance of all members.
5. The work group team must reach consensus on the schedule(s) developed and the shift selection process. Consensus is as defined in the Interest Based Bargaining process. The Labor/Management team will facilitate, train and assist. The work group will also develop their own method to resolve problems related to Team Directed Scheduling (doesn't necessarily preclude grievances).

6. The work group will develop at least one (1), twenty-eight (28)-day schedule up to a maximum of six (6), twenty-eight (28)-day cycles. The work group may review and revise any twenty-eight (28)-day schedule prior to its start. After six (6), twenty-eight (28)-day schedules the work group must meet to review progress to date.
7. Overtime for individuals in the work groups participating in Team Directed Scheduling shall be as follows:
 - a. For work groups consisting entirely of sworn personnel (including sergeants):
 - 1) Work in excess of the daily scheduled shift (excluding sergeants).
 - 2) Work in excess of eighty (80) hours in a fourteen (14)-day period (defined as either the 1st or 2nd fourteen (14)-day segment of the twenty-eight (28)-day schedule).
 - 3) Call backs apply.
 - 4) Employees may voluntarily work an additional five (5) hours in each fourteen (14)-day period for which no additional compensation is paid. Employees do not have to volunteer and these five (5) hours are over and above the regular schedule.
 - b. For Work groups which are non-sworn or mixed sworn/non-sworn shall be as follows:
 - 1) Work in excess of daily scheduled shift (excluding sergeants).
 - 2) Work in excess of forty (40) hours in a work week as defined in Article 14.3.
 - 3) Call backs apply.
8. The schedule developed is subject to the following restrictions:
 - a. No scheduled shift longer than twelve (12) hours. Motorcycle units are limited to ten (10) hour scheduled shifts.
 - b. A minimum of ten (10) hours off between scheduled shifts.
 - c. No one assigned involuntarily to a shift with less than two (2) consecutive days off.
 - d. No one assigned involuntarily to a split shift.
9. Voluntary shift adjustments may be made by an employee with supervisory approval without penalty to the Employer. The revised schedule may not exceed eighty (80) hours

in a fourteen (14) day period (excluding additional uncompensated hours). The exception to the daily overtime threshold only applies to the days affected by the voluntary adjustment. Hours worked in excess of eighty (80) (excluding additional uncompensated hours) are paid at the overtime rate. For work groups covered under paragraph 7(b) above, the revised schedule may not exceed forty (40) hours in a seven (7) day period. Hours worked in excess of forty (40) are paid at the overtime rate.

10. Shifts may be involuntarily adjusted without penalty for a shift adjustment upon seven (7) days notice for reasonable operating needs. For the purposes of Team Directed Scheduling reasonable operating needs are an unforeseen combination of circumstances calling for action which requires additional resources. Reasonable operating needs does not include court, administrative hearings, training, regular shift rotations/changes, and vacation. The work group may within the limits of this definition, refine this definition as it applies to the work groups specific circumstances. Notice of less than seven (7) days will not result in a penalty if the adjustment is the result of an emergency. An emergency is an unforeseen combination of circumstances calling for immediate action which requires additional personnel resources. Schedule changes due to events with advance notice would not be considered emergencies.
11. Employees may have their days off involuntarily changed for training no more than once a calendar year during one work week with 28 days notice.
12. Involuntary schedule adjustments for the purpose of convening work group meetings shall not result in a penalty if forty-eight (48) hours notice is given. The work group shall set the parameters for subsequent work group meetings.
13. There shall not be an irregular hours penalty. Hours worked outside of a schedule adjusted under paragraphs 9, 10, and 11 shall be paid at time and one-half (1 ½) over and above the employees regular salary excluding hours for which there is no additional compensation as set forth in paragraph 7(a)(4).
14. Under Team Directed Scheduling employees utilizing compensatory leave under Article 17.3 shall provide seven (7) calendar days notice of their desire to use compensatory leave. If seven (7) calendar days notice is given the use of compensatory leave must be allowed unless the granting of compensatory leave would unduly disrupt the Employer's operation. The employee may be granted compensatory leave on less than seven (7) calendar days notice if mutually agreeable with the Employer. The work group by consensus may agree to a notice requirement other than the seven (7) calendar days provided for herein.
15. The Labor/Management team shall consist of equal members of the OSPOA and OSP bargaining teams.

APPENDIX B
LETTER OF AGREEMENT – Article 19 – Holidays
19.1.1 – Accrual Limitations

This agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Department of State Police (Agency) and the Oregon State Police Officers' Association, OSPOA (Association).

An employee may submit a written request to this or her supervisor for cash out payment of up to one half of their accrued holiday leave bank. This request must be submitted to their supervisor no later than July 1, 2010 and the first business day following January 1, 2011. Such requests shall not exceed thirty-two (32) hours in total during the term of this agreement.

This right to apply for this benefit sunsets on the first business day following January 1, 2011.

LETTER OF AGREEMENT
Salary Eligibility Date – Step Advancement Freeze

This Letter of Agreement is entered into by the State of Oregon, acting through its Department of Administrative Services, Labor Relations Unit (Employer), and the Oregon State Police Officers' Association (Association).

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

This Agreement suspends the LOA dated January 16, 2008 to add and drop steps for each salary range in all job classifications in the bargaining units.

Upon implementation of this LOA, the following applies:

- 1) As a result of the January 16, 2008 LOA, employees who advance to the new top step of their classification on or after July 1, 2009, through the effective date of a ratified tentative agreement or by the 1st of the month following the date of the interest arbitration award, will have their pay reduced to the prior top step.

Employees advancing to a higher first step by virtue of the first step being dropped shall not have their pay reduced.

- 2) Employees who advance on the pay scale within their classifications' salary range on or after July 1, 2009, through the effective date of a ratified tentative agreement of the 1st of the month following the date of the interest arbitration award, whichever is appropriate, will be restored to their former step in effect as of June 30, 2009.
- 3) Employees shall not receive any step increases between the effective date of a ratified tentative agreement or the 1st of the month following the date of the interest arbitration award and shall continue for twelve (12) months (freeze period).
- 4) Employees will continue to receive the initial increase upon promotion and reclassification upward. However, promotions or reclassifications to the new top step shall be subject to #1 above. Employees who promote during the freeze will receive an additional step either six (6) months after the date of their promotion or the date the freeze ends, whichever is later. The salary eligibility date will be adjusted pursuant to the applicable provision of the CBA.
- 5) When the step freeze is lifted:
 - a. An employee who received a merit step or advanced to the new top step in July through the effective date of a ratified tentative agreement or the 1st of the month following the date of the interest arbitration award, whichever is appropriate, will be restored twelve (12) months after the beginning of the

freeze to the higher rate that was in effect July 1, 2009 (per the January 16, 2008 LOA).

- b. For initial appointments to state service occurring between July 1, 2009 and before the 1st of the month following the effective date of the interest arbitration award, the affected employee shall receive a one-step increase and on their SED thereafter pursuant to the applicable provision of the CBA.
 - c. All other employees will commence receiving step increases on their SED effective twelve (12) months from the effective date of a ratified agreement or the 1st of the month following the effective date of the interest arbitration award, whichever is appropriate.
- 6) This Agreement is effective the 1st of the month following 1) a ratified tentative agreement, or 2) the 1st of the month following the effective date of the interest arbitration award, whichever is appropriate.

LETTER OF AGREEMENT - Attending a Funeral

The parties agree that when requested by the President of the Oregon State Police Officers Association (OSPOA) and prior approval has been given by a supervisor, on-duty time may be granted to an OSPOA represented sworn member who is representing the Oregon Department of State Police while in uniform when attending a funeral in another state under the following conditions:

- 1) The member has been given approval by his/her supervisor to attend the funeral of a police officer from an out-of-state agency, or another dignitary in which the representation by the Oregon State Police would be appropriate.
- 2) Unless otherwise directed by his/her supervisor, the member would receive on-duty time while traveling and attending the funeral.
- 3) Unless otherwise directed by his/her supervisor, the member would not cause the Department to be liable for an overtime payment or other penalty payment incurred during the travel or attendance at the funeral.
- 4) Notwithstanding any other issues that may arise from a member attending an out-of-state funeral while representing the Oregon State Police, the OSPOA agrees to defend and indemnify the Department of State Police from any legal action filed by an OSPOA represented member when the member is not directed to attend as the authorized representative of the Department. This would include but may not be limited to FLSA and Worker's Compensation actions.
- 5) The OSPOA will provide all travel, lodging, meals, and other amenities necessary to make the attendance at the funeral possible.
- 6) The granting of on-duty time under the above conditions may be extended to other special occasions or functions on a case-by-case approval of the Superintendent.

 /s/ 12/6/93
LeRon R. Howland
Superintendent

 /s/ 12/2/93
Jim Botwinis
OSPOA

 /s/ 12/2/93
Eva Corbin
Dept. Admin. Serv.

Reaffirmed and continued for the life of the 2009-2011 Contract.

LETTER OF AGREEMENT - Spanish Classes

WHEREAS, the parties to the Agreement are the State of Oregon on behalf of the Oregon State Police (Employer) and the Oregon State Police Officers' Association (Association), and

WHEREAS, the parties to this Agreement wish to advance the principles of Cultural Awareness and Diversity within the Department, and develop positive public relations within the community and enhance the Department's efficiency in communicating with non-English speaking communities.

NOW, THEREFORE, in consideration of the mutual promises of the parties and further good and adequate consideration, it is hereby agreed as follows:

1. The Department will offer opportunities for certain non-English classes.
2. This program is open to employees on a voluntary basis who are dedicated to learning other languages.
3. Requests from volunteering participants will be submitted through the chain of command and received at General Headquarters. Requests submitted will include: a.) an essay by the employee explaining why the employee is wanting to participate and what college or institution the employee wishes to attend; how his or her training can benefit the Department, and why he/she should be considered for the program; and b.) an attached recommendation from the immediate supervisor. The requests must be accompanied by a schedule of all available class dates, times, and cost with the employee's preference identified.
4. Final selection for this program remains at the sole discretion of the Department and is not subject to the provisions outlined in Article 12- Settlement of Disputes.
5. It will be the employee's responsibility to contact the college for all scheduling and enrollment information. A list of colleges offering instruction for a two-year Spanish class is attached for reference. Other college language courses that are brought to the attention of the Superintendent's Office will be considered on a case-by-case basis.
6. The Department will pay full tuition and textbook costs for selected employees enrolled in a language class through an accredited college. A grade of C or better is required to successfully complete this program (or a grade of pass if the grading system is pass/fail). If the voluntary participant does not successfully complete the program for reasons within the member's control, tuition and textbook costs must be repaid.
7. The two (2) year college course must be completed within a three (3) year period from enrollment in the first class.
8. On-duty time will be given for classroom attendance provided the attendance is required during regular scheduled duty hours. This will include reasonable travel time to and from

MEMORANDUM OF AGREEMENT - Forensic Services Division Training

WHEREAS, the parties to the Agreement are the Oregon State Police Officers' Association (Association) and the State of Oregon (Employer), and

WHEREAS, the parties to this Agreement wish to facilitate the giving of training to employees of the Forensic Services Division.

NOW, THEREFORE, in consideration of the mutual promises to the parties and further good and adequate consideration, it is hereby agreed as follows:

1. Any employee requesting to attend an out-of-state training session, meeting, or related event will be covered by this Agreement. It is recognized by both parties that such requests may be denied by the Employer and that such denials are not subject to the grievance procedure.

2. Where travel to and from such session, meeting or event scheduled during an employee's off-duty time, the employee will be entitled to compensation for such time on an hour for hour basis with such compensation to be received in the form of compensatory leave.

3. Request to use compensatory leave will be granted subject to the Employer's reasonable operating requirements.

4. This Agreement will expire upon the expiration of the current Collective Bargaining Agreement between the parties.

5. This Agreement is applicable only to the employees working for the Forensic Services Division.

6. This Agreement does not represent a past practice, and may not be introduced into evidence in any proceeding except a proceeding related to the enforcement of this Agreement. Issues concerning interpretation or application of this Agreement shall be handled pursuant to the grievance procedure in the Collective Bargaining Agreement between the parties.

7. This Agreement will take precedence over any conflicting provisions in the Collective Bargaining Agreement between the Association and the State.

DATED: this 20th day of May 1992.

/s/
Jim Botwinis, President
Oregon State Police Officers' Association

/s/
Cathy Schuh, Manager
Labor Relations State of Oregon

Reaffirmed and continued for the life of the 2009-2011 Contract.

LETTER OF AGREEMENT – Article 29 - Insurance, Part-Time Employees

This LOA is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the Oregon State Police Officers' Association (Association).

The parties agree to the following:

The Employer will continue to pay the current part-time subsidy for eligible part-time employees who participate in the part-time plan through December 31, 2009, as follows:

- Employee Only (EE) - \$206.94
- Employee & Family (EF) - \$268.05
- Employee & Partner – EP) - \$264.11
- Employee & Children (EC) - \$235.47

2010 Part-Time Subsidy

- Employee Only (EE) - \$227.30
- Employee & Family (EF) - \$294.42
- Employee & Partner – EP) - \$290.10
- Employee & Children (EC) - \$258.63

PEBB to provide dollar amounts for 2011.

For Plan Years 2010 and 2011, the subsidy will be paid at an amount so that employees will continue to pay the same out-of-pocket premium costs that were in effect for Plan Year 2009. If an employee changes from one tier to another or changes plans pursuant to PEBB rules, his or her out-of-pocket premium costs will be adjusted to reflect the appropriate plan year's out-of-pocket premium costs for his or her new tier.

LETTER OF AGREEMENT (LOA) – Mandatory Unpaid Time Off

This LOA is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Oregon Department of State Police and the Oregon State Police Officers' Association (Association).

This LOA shall become effective February 1, 2010 or the effective date of the interest arbitration award, whichever is appropriate and automatically terminate June 30, 2011 unless the parties agree to extend or amend its provisions.

To the extent this LOA conflicts with any provisions of the collective bargaining agreements, this LOA shall prevail.

The agreement is as follows:

1. The State will implement mandatory unpaid time off for affected employees as follows:

Tiers by Salary Rate	Number of Days
\$2451 to \$3100	12 days (96 hours)
\$3101 and above	14 days (112 hours)

For new employees, the Mandatory Unpaid Time Off Day Off Obligation will be adjusted for the time remaining to June 30, 2011. Any employee who changes from one position to another position within OSP or comes from a different agency that results in an increase or decrease in pay, the unpaid time off obligation may be adjusted based on time already taken and the time remaining to June 30, 2011.

2. Mandatory unpaid time off shall only be considered time worked for: a) holiday leave, vacation, sick leave and personal leave accrual, and b) Employer's insurance contribution.
3. Full-time employee shall take mandatory unpaid time off in appropriate blocks of time equal to the duration of their assigned schedule (e.g., 8-hour or alternate scheduled blocks, e.g., 9, 10 hours), unless otherwise provided in this agreement provided the employee takes a minimum of eight (8) hours in a block. This does not preclude an employee who works an alternate schedule from voluntarily requesting to take 8 hour blocks of mandatory unpaid time off and using appropriate paid leave for the remainder of the scheduled alternate shift or working the additional hours pursuant to paragraph 8. Any employee who works an alternate shift may take the equivalent number of mandatory unpaid time off hours as their shift and accordingly reduce their obligation hours. If the unpaid time remaining is less than the employee's shift, the remaining hours for that period shall be taken in blocks prior to the end of the applicable period, e.g., December 31, 2010 and June 30, 2011.

4. Floating Mandatory Unpaid Time Off. Employees will have their choice of days off, subject to operating needs.
 - a. Employees will submit a mandatory unpaid time off request form to their supervisors at least thirty (30) days prior to the start of each quarter and supervisors will respond no later than fifteen (15) days prior to the start of each quarter.
 - b. Where seniority bid process is in effect that provides for advance requests covering periods of time beyond the quarterly scheduling of mandatory unpaid time off days, the prescheduled vacation or compensatory time off shall take precedence over scheduling of mandatory unpaid time off days. Employees may schedule a mandatory unpaid time off day as part of their vacation requests. However, the quarterly scheduling of unpaid time off shall take precedence over short term vacation or compensatory time off requests.
 - c. If an employee requests and receives approval for vacation in a future month, at the time of submitting his/her quarterly mandatory unpaid time off request form for the quarter in which the vacation was previously approved, the employee may request to substitute mandatory unpaid time off for pending vacation requests that occur prior to June 30, 2011.
 - d. For purposes of scheduling in paragraph 4.i. of this Section, mandatory unpaid time off requests for the same days will be determined based on departmental seniority except that the exercise of seniority is limited to once to ensure maximum availability of days for all employees.
 - e. Employees who have preapproved paid sick leave scheduled may request approval to substitute up to three (3) unpaid days per month for the pre-approved paid absence. Such requests to substitute days must be submitted pursuant to 4a for the quarter in which the preapproved leave is approved.
 - f. Once mandatory unpaid time off has been scheduled, requests for vacation may be denied for operational reasons and cannot cause a rescheduling of approved mandatory unpaid time off days of other employees.
 - g. Unpaid leaves (FMLA/OFLA, Military Leave, Workers Comp, Leave Without Pay) and Float Day Observances.
 - (a) If an employee's scheduled mandatory unpaid time off day occurs when the employee is on leave without pay, the employee will be required to take or schedule the mandatory unpaid float day, unless the employee is on leave without pay for the entire calendar month.
 - (b) If an employee returns to work the fifteenth (15th) day or before in the last month of a calendar quarter, the employee shall schedule and take

the mandatory unpaid float day in that quarter, or, with approval, may schedule mandatory unpaid float day(s) in the following quarter except as provided in paragraph j. below.

- h. Employees Returning to Work from Unpaid Leave Without Pay in the Last Month of a Calendar Quarter.

If an employee returns to work from Leave Without Pay after the fifteenth (15th) day in the last month of a calendar quarter, the employee will not be required to take the floating mandatory unpaid time off for that quarter.

- i. In an effort to ensure that the scheduling of time off is distributed throughout the term of this agreement, mandatory unpaid time off will be scheduled on a quarterly basis unless there is mutual agreement between an employee and his or her supervisor to schedule more days in some quarters and fewer in others, but in no case no more than three (3) days (24 hours maximum for 8 hour days or total hours for an alternate schedule day, e.g., three 10 hour days equal 30 hours) in a month. Half of an employee's furlough obligation must be met by December 31, 2010. See attached Mandatory Unpaid Time Off Obligation Chart.
- j. On or after January 1, 2011, but before June 30, 2011, employees shall be required to take an additional 48 or 56 hours depending on their tier level of unpaid time off. Employees, who took more than the 48 or 56 hours as appropriate of unpaid time off in calendar year 2010, shall have the hours taken in excess of the 48 or 56 hours count against the hours required herein. Employees who are eligible to bid vacation shall bid the hours required in this Paragraph as part of their annual vacation bid, so long as the unpaid time off is taken on or before June 30, 2011 and no more than three (3) days (24 hours maximum for 8 hour days or total hours for an alternate schedule day, e.g., three 10 hour days equal 30 hours) in a month. This bid will be conducted in the same manner and unpaid time off may be denied for the same reasons that annual vacation may be denied. See attached Mandatory Unpaid Time Off Obligation Chart.
- k. If the mandatory unpaid time off is not scheduled or taken within the applicable period, then management reserves the right to ensure the mandatory unpaid time off is scheduled/rescheduled within the same period, if possible (except for the last quarter in the biennium, during which management may reschedule the remaining hours required by the terms of this Letter of Agreement).
- l. The agency shall not incur any penalty or overtime payment for adjustments to employee's schedules not to exceed a thirty-two (32) hour workweek or not to exceed the appropriate workweek hours for alternate schedules as adjusted

by the employee's furlough obligation (e.g., 4/10 is 30 hour workweek if 10 hours is taken).

- m. For purposes of initial implementation, an employee may submit his/her request for the current quarter within thirty (30) calendar days of the interest arbitration award and provided submission and approval is done prior to payroll cutoff.
 - n. For new Recruits, the number of furlough day obligations will be the same as the new hire obligation in effect on the day of graduation from DPSST Basic Police Academy instead of the original hire date.
5. No employee will be required to use mandatory unpaid time off on a holiday. An employee is not precluded from requesting to use mandatory unpaid time off on a holiday pursuant to the above provisions.
 6. Unless required by law, no employee shall be authorized to substitute any other types of unpaid time off.
 7. An employee shall not work during the designated 24 hour mandatory unpaid time off period. However, in emergency situations based on operational needs, the Agency head or designee may require the employee to work. Pursuant to the CBA, the Employer shall pay any appropriate call-in or penalty pay for requiring an employee to work on a scheduled day off. If the Employer requires an employee to work during the designated mandatory unpaid time off period, the employee will have his or her choice of an alternate day, subject to operating needs and #4 above. A mandatory unpaid time off day, if canceled, will be rescheduled and must be taken prior to June 30, 2011.
 8. An employee who is authorized to work an alternate scheduled shift may be allowed to only work that part of his/her shift that exceeds the eight (8) hour block of the shift scheduled on a mandatory unpaid time off day.
 9. Mandatory unpaid time off will not count as a break in service for purposes of seniority or employee salary eligibility date.
 10. Mandatory unpaid time off shall not add to the length of an employee's trial service period.
 11. Deductions from the pay of a FLSA exempt employee, for absences due to a budget required mandatory unpaid time off, shall not disqualify the employee from being paid on a salary basis except in the workweek in which the mandatory unpaid time off occurs and for which the employee's pay is accordingly reduced.
 12. If a FLSA exempt employee is permitted to work in excess of forty (40) hours in a workweek in which the employee takes mandatory unpaid time off, then such

employee shall be eligible for pay at the rate of time and one half (1 1/2x) for hours in excess of forty (40) hours that workweek.

13. For payroll purposes, the employees shall record mandatory unpaid time off taken with a specific payroll code established by DAS.

FOR THE DEPARTMENT AND
THE EMPLOYER

FOR THE ASSOCIATION

_____/s/_____
Date

4/1/10

Eva Corbin
DAS Deputy Administrator
State Labor Relations Manager

_____/s/_____
Date

4/1/10

Jeff Leighty
OSPOA President

Furlough (Mandatory Unpaid Time Off) Obligation Remaining by Salary Tier

Year	Quarter	Calendar Month ³	Float Days / Hours	NEW HIRE Obligation 8 Hour Days		NEW HIRE Obligation Alternate Shift ¹		SEPARATING EMPLOYEE Obligation ²			SEPARATING EMPLOYEE Obligation ² Alternate Shift		
				Tier 2 96 hrs	Tier 3 112 hrs	Tier 2 96 hrs ⁴	Tier 3 112 hrs ⁴	Month of Separation ³	Tier 2	Tier 3	Tier 2	Tier 3	
			6 days is 48 Hrs 7 days is 56 Hrs 8 days is 64 Hrs 9 days is 72 Hrs 10 days is 80 Hrs 11 day is 88 Hrs 12 days is 96 Hrs 13 day is 104 Hrs 14 days is 112 Hrs										
2010	2	April	Tier 2 6 - 8 hour days or Alternate shifts 48 hrs	12	14	96	112	April	1	1	8	8	
		May		11	13	96	112	May	1	1	8	8	
	3	18-Jun	Tier 2 7 - 8 hour days or Alternate shifts 56 hours	10	12	88	94	June	2	2	16	16	
		July		10	12	88	94	July	2	2	16	16	
	4	29-Aug	Tier 2 7 - 8 hour days or Alternate shifts 56 hours	9	11	80	88	August	3	3	24	24	
		17-Sep		8	10	72	80	September	4	4	32	32	
	4	Oct	Tier 3 7 - 8 hour days or Alternate shifts 56 hours	8	10	64	72	October	4	4	32	32	
		26-Nov		7	9	56	64	November	5	5	40	40	
			Dec		7	9	48	56	December	6	7	48	56
	2011	1	Jan	Tier 2 6 - 8 hour days or Alternate shifts 48 hrs	6	7	48	56	January	7	8	56	64
Feb			5		6	40	48	February	8	9	64	72	
18-Mar			4		5	32	40	March	9	10	72	80	
2		Apri	Tier 3 7 - 8 hour days or Alternate shifts 56 hours	3	4	24	32	April	10	11	80	88	
		20-May		2	3	16	24	May	11	13	88	104	
		Jun		1	2	8	16	June	12	14	96	112	

NOTES:

Reductions in unpaid time off obligation are in 8 hour increments and fixed closure dates as appropriate beginning May 2010

Pursuant to the LOA a separating employee may have taken up to 3 unpaid time off days based on their daily schedules thereby reducing the obligation faster than in the chart

¹ 4/10; 9 hour shifts

² Employees who retire or otherwise separate from the State prior to the end of the biennium are required to schedule and take the number of mandatory unpaid time off days identified for their separation date prior to separating. The mandatory unpaid time off days must be scheduled quarterly, unless an alternate plan is agreed upon between the employee and supervisor, to ensure the obligation is completed prior to separation.

³ New hire and separation periods for unpaid time obligation (For retirement: typically the day before a retirement effective date).

⁴ Any employee who works an alternate shifts may take the equivalent number of mandatory unpaid time off hours as their shift and accordingly reduce their obligation hours. If the unpaid time remaining is less than the employee's shift, the remaining hours for that period shall be taken in blocks prior to the end of the applicable period, e.g., December 31, 2010 and June 30, 2011

MEMORANDUM OF UNDERSTANDING - Honor Guard

Honor Guard functions on a normal workday:

The Oregon State Police and the Oregon State Police Officers' Association agree that the total compensation for participation in Honor Guard functions, including authorized practice and travel, shall be the granting of on-duty time at the straight-time rate up to a maximum of eight hours per day.

Honor Guard functions on a day off or a normal workday:

In the event that participation in Honor Guard functions, including practice and travel, causes work in excess of scheduled shift (minimum eight (8) per day) or forty (40) hours per week on a normal workday it is agreed that employees are not entitled to any straight-time pay, overtime pay, or penalty pay for the excess hours. However, employees shall be entitled to compensatory leave at the straight-time rate for all hours worked in excess of scheduled shifts (minimum eight (8) hours per days) or forty (40) hours per week. Hours worked in excess of one hundred seventy-one (171) hours per twenty-eight (28)-day work period will be paid at the overtime rate. (See Article 17.1.4.)

Honor Guard functions on a day off:

In the event that participation in Honor Guard functions, including authorized practice and travel, occurs on a day off, employees agree they shall only be entitled to compensatory leave at the straight-time rate. Travel that occurs outside of normal working hours shall result in overtime eligibility only for the operator of the vehicle if the operator exceeds the one hundred seventy-one (171) hours provided for above.

It is further agreed that employees will not claim contract overtime or other payment for any shift adjustments that are made to accommodate participating in Oregon State Police Honor Guard activities. This Agreement will not set a precedent for any purpose other than specifically described herein. This Agreement terminates when a member resigns or is removed from the Honor Guard.

Date this 15th day of July, 1994.

_____/s/
Jim Botwinis, President
OSPOA

_____/s/
Eva Corbin, Manager
Labor Relations, State of Oregon

Reaffirmed and continued for the life of the 2009-2011 Contract.

LETTER OF AGREEMENT - 207K Waiver

The parties recognize the need to clarify their intentions regarding recent changes under SB 750 affecting amendments to ORS 279.340 and .342.

The Association recognizes that the Department has declared that all sworn employees of the Department, including those in the OSPOA who are overtime eligible under the FLSA, are subject to the 207K provision that provides for overtime after 171 hours within a twenty-eight (28)-day period.

The parties further recognize that the OSPOA members are paid overtime consistent with their collective Bargaining Agreement and that the contract may provide payments that are equal or more generous than the FLSA.

The amendments to SB 750, ORS 279.340 and .342, are understood and agreed to apply as follows for sworn members of the OSPOA:

The OSPOA expressly agrees that overtime shall be paid in accordance with the Collective Bargaining Agreement including the successor agreement currently in negotiation and the 1993-95 Collective Bargaining Agreement and under the 207K provisions of the Fair Labor Standards Act. To the extent ORS 279.340 provides a different basis for the calculation of overtime, the OSPOA expressly waives those provisions of ORS 279.340 as it applies to the 1993-95 Collective Bargaining Agreement and its successor currently in negotiations.

Dated this 24 day of January, 1996.

FOR THE OSPOA

/s/

J. A. Botwinis, President

FOR THE STATE

/s/

Eva M. Corbin, Labor Relations Mgr.

Reaffirmed and continued for the life of the 2009-2011 Contract.

MEMORANDUM OF UNDERSTANDING - Appropriate Interpretation

The parties to this Agreement are THE STATE OF OREGON ("State") and the OREGON STATE POLICE OFFICERS ASSOCIATION ("Association"). The parties wish to enter into this Memorandum of Understanding concerning questions which have arisen about the appropriate interpretation and application of provisions of the 1995-97 Collective Bargaining Agreement between the State and the Association.

In consideration of the mutual promises of the parties, and for other good and adequate consideration, it is hereby agreed as follows:

1. Nothing in this MOU is intended to change the conditions set forth in Team Directed Scheduling.

2. Under Article 14.6 of the Collective Bargaining Agreement, employees in a work group may vote to work a 4/10 shift subject to the Employer's reasonable operating needs. If the 4/10 schedule for certain members of the work group is not consistent with reasonable operating needs, the Employer has the right to deny the 4/10 schedule for the whole work group if such denial is based upon reasonable operating needs and/or to compel certain employee(s) to work a 5/8 work shift. If the Employer denies the 4/10 schedule for the entire work group because certain employee(s) must work a 5/8 shift, the Association has the right to file a grievance challenging that the denial of the 4/10 schedule is not based on reasonable operating needs.

a.) It is not the Employer's intention to deny a 4/10 schedule for other than operating needs. Additionally, under the principles of voluntary schedule adjustment set forth below, a member of a 4/10 work group could voluntarily agree to work a 5/8 work shift subject to supervisor's approval.

DATED this ____ day of _____, 2000.

_____/s/_____
Jim Botwinis, President
Oregon State Police Officers' Association

_____/s/_____
Eva Corbin, Deputy Administrator
Labor Relations, State of Oregon

Reaffirmed and continued for the life of the 2009-2011 Contract.

LETTER OF INTENT - Sick Leave/Domestic Partner

This Letter of Intent is entered into between the Department of Administrative Services and the Oregon State Police Officers Association.

This Letter of Intent is entered into on behalf of Oregon State Police and the OSPOA represented employees.

The parties agree that, for the purpose of Article 21.2 and 21.3, it is intended that OSPOA represented employees who have a domestic partner are eligible to use sick leave to provide assistance and/or care for the domestic partner provided the following criteria are met:

- a. Are at least eighteen (18) years of age;
- b. Share a close personal relationship and are responsible for each other's common welfare;
- c. Are each other's sole domestic partner;
- d. Are not married to anyone nor have had another domestic partner within the prior six (6) months;
- e. Are not related by blood closer than would bar marriage in the State of Oregon;
- f. Have jointly shared the same regular and permanent resident for at least six (6) months;
- g. Are jointly financially responsible for basic living expenses defined as the cost of food, shelter, and any other expenses of maintaining a household.

Reaffirmed and continued for the life of the 2009-2011 Contract.

LETTER OF AGREEMENT
Recognition of the
Physical/Electronic Security Technician (PEST) 1 Classification
in the Fleet Management Unit

This letter is to confirm that the State will recognize OSPOA's representation of the Physical/Electronic Security Technician 1 classification in the Fleet Management Unit. This voluntary recognition is because of the deletion of the previously recognized Trades Maintenance Worker and Coordinator classes and the addition of the Physical/Electronic Security Technician 1 classification as a successor classification. The positions are those recognized by ERB in UC-13-96.

This recognition does not extend to Physical/Electronic Security Technician 1 positions in other units whose classified employees are represented by other unions.

LETTER OF AGREEMENT
New Class Allocation of TMW 2s and TM Coordinator

Effective July 1, 2007, all employees in Trades Maintenance Worker 2 positions will be moved to the new Physical/Electronic Security Technician 1 classification pursuant to the implementation procedure set forth in Article 25.3.

Effective July 1, 2007, the Trade Maintenance Coordinator in position number 0007008 (Install Shop Foreman) will be moved to the new Physical/Electronic Security Technician 1 classification.

LETTER OF AGREEMENT - Article 14.13 Flexible Work Hours - INTENT NOTE

Section 14.13.3 (Configuration) is intended to mean that a workday is based on 8 (eight) hours minimum. The flexible schedule allows for more or less than 8 (eight) hours per day as the weekly schedule progresses. Example: On Monday the member works 15 hours and on Tuesday 8 hours. Friday indicates a scheduled day of 15 hours with the Governor. Assuming that the Governor’s schedule could change on Friday, that day is assumed to be an 8 hour day. There are now a total of 31 hours in three days, leaving 9 hours of work for Wednesday and Thursday. Unless needed, those two days may not necessarily be 8 hour days.

Section 14.13.4 (Termination) is intended to work the same as under the Team Directed Scheduling process.

_____/s/
11/6/00

_____/s/
11/6/00

Eva Corbin, Deputy Administrator

Jim

Botwinis, OSPOA

Reaffirmed and continued for the life of the 2009-2011 Contract.