

# ODOT Agency Specific Agreement



## Reporting In

The current reporting-in language specifies the number of miles of travel that may be required to reach a report-in location. Specifically, the report-in location for ODOT field employees shall be the particular project to which they are assigned or thirty (30), miles from the employees residence whichever is less. This will be the case even when employees are on temporary working assignment to construction.

Field employees for purposes of this Section will include Project Inspectors, Highway Technician 3's and 4's and other construction personnel assigned to construction projects who do not have the district office as a normal report-in location.

Highway Technicians 2's who are assigned to a construction project which is farther from home than their normal report-in location, shall be compensated for any additional travel time and/or mileage incurred.

This language supersedes all memoranda of understanding, amendments, letters of intent, or any other mutually agreed to provisions.

If employees live outside the District to which they are attached, the calculation of the above mileage and additional travel time will not start until they reach the District line.

## Overtime Policy

In the prior agreements, as in this tentative agreement, Article 13.07 gives agency labor management teams the authority to negotiate agency specific overtime agreements, including where shifts are used. Also, the Highway Technicians overtime process is included in the contract.

## Who Gets the Time

There has been a long-standing controversy about how to determine which people should be on overtime rosters. The problems stem from broad classification

specifications which cover more than one agency. The result has been, that in many cases, management has picked its favorites to do the work. To resolve this problem, the language was changed to distribute hours on a rotating basis among those who normally perform the work. Overtime work which contains duties that are common to a classification series shall be equitably distributed among those employees within the appropriate series of the roster. The overtime policy shall not apply to overtime work which is specific to his/her classification/position description, or specialized work assignment, or when he/she is required to finish a specific assignment.

The contract, further provides that if an employee believes that construction assignments were made on the basis of favoritism, the employee can write a letter of complaint to his/her respective deputy director. If the response is not satisfactory, the employee can write a letter to the Agency Deputy Director of Labor Relations.

Highway Maintenance Workers/Highway Technicians have preference over all other employees for snow and ice removal overtime. New canvass language provides that Highway Maintenance Workers/Highway Technicians will be placed on the snow and ice removal roster first.

The current contract adds certain classifications whose classification specifications requires snow and ice control to the appropriate overtime roster. These employees will be called immediately following Highway Maintenance Workers/Highway Technicians.

There are two auxiliary overtime lists during snow and ice removal for ODOT employees who do not normally perform such work. The first roster is for all other Unit 6 ODOT employees who are qualified to perform such work. Project Inspectors are placed on the list before bargaining unit 6 employees. The second roster will be for all other ODOT employees who are qualified to perform the

work. These auxiliary lists are not grievable, but if there is a substantial improper bypass of an employee overtime opportunity on the list, an employee can write a letter of complaint to the Agency Deputy Director of Labor Relations. The agreement provides that Unit 7 employees have preference over non-Unit 7 in construction.

### **How Hours are Recorded**

The new contract creates a new pilot district-wide electronic overtime roster that must be updated as soon as feasible after each overtime event, no later than each pay period. Also, snow and ice procedures are now a subject for district labor-management committees and, if unresolved, the issue may be submitted to the state-wide labor/management committee for resolution.

Overtime hours will be carried from project to project and assignment to assignment. Overtime opportunities worked outside an employee's position description and/or classification specification shall not be carried back to the employee's regular roster.

To resolve previous problems, if an employee is unavailable for any reason, he/she is charged with the hours refused. If an employee is on any type of leave and wants to be considered for overtime, they must inform the supervisor before they go on leave.

In construction, the State has made a commitment to equalize overtime hours.

Employees will carry back overtime from temporary working assignments.

Note: A bargaining unit member can be disciplined (if there are no extenuating circumstances) if an employee accepts overtime and does not report.

### **How the Roster is Maintained**

Another provision establishes that people are not dropped from overtime rosters after three "no response" contacts. However, each time an employee is called for overtime and he/she is not available, the employee will be charged as if the employee worked the overtime offered.

Under the agreement, to equalize overtime to the greatest extent, newly hired, promoted, demoted or laterally transferred employees will be added to rosters in their new work location, if they are qualified to do the job, with the

highest number of hours plus one additional hour.

The contract eliminates the voluntary overtime canvassing and return from canvass. Employees still have the right to refuse voluntary overtime.

Overtime rosters are revised annually to diminish accumulated hour totals. The employee with the lowest number of hours within a classification series will be reduced to zero, and all other employees within the classification series on the same roster shall be reduced by the same amount of hours. The agreement also provides that all Highway Maintenance Workers/Highway Technicians will be automatically placed on the appropriate roster for snow and ice control.

Overtime worked as an auxiliary snow and ice driver will not be carried back to the employee's regular roster.

### **Construction Overtime**

In construction, Unit 7 employees have preference over non-Unit 7 employees on the project they are assigned. The new contract gives priority to bargaining unit 7 employees over non-bargaining unit 7 employees within ten miles of their assigned project.

Also, the contract provides that all construction project inspectors will be rolled-back in April of each year on a district-wide basis. The contract requires that ODOT make every reasonable effort to equalize construction overtime and to consider overtime equalization when making construction project assignments. Also, the letter process has been eliminated.

### **Contacting Employees for Overtime**

Employees on an overtime roster must provide a telephone number. Employees are

able to leave a telephone number (other than their residence) where they can be reached.

The Agency will establish a phone log for verification of calls to employees for overtime. When there is a dispute concerning employees being contacted, the phone log will be used for verification.

### **Grievance Time Frames**

The time frame for grieving an overtime violation begins the first day following the posting of the roster in which the alleged violation is first shown. This limits the liability of the Employer.

The contract provides grievance rights to those employees who are required by classification specification to be on a mandatory snow/ice auxiliary list.

### **Consistent Charged Snow and Ice Overtime Refusals**

The contract provides that ODOT employees, whose classification specification requires the operation of heavy motorized equipment in order to remove snow and ice from highways and roadways, are expected to work overtime. Consistent charged refusals to work this "snow & ice" overtime may be grounds for discipline.

It is a condition of employment that Highway Maintenance Workers/Highway Technicians and certain other classifications work "snow & ice" overtime. ODOT has had the right to mandate that these employees work this overtime by inverse seniority since the 1986 Contract, but has rarely used that right. This provision is not new, it is a clarification of a right management has always had. It is important that ODOT employees provide snow and ice control when called upon to do so because it reduces the chances that management will give that work to intermittents or try to contract our snow and ice control work out to private employers.

This language requires that the agency proves consistent refusals have taken place before any discipline process can start, and must allow for extenuating or mitigating circumstances.

The Union filed a statewide grievance on the application of this language by the ODOT Districts. The arbitrator, at step 4, mediated the grievance successfully resulting in guidelines that afford fairness for our members. The agency cannot discipline any employee who works 75% of the snow and ice overtime opportunities. Stated another way, employees must refuse four overtime opportunities and 25% of the opportunities offered, before the agency can consider discipline. And again, the agency must allow for extenuating or mitigating circumstances. The agency must abide by federal and state law, allowing employees to refuse overtime

who possess CDLs who experience and can prove legitimate fatigue that in his/her judgment would make for unsafe operation of snow and ice equipment.

snow and ice overtime refusal should be coded as RL and shall not be included as refusals subject to discipline as long as the amount of leave taken is a minimum of eight (8) hours. These guidelines should be posted and/or made available to all employees covered under the agreement.

### **Auxiliary Volunteers**

Qualified Employees denied opportunity to be placed on snow/ice auxiliary lists may file a grievance to Step 3.

### **Snow / Ice Operations**

District Labor/Management Committees must meet by October 1 of each year to devise Snow/Ice operations shifts. If unable to resolve; issue is taken to Statewide Labor/Management Committee for resolution Employees cannot work in excess of 16 consecutive hours unless prior approval from appropriate management representative is obtained in advance.

### **Temporary Working Assignments**

The temporary working assignment provision allows for bargaining unit members to know what positions are available for transfer. The contract enhances the role of seniority in this process and diminishes management abuse of the transfers. Also, automatic notice of temporary working assignments must be provided to the ODOT District Steward. Also, transferred employees are not limited to a 4% increase and will be placed in the proper step when placed into a classification with a higher pay range.

### **How Temporary Working Assignments are Made**

Prior to the implementation of temporary working assignment a full list of positions to which transferred employees may be assigned shall be posted.

Employees who have been selected by ODOT for a temporary working assignment are canvassed in state seniority for order for the

positions on the list, provided that the employees possess the minimum qualifications for the positions.

If a temporary working assignment is complete, the employee may first volunteer or then be assigned to a remaining temporary working assignment on the original list until the employee is needed in his/her original position.

Unit 7 employees on temporary working assignment shall have the right to request in writing to be assigned project work which becomes available prior to the completion of the temporary working assignment. Project Inspectors will be assigned project work prior to other employees to be placed on temporary working assignments unless waived in writing.

### **County Maintenance Shift Assignments**

The contract provides that seniority shall be used when county maintenance shifts, which exceed ten working days, are established by ODOT. Qualified volunteers will be requested and, if there are more volunteers than shift positions, then state seniority will be the determining factor. If the need for volunteers is not met, then inverse seniority will be used to fill the vacant shifts.

### **Notice**

Employees have five (5) days notice of the transfer.

### **Reporting In**

Employees assigned as field employees shall have the field employee report-in location. Field employees are project inspectors or other construction personnel assigned to construction projects who do not have the district office as normal report-in location.

Employees who volunteer for a position that is farther than their normal report-in location shall not have additional travel time counted as hours worked. However those who are required to accept assignments farther than their normal report-in location shall have additional travel time counted as hours worked.

### **Temporary Working Assignment Protections Maintained**

Under the language, those on temporary working assignment have the following protections:

- 1) If an employee works in a higher class, he/she receives the pay of that class.
- 2) No employee temporarily transferred as a temporary working assignment employee shall be transferred for more than 1250 hours unless mutually agreed to by the employee and the Agency Head or designee and ODOT District Steward.
- 3) Any employee on temporary transfer will be asked to work overtime only after all unit 6 employees have been asked.
- 4) Temporary working assignments may not be used to avoid filling permanent vacancies.

### **Call back**

In the 1994 agreement, call back language was modified for employees called in for snow and ice removal. An employee called in for snow and ice removal to work a time period abutting his/her shift will be paid a minimum of one hour at the overtime rate of pay, but all employees may refuse this overtime.

The new contract increases the pay for the time worked that does not about the regular shift where the employee does not work the full two and a half (2 ½) hours. The new language results in 15 minutes more pay.

Employees scheduled overtime of at least two hours that is cancelled by a contractor or the employer will result in the employee being guaranteed two hours of overtime for showing up.

### **Limitation to Permanent Relocation**

The provision relating to permanent relocation in Article 17.09 does not apply to ODOT employees. However, if it appears that the transfer within a county has not been made for operational need, a grievance may be filed at Step 2 and taken to Step 3.

### **Allowances**

Pay supplements under certain circumstances have been established for aircraft pilots and mechanics. Mechanics have been provided a tool and (where applicable) uniform allowance.

The agreement adds Auto Body Repair Workers to tool allowance and uniforms. Also, the agreement adds machinists and welders to uniform allowance. The uniform allowance is \$150 per year.

### **Cross Trainings**

In each district the employer and the union may agree to cross training programs, but only where the union agrees.

### **Movement of Highway Technicians**

Highway Technicians 1, 2 and 3 who apply for posted Highway Technicians 1 positions will be considered for a lateral transfer before the agency may hire an outside applicant.

A new expedited Highway Technician transfer process allows for movement from county to county and, if approved, from district to district once a year.

### **Highway Technician Memorandum of Understanding**

New contract contains changes to Highway Technician Memorandum of Understanding on training and certifications designed to reward seniority.

A new classification was created, Highway Technician Equipment Specialist (HTES) which will initially be used on special project crews.

The Highway Technician Dispute Resolution Committee will continue to expedite resolution of disputes arising out of the Highway Technician Memorandum of Understanding, with unresolved disputes arbitrated within sixty (60) days.

### **Automotive Mechanic & Technician Committee**

New contract creates Auto Mechanic and Technician Committee that explores funding sources for training for mechanics and review of classification series.

### **Highway Technician 4 Respiratory Testing**

New contract protects job security for those HT4's who fail Respirator tests. Former language and arbitration decisions dealt placed on leave without pay or demoted until license is returned and will receive a 10 day suspension and a three year last chance agreement. Upon return of driving privileges, the employee will return to original

harshly with employees who lost licenses, certifications and qualifications to perform essential functions of a job.

New contract gives employees who fail respirator tests up to ninety (90) days to obtain medical clearance for respirator usage. Failure to obtain medical clearance will result in demotion not discharge.

### **Safety on Construction Projects**

The current contract establishes drug-free safety-sensitive construction work zones, which correspond to similar private sector required zones.

Testing will be in accordance with the rights contained in Appendix M and has been reviewed by the OCSEA legal staff. Testing will be limited to 10%.

Training will be provided for any newly identified construction safety-sensitive personnel.

### **Probationary Period**

New-hires serve a one-year probationary period. This does not apply to current ODOT employees.

### **Suspension/Disqualification of Operators or CDL Licenses**

All employees required to maintain operator's or CDL licenses who are suspended for less than 30 days will be required to utilize appropriate leaves and will receive a 5 day paper suspension with a two year last chance. Those suspended 30 to 120 days will be, at management's discretion,

classification.

Those suspended over 120 days will be terminated. In the prior contract, employees suspended over 30 days would be terminated.

### **Memorandum of Understanding**

New Contract lists all existing, operating MOU's

### **Non-permanent HT's or HMW**

New contract creates new category of

ODOT temporary employees who pay union dues.

This provision is designed to limit the use of temporary state workers.

# OCSEA

AFSCME Local 11 - AFL-CIO

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