

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SEIU LOCAL 503, OREGON PUBLIC EMPLOYEES UNION

AND

OREGON PUBLIC BROADCASTING

2007 - 2010

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AGREEMENT

ARTICLE 1 - PARTIES TO THE AGREEMENT

This Agreement is entered into between SEIU Local 503, Oregon Public Employees Union (Union), and Oregon Public Broadcasting (Employer).

ARTICLE 2 - RECOGNITION

The Employer recognizes the Union as the exclusive representative for all job classifications shown in Appendix A, and any newly created classifications whose primary community of interest is with those job classifications, and excluding temporary employees, supervisors, confidential employees and guards, as defined by the National Labor Relations Act.

ARTICLE 3 - TERM OF AGREEMENT

This Agreement takes effect on the date of its ratification by the bargaining unit and continues in effect to and including June 30, 2010. If either party wishes to amend or terminate this Agreement, written notice shall be given to the other party not less than sixty (60) calendar days prior to the termination date.

ARTICLE 4 - COMPLETE AGREEMENT/PAST PRACTICES/SEPARABILITY

Section 1. This contract incorporates the sole and complete agreement between the Employer and the Union resulting from these negotiations. The Union 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 or as otherwise required in this Agreement. The Employer agrees that during the term of this Agreement it may not unilaterally change employee wages, hours, or working conditions, including past practices, as they have been established and practiced at OPB.

Section 2. If any provision of this Agreement is declared invalid by any court of competent jurisdiction or administrative agency or made illegal through enactment of applicable statute or regulation, that provision will cease to have any effect. The remainder of the Agreement will remain in full force and effect. The invalid provision shall be subject to renegotiation by the parties within a reasonable period of time by a request from either party.

ARTICLE 5 - NO STRIKE OR LOCKOUT

The Employer agrees that during the term of this Agreement, the Employer shall not cause or permit any lockout of employees from their work. In the event an employee is unable to perform his/her assigned duties because equipment or facilities are not available due to a strike, work stoppage or slowdown by any other employees, such inability to provide work shall not be deemed a lockout.

During the term of this Agreement, other than for a mid-term opener, the Union shall neither cause nor counsel members of the bargaining unit to strike, walk out, slowdown or commit other acts of work stoppage.

Upon notification in writing from the Employer to the Union that certain bargaining unit employees covered by this Agreement are engaging in strike activity in violation of this Article, the Union shall use its best efforts to cause the striking employees to return to work immediately. Such action by the Union shall not constitute an admission that it has caused or counseled such strike activity.

ARTICLE 6 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

The Union recognizes that the Employer has the obligation of serving the public with the highest quality of services, efficiently and economically. Therefore, except as specifically limited, abridged or relinquished by the terms and provisions of this Agreement, the Union recognizes that the Employer maintains various residual rights, such as to operate and manage the station facilities, including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct employees and to determine working schedules and job assignments; to add or delete positions; to determine the material and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to subcontract or discontinue work for economic or operational reasons; to select and hire employees; to transfer employees; to promote and demote employees; to discipline and/or discharge employees for cause; to lay off employees for lack of funds or work, and to recall employees; to require reasonable overtime work of employees; to promulgate rules, regulations and personnel policies, provided such right shall not be exercised as to violate any of the specific provisions of this Agreement, including Article 4, Complete Agreement/Past Practices/Separability.

ARTICLE 7 - UNION RIGHTS

Section 1. Rights/Obligations.

- (a) The Union and the Employer agree that there must be mutual respect for the rights and obligations of the Union and the Employer and the representatives of each.
- (b) Employees covered by the Agreement are at all times entitled to act through a Union representative in taking any grievance action under this Agreement.
- (c) Once a bargaining unit member files a grievance, the employee shall not be required to discuss the subject matter of the grievance without the presence of the Union representative if the employee elects to be represented by the Union.

Section 2. Union Organizer Visitations. Union organizers, with approval from a responsible manager, shall be allowed reasonable contact with bargaining unit members on Employer facilities. The purpose of these visits will be to meet with Union Stewards, with employees or management regarding any actions or procedures under this Contract, including but not limited to, employee grievances per Article 13, Grievance and Arbitration Procedure. The Union organizer will have the right to contact any represented employee in their workplace as long as it does not interfere with the normal flow of work (e.g., lunch hour, break, before and after work shifts; any contact during work time will be minimal). The Union agrees to provide the Employer with a list of authorized organizers.

Section 3. Building Use. Employer facilities may be used for Union activities so long as the facility is available, advance approval has been obtained from the Employer, and proper scheduling has been arranged. This use cannot result in disruption of work or damage to the Employer's property or premises. Union activities covered by this section include meetings related to negotiations, grievance handling, and routine Union functions but do not include activities related to organizing unrepresented employees or to economic self-help efforts such as a strike, picketing, or boycott of the Employer.

Section 4. Bulletin Boards. The Employer shall allow the use of reasonable bulletin board space for communicating with employees. Union material shall not be displayed in the work area except in the designated bulletin board space.

Section 5. Union Steward Representation. The Employer agrees that a Union Steward system exists for employee representation available to all employees covered by this Agreement and also agrees to respect that when the employee is acting in his/her role of Steward, the relationship is different from that of supervisor and employee.

Section 6. Union Stewards will be allowed to wear Union Steward identification during working hours as long as it is not disruptive. Union Stewards shall be given reasonable time off during regularly scheduled working hours without loss of pay (totaling no more than four (4) hours per week or four (4) hours per grievance) for:

- (a) Investigating and processing grievances;
- (b) A meeting not to exceed twenty (20) minutes with a grievant related to the grievance.

Section 7. New Employee Orientation.

(a) If the Employer conducts a group orientation for new employees, a Union representative will be granted reasonable time to introduce him/herself, the Union and the collective bargaining agreement. If the Union representative is an employee of the Employer, the employee shall be given time off with pay for time required to make the group presentation. The Employer will provide the Union with reasonable notice of place and time for group orientation of new employees.

(b) If a group new employee orientation is not furnished by the Employer, the new employee's supervisor shall schedule, upon request a time during working hours for a Union representative to orient the new employee(s).

(c) The Employer shall furnish the Local Union President with a monthly list of newly hired bargaining unit members.

Section 8. List of Union Representatives. The Union shall provide the Employer with a list of the names of authorized Union Stewards and a list of authorized staff representatives and shall update those lists as necessary.

Section 9. The Employer agrees that there shall be no reprisal, coercion, intimidation or discrimination against any employee for protected Union activities. It is recognized that only certain protected activities are permitted during work hours.

Section 10. Consistent with operational needs, employees may take accrued personal leave, vacation leave, or unpaid leave of absence to attend Union meetings.

Section 11.

(a) Upon timely request, the Employer shall make available to the Union the latest copy of any bargaining unit employee statistical and expenditure reports relative to employment and benefits currently produced by the Employer which do not require manual or machine editing to remove confidential data or nonbargaining unit employee data. The Employer may charge the Union the reasonable copying cost.

(b) The Employer shall notify the Union of new employees hired into positions represented by the Union. The list shall contain the name, classification, date of employment, and work sites of the new employees and will be provided with the monthly dues and dues report.

Section 12. Dues Deduction.

(a) All applications for Union membership or dues cancellation shall be submitted by the employee to the Union. All applications for membership or dues cancellation which the Employer receives shall be promptly forwarded to the Union. Employee applications for Union membership or dues cancellation will be submitted by the Union to the Employer payroll office seven (7) working days prior to the first of each month for payroll deduction.

(b) Each month, the Employer will furnish to the Union the following information related to dues deductions and fair share:

Name of employee
Job classification
Social Security Number
Salary paid
Full-time or part-time status
Amount of dues deducted
Amount of fair share deducted
Designation of member or fair share payer

The Employer will make every effort to provide this information to the Union by the tenth of the month following the pay period. When available, the information will be provided on computer disk.

(c) The Employer shall continue to deduct dues from employees except when the employee requests cancellation of the dues deduction in writing.

(d) Upon return from leave of absence or leave without pay, the Employer shall reinstate the payroll deduction of Union dues from those workers who were having dues deducted immediately prior to taking leave.

Section 13. Fair Share.

(a) All employees in the bargaining unit who are not members of the Union shall make fair share payments in-lieu-of-dues to the Union.

(b) Fair share deductions shall be made in the first full month of employee service but shall not be made for any month in which an employee works less than thirty-two (32) hours. An employee shall have fair share deducted from his/her check for each month or part month in excess of thirty-two (32) hours they work thereafter.

(c) Bargaining unit members who exercise their right of nonassociation, only when based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, shall pay an amount of money equivalent to regular monthly Union dues to a nonreligious charity or to another charitable organization mutually agreed upon by the employee and the Union and such payment shall be remitted to that charity by the employee. At time of payment, notice of such payment shall simultaneously be sent to the Employer and the Union by the employee.

Section 14. Hold Harmless.

The Union shall indemnify and hold the Employer harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of Sections 12 and 13 of this Article.

Section 15. Other Deductions. Voluntary payroll deductions made to the Union for employee benefits will be submitted at the same time as regular dues deductions.

No later than the fifteenth of each month, the Union shall receive a benefit register for each benefit listing each employee, the amount deducted and the purpose of the deduction.

Section 16. Newly Created Classifications.

When a new job classification is created, at the request of the Union, the Employer will provide the Union with a copy of the job description for the classification. At the Union's request, the Union and the Employer will also meet to discuss the new classification. If the Union does not agree with the Employer's decision concerning whether the new classification is in the bargaining unit under Article 2, the Union may file a grievance under Article 13 of the Agreement.

ARTICLE 8 - CONTRACTING OUT

Section 1. The Union recognizes that the Employer has the management right, during the term of this Agreement, to decide to contract out work performed by bargaining unit members.

Such decisions shall, however, be made only after the Employer has conducted a feasibility study determining the potential costs and other benefits which would result from contracting out the work in question. The Employer agrees to notify the Union within one (1) week of its decision to conduct a feasibility study, indicating the job classifications and work areas affected. The Employer shall provide the Union with no less than thirty (30) days' notice that it intends to contract out bargaining unit work where the decision would result in displacement of bargaining unit members. During this thirty (30) day period, the Employer shall not finalize any contract and the Union shall have the opportunity to submit an alternate proposal. The notification by the Employer to the Union of the results of the feasibility study will include all pertinent information upon which the Employer based its decision to contract out the work including, but not limited to, the total cost savings the Employer anticipates.

Nothing in this Article shall prevent the Employer from continually analyzing its operation for the purpose of identifying cost-saving opportunities.

Section 2. If the Union's proposal would result in providing quality and savings equal to or greater than that identified in the management plan and is feasible from the standpoint of reasonable business practices, the parties will agree in writing to implement the Union proposal.

Section 3. Should any full-time bargaining unit member become displaced as a result of contracting out, the Employer and the Union shall meet to discuss the effect on bargaining unit members. The Employer's obligation to discuss the effect of such contracting does not obligate it to secure the agreement of the Union or to exhaust the dispute resolution procedure concerning the decision or the impact.

"Displaced" as used in this Article means when the work an employee is performing is contracted to another entity outside the Employer and the employee is removed from his/her job.

Section 4. Once the Employer makes a decision to contract out:

(a) It will make every reasonable effort to obtain the agreement of the contractor to hire employees displaced by the contract at the same rate of pay for a minimum of six (6) months subject only to "just cause" terminations. In this instance, the Employer will continue to provide the employees with six (6) months of health and dental insurance coverage unless coverage is available to the employee through the contractor.

(b) If the contractor does not hire the displaced employee, the Employer will place the employee elsewhere within OPB in a vacant position which the employee is qualified to perform which will last at least three (3) months or will pay the employee three (3) months' salary as severance pay. If the employee is laid off from that position, he or she will have rights pursuant to Article 39, Layoff. Salaries of employees placed in lower classifications will be red-circled. To the extent this Article conflicts with Article 27, Filling of Vacancies, this Article shall prevail.

(c) An employee may exercise his/her layoff rights pursuant to Article 39 if the employee finds the option in (a) or (b), as selected by the Employer, is unsatisfactory.

The employee must select layoff within five (5) calendar days pursuant to notification of (a) or (b) above.

ARTICLE 9 - NEGOTIATIONS PROCEDURES

Section 1. The Employer agrees to grant leave for up to three (3) employees to represent the Union for actual negotiating table time including caucuses, negotiation work sessions, and a reasonable number of membership meetings relating to negotiations by deduction in usage from the negotiations leave bank as established in Section 3 of this Article. The time will be paid time as long as Negotiations Leave Bank hours are available. Upon exhaustion of all Negotiations Leave Bank hours, the Employer agrees to donate on a one-time basis an additional total of twenty hours to the Negotiations Leave Bank. The Union agrees, as a prior condition to the release of employees from work, to notify the Employer in writing of its members designated as representatives for negotiations. The Employer further agrees to grant leave without pay to additional employees determined necessary by the Union to attend negotiating sessions to a maximum of two (2) additional employees per session. Negotiations will take place during normal business hours while negotiations leave bank hours are available. Once they have been exhausted, negotiations will take place after normal business hours unless otherwise agreed.

Should it become necessary for the Employer to replace an employee scheduled for swing or graveyard shift so as to permit that employee to participate in collective bargaining negotiations, the Union will either give the Employer six (6) workdays notice of the need to replace that employee or will reimburse the Employer for the penalty pay paid to the replacing employee.

Section 2. Ratification. It is understood that all tentative agreements at the table are subject to ratification by both parties.

Section 3. Negotiations Leave Bank. The parties further agree that employees hired into the bargaining unit, upon the completion of initial trial service, shall have their first hour of accumulated vacation leave deducted and applied to a Negotiations Leave Bank as soon as the leave becomes available for normal use. Negotiators will draw leave from the leave bank and be treated as if on paid leave time for purposes of pay and benefits, provided however, that negotiations leave time used is submitted in a timely manner to the Employer and is approved by a designated Union staff official as valid use. If time in the Negotiations Leave Bank is exhausted, the negotiation time will be unpaid. The Employer is not responsible for travel, per diem, overtime or other benefits beyond that which the employee would receive had the employee not attended bargaining sessions. Employees may make voluntary contributions of vacation leave to the Negotiations Leave Bank. The Employer will provide a statement to the Union bargaining team of available hours in the negotiations leave bank and instructions on how to claim those hours on their timesheets prior to the first bargaining session.

ARTICLE 10 - PERSONNEL RULES AND PRACTICES

Upon written request by the Union, the Employer will provide a copy of any written personnel rules or policies.

ARTICLE 11 - PERSONNEL RECORDS

Section 1. There shall be one (1) official personnel file for each employee.

Upon reasonable notice and at reasonable times and places, an employee may inspect the records, excluding any confidential reports from previous employers, in his/her official personnel file. With the employee's written authorization, his/her Union Steward may inspect the employee's official personnel file, consistent with the time requirements provided herein.

No grievance material shall be kept in an employee's official personnel file.

Section 2. No information reflecting critically upon an employee except notices of discharge shall be placed in the employee's official personnel file that does not bear the signature of the employee. The employee shall be required to sign material to be placed in his/her official personnel file provided the following disclaimer is attached:

"Employee's signature confirms only that the supervisor has discussed and given a copy of the material to the employee. The employee's signature does not indicate agreement or disagreement with the contents of this material."

If an employee is not available within a reasonable period of time or refuses to sign the material, the Employer may place the material in the file with verification of the employee's refusal or unavailability. A copy will be delivered to the employee either personally at work or by mail to the employee's last known address.

Section 3. Employees shall be entitled to attach a written response to any critical material placed in his/her official personnel file.

Section 4. Discipline shall be removed from the file provided there has been no recurrence of the problem or additional discipline more severe than two (2) written reprimands in accordance with the following schedule:

Discipline less than suspension - after three (3) years
Greater discipline - after seven (7) years

Material relating to disciplinary action recommended, but not taken or disciplinary action which has been overturned and ordered removed from the official personnel file(s) on final appeal, shall be removed.

Incorrect material will be removed, upon request, from an employee's personnel file.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

Section 1. The principles of progressive discipline shall be used when appropriate. Discipline shall include, but not be limited to: written reprimands; denial of an annual performance pay increase; reduction in pay; demotion; suspension and dismissal. Discipline shall be imposed only for just cause.

The Employer will make a good faith effort to have the following statement appear on all disciplinary notices more severe than a written reprimand:

If you choose to contest this action you have a right to be represented by the Union and you must file an appeal within thirty (30) calendar days from the effective date of this action in accordance with Article 13, Grievance and Arbitration Procedure.

Failure to include this notice will not void the disciplinary action.

Section 2. A written predissmissal notice shall be given to a regular status employee who is being considered for dismissal. Such notice shall include the then known complaints, facts and charges, and a statement that the employee may be dismissed. The employee shall be afforded an opportunity to refute such charges or present mitigating circumstances to the Employer orally or in writing at a reasonable time and date, which will be set forth in the notice and which will be at least two (2) of the affected employees working days after receipt of the notice. The employee shall be permitted to have a Union representative present. At the discretion of the Employer, the employee may be suspended with or without pay or be allowed to continue to work as specified in the predissmissal notice.

Section 3. Employees in initial trial service shall have no right to appeal dismissals under this Article. Employees in trial service as a result of promotion who are returned to their former classification shall have no right of appeal under this Article for such removal. However, an employee in trial service as a result of promotion who is dismissed or who is demoted to a classification lower than the employee's prior classification may appeal the dismissal or demotion under this Article.

Section 4. Upon request, an employee shall have the right to Union representation during an investigatory interview that an employee reasonably believes will result in disciplinary action. The employee will have the opportunity to consult with a local Union Steward or Union organizer before the interview, but such designation shall not cause an undue delay.

ARTICLE 13 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Grievances are defined as acts, omissions, applications or interpretations alleged to be violations of the terms or conditions of this Agreement.

Grievances shall be filed within thirty (30) calendar days of the date the grievant or the Union knows or by reasonable diligence should have known of the alleged grievance.

Grievances shall be reduced to writing, stating the specific Article(s) alleged to have been violated and clearly explaining the alleged violation(s), sufficient to allow processing of the grievance. Grievances shall be submitted at all steps of this procedure on the form identified as the Official Statement of Grievance Form. Once submitted, the Union shall not expand upon the original elements and substance of the written grievance.

All grievances shall be processed in accordance with this Article and it shall be the sole and exclusive method of resolving grievances.

Section 2. Time limits specified in this Article shall be strictly observed, unless either party requests a specific extension of time, which if agreed to, must be stipulated in writing and shall become part of the grievance record.

If at any step of the grievance procedure the Employer fails to issue a response within the specified time limits, it will be barred from raising timeline issues against the Union with regard to that grievance. If the Employer fails to issue a response within five working days after a specified time limit, the grievance will automatically be advanced to the next Step (but only up to Step 4) as described in Section 5 below. If the grievant or Union fails to meet the specified time limits, the grievance will be considered withdrawn and it cannot be resubmitted.

Grievance steps referred to in this Article may be waived by mutual agreement in writing. Such written agreements shall become part of the grievance file.

Section 3. When required by the Employer to investigate the grievance, any time spent by employee(s) to attend meetings during regular working hours, shall be considered as work time.

Section 4. Group Grievances. Group grievances shall specifically enumerate, by name, the affected employees, when known. Otherwise, the affected employees will be generically described in the grievance.

Section 5. Grievances shall be processed as follows:

Step 1. The grievant(s), with or without Union representation, shall submit the grievance except as otherwise noted to his/her immediate excluded supervisor. The supervisor shall respond in writing to the grievant(s) within fifteen (15) calendar days from the receipt of the grievance. In all cases, the grievant and his/her immediate excluded supervisor will attempt to meet within the thirty (30) day filing period in an attempt to resolve the grievance at the lowest possible level of management. Failure to meet will not invalidate the grievance.

Step 2. When the response at Step 1 does not resolve the grievance, the grievance must be submitted by the Union within fifteen (15) calendar days after the Step 1 response is due or received. The appeal shall be submitted in writing to the Department Head or his/her designee, who shall respond in writing within fifteen (15) calendar days after receipt of the Step 2 appeal. At this step, a meeting will occur between the Union and the Department Head or his/her designee. During the meeting, the Union will clearly explain its position, including confirming the specific Article(s) of the Agreement that it contends have been violated and explaining specifically and in detail how it believes the Article(s) have been violated.

Step 3. Failing to settle the grievance in accordance with Step 2, the appeal, if pursued, must be submitted by the Union to the President of the Employer or his/her designee within fifteen (15) calendar days after the Step 2 response is due or received. The President or designee shall respond in writing within fifteen (15) calendar days from receipt of the Step 3 appeal. At this step, a meeting will occur between the Union and the President or his/her designee.

Step 4. Grievances which are not satisfactorily resolved at Step 3 may be appealed to arbitration. If the Union intends to appeal to arbitration it will submit the appeal to the President

or his/her designee within forty-five (45) calendar days after the Step 3 response was due or received.

Section 6. Arbitration Selection and Authority.

(a) Within thirty (30) days of submitting a case to arbitration, the Union shall request from the Federal Mediation and Conciliation Service a list of five (5) arbitrators and the parties will select an arbitrator within five (5) days. If the parties have previously agreed to select from a standing panel of arbitrators, the Union will contact the Employer's Senior Vice President, Finance and Administration, within ten (10) days of the request to arbitrate to select an arbitrator. The parties will alternately strike from the list of qualified arbitrators, one (1) name at a time until only one (1) name remains on the list. He/she shall be accepted by the parties as the arbitrator. The toss of the coin shall determine which party will strike the first name. The parties will jointly or singly notify the arbitrator of his/her selection. Arbitration will thereafter commence on a date to be selected by the arbitrator.

(b) Upon request of either party, any grievance pending arbitration which is still unscheduled for hearing twelve (12) months after initial filing, will be given special mutual consideration, case by case, for arbitration using expedited procedures adopted by the American Arbitration Association and as modified by the parties.

(c) The arbitrator shall have the authority to hear and rule on all issues which arise over substantive or procedural arbitrability. Such issues if raised must be heard prior to hearing the merits of any appeal to arbitration.

Upon motion by either party to bifurcate the hearing on procedural or substantive arbitrability issues, the arbitrator will make the determination on bifurcation. Should the arbitrator choose to take the arbitrability issue under advisement and proceed with the merits, he/she shall issue a written decision on the arbitrability issue only should the issue be found to be nonarbitrable.

(d) The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties. The arbitrator shall issue his/her decision or award within thirty (30) calendar days of the closing of the hearing record. The arbitrator shall have no authority to rule contrary to, to amend, add to, subtract from, change or eliminate any of the terms of this Agreement.

(e) Fees and expenses of the arbitrator shall be split equally by the parties. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

Section 7. A grievant shall be granted leave with pay for appearance before the National Labor Relations Board or arbitration, including the time required going and returning to his/her office.

Section 8. No reprisals shall be taken against any employee for exercise of his/her rights under the provisions of this Article.

ARTICLE 14 - NO DISCRIMINATION

Section 1. It is the policy of the Employer and the Union to continue their policies not to engage in unlawful discrimination against any employee or applicant for employment because of race, color, marital status, religion, sex, national origin, age, mental or physical disability. Neither will the Employer discriminate based on sexual orientation.

Section 2. Sexual harassment is considered a form of sex discrimination and is prohibited in the workplace, regardless of whether the harassment is committed by the Employer, Union, other bargaining unit members, other employees of the Employer, independent contractors, or volunteers. Unwelcome sexual advances, requests for sexual favors and other deliberate or repeated unsolicited verbal or physical conduct of a sexual nature constitutes sexual harassment when:

(a) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;

(b) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or

(c) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Section 3. Complaints of discrimination in violation of this Article may be grieved under Article 13, Grievance and Arbitration Procedure, through Step 3. Because discrimination complaints can be submitted to the Bureau of Labor and Industries and the Equal Employment Opportunity Commission or other local, state, and/or federal agencies charged with enforcing civil, human, and workers rights laws, they cannot be submitted to arbitration, except as follows:

(a) Sexual harassment complaints;

(b) Complaints of discrimination on the basis of sexual orientation. However, at such time as state or federal law or regulation is changed so that a statutory appeal procedure exists to an agency such as the Bureau of Labor and Industries or EEOC, the right to arbitrate these complaints shall expire.

(c) Discipline or discharge appeals in which the grievant alleges a lack of just cause. Although the arbitrator can consider allegations of discriminatory motive, the issue to be addressed by the arbitrator is whether just cause is lacking, not whether discrimination occurred.

(d) If the Union, the employee and the Employer voluntarily agree to settle the discrimination complaint by submitting it to final and binding arbitration. When such an agreement is made, it will be reduced to writing and will specifically state that the effect of the agreement is that all parties are bound by the decision of the arbitrator and the discrimination complaint cannot be pursued in any other forum.

Section 4. In sexual harassment and sexual orientation cases, in addition to back pay and fringe benefits, relief sought through arbitration may include transfer, promotion and cease and desist orders.

Note: Timelines for filing legal actions are not suspended by filing a grievance under this Article. This note is for information only and is not a part of the Agreement.

ARTICLE 15 - AMERICANS WITH DISABILITIES ACT

The Union will cooperate with the Employer's efforts to make reasonable accommodations to employees with disabilities covered by the Americans with Disabilities Act. To that end, when a disabled employee requests an accommodation under that Act and the only reasonable accommodation would violate the Collective Bargaining Agreement, the Employer will so notify the Union. The Employer and the Union will meet to determine whether any rights established by this Agreement should be waived in order for the reasonable accommodation to be made.

ARTICLE 16 - DIFFERENTIAL PAY

Section 1. Special Duty Pay.

High Work Differential: When an employee is required to perform work more than twenty (20) feet directly above the ground or water and use of safety ropes, scaffolds, boatswain chairs or other similar safety devices are required for support, the employee shall receive a high work differential.

Rate: Sixty-five cents (\$0.65) per hour.

Section 2. Special Qualifications Pay.

Bilingual: A differential of two and one-half percent (2.5%) over base rate will be paid to employees in positions which specifically require and have been recruited for bilingual skills (i.e., translation to and from English to another foreign language) as a condition of employment. The interpretation and translation skills must be contained in an employee's individual position description.

Section 3. Shift Differential. Shift differential shall apply to all employees except temporary appointments and part-time employees working less than thirty-two (32) hours per

month. All employees shall be paid a differential of one dollar and ten cents (\$1.10) per hour for each hour or major portion thereof (thirty (30) minutes or more), worked between 6:00 p.m. and 6:00 a.m. and for each hour or major portion thereof worked on Saturday or Sunday.

ARTICLE 17 - SALARY

Section 1. When a market rate adjustment is made to the salary range for a position, if any employee's current salary is lower than the bottom of the adjusted range, that employee will be moved to the bottom of the adjusted range. If any employee's current salary is higher than the top of the adjusted range, that employee will be "red-circled" at his or her current salary until the adjusted salary scale surpasses the employee's salary.

Section 2. Increase in the Salary Scale. The salary ranges on Appendix A will be analyzed periodically in light of market data to determine whether they should be increased. That review will not result in any employee's salary being decreased.

Section 3. Annual Salary Increases. All employees covered by this Agreement who are not at or above the top of the salary range for their positions will receive salary increases during the term of this Agreement as follows: (a) a three percent (3%) salary increase effective July 1, 2007, and (b) a merit salary increase effective July 1, 2008, and July 1, 2009, in accordance with the terms of the performance review merit increase policy applicable generally to the employees of the Employer not covered by this Agreement, but not less than a two percent (2%) increase effective July 1, 2008, and a one percent (1%) increase effective July 1, 2009, and with not less than a three percent (3%) merit pool each year.

Section 4. Top of Salary Range Bonuses. An employee who is at or above the top of the salary range for the employee's position will not receive a salary increase. The employee will instead, however, receive a one-time three percent (3%) bonus payment effective July 1, 2007, and, effective July 1, 2008, and July 1, 2009, a one-time merit bonus payment at the same percentage rate as is used for merit salary increases of employees who are below the top of the salary range for their positions in accordance with the terms of the performance review merit increase policy applicable generally to the employees of the Employer not covered by this Agreement, but not less than a two percent (2%) bonus payment effective July 1, 2008, and a one percent (1%) bonus payment effective July 1, 2009, and with not less than a three percent (3%) merit pool each year. The bonus will be paid as a lump sum during the pay period when employees covered by this Agreement who are not at or above the top of the salary range for their positions first receive their salary increases, and the bonus will not increase the employee's base salary.

ARTICLE 18 - RETIREMENT

Employees covered by this Agreement will be entitled to participate in the TIAA-CREF retirement plan offered by the Employer in accordance with the eligibility and other terms of the plan. The Employer shall contribute in accordance with the terms of the plan an amount equal to the amount the Employer contributes for eligible employees not covered by this Agreement but not less than six percent (6%) of gross monthly salary for each employee covered by this Agreement who is a participant in the plan for the benefit of the individual employee.

ARTICLE 19 - SALARY ADMINISTRATION

Paychecks will be issued on the first of the month, unless payday falls on a Saturday, Sunday or holiday, in which case paychecks will be issued on the last working day of the prior month. If the Employer adopts a different payroll schedule, the parties will bargain over necessary adjustments in this section and in Article 20, Payroll Computation Procedures.

Section 2. When an employee is not scheduled to work on payday, the paycheck may be released early if it is available and if the employee has submitted a written request. The employee may not cash the paycheck before the normal release time.

Section 3. In the event of an emergency, the Employer may approve a written request by the employee for release before the designated payday of up to sixty percent (60%) of the employee's earned gross wages. An emergency is an unusual, unforeseen event or condition that requires immediate financial attention by the employee.

Section 4. When an employee is demoted for other than disciplinary reasons, the employee will retain his/her current salary. If the employee's current salary is above the top salary for the new classification, the employee's salary will be "red-circled" at his/her current salary until adjustments in the salary scale cause the scale to surpass the employee's salary.

Section 5. Upon promotion, the employee will be placed in the salary range for the new position, with at least a five percent (5%) salary increase.

Section 6. In the event of transfer to a position with the same salary scale or in the event of layoff and recall, the employee retains the same salary.

ARTICLE 20 - PAYROLL COMPUTATION PROCEDURES

Section 1. Regular full-time employees are paid a monthly salary for a work schedule which is equivalent to forty (40) hours a week. They will receive full benefits under this Agreement.

Section 2.

(a) Part-time employees are paid hourly determined by dividing the normal full time monthly salary for the position by 173.3.

(b) Part-time employees whose work hours are regularly scheduled (i.e. a predetermined schedule) shall be paid the same amount each month, with the monthly pay calculated by dividing the monthly work hours in the employee's normal schedule by 173.3. If the employee works additional hours beyond the normal schedule, the extra hours will be paid at the hourly rate calculated under Section 2(a) of this Article. If the employee works less than the normal schedule, a deduction will be made using the same hourly rate.

Section 3. Benefits for all part-time employees are pro-rated on a monthly or a pay period basis according to the ratio between the employee's work schedule and full-time

employment. The hours actually worked by the part-time employee that month are divided by the total non-overtime hours in the month for a full-time employee.

Section 4. For purposes of this Article, all time actually worked, holidays that fall within the employee's normal work schedule and all paid leave are considered hours worked.

ARTICLE 21 - INSURANCE

Section 1. Employees covered by this Agreement will be entitled to participate in the same medical and dental insurance plans offered by the Employer to employees not covered by this Agreement in accordance with the eligibility and other terms of the respective plans.

Section 2. Employer Contribution. The Employer will make payments toward the cost of the premiums for medical and dental insurance benefits in the amounts specified in this Article for each active employee covered by this Agreement who has at least eighty (80) paid regular hours in a month and who is eligible for medical and dental insurance coverage under the plans.

Section 3. Full-Time Employees.

(a) For active eligible full-time employees covered by this Agreement who have at least one hundred and twenty (120) paid regular hours in a month, the Employer will pay the same amount per month toward medical and dental insurance premiums as it pays for eligible full-time employees not covered by this Agreement who have at least one hundred and twenty (120) paid regular hours in a month, but not less than the amounts set forth below. For active eligible full-time employees who have less than one hundred and twenty (120) but at least eighty (80) paid regular hours in a month, the Employer will pay a prorated amount of the amount for full-time employees who have at least one hundred and twenty (120) paid regular hours in a month. This prorated amount will be based on the ratio of paid regular hours to full-time hours to the nearest full percent.

Coverage	Employer Payment
Employee Only:	\$395.00
Employee/Child(ren):	\$420.00
Employee/Spouse	\$475.00
Employee/Family:	\$635.00

(b) An employee may choose a medical and dental plan of greater or lesser premium cost. If an employee chooses a plan that totals less than the Employer's contribution, the Employee may receive cash back. If an employee chooses a plan that totals more than the Employer's contribution, the Employee may incur out-of-pocket monthly costs.

Section 4. Less-Than-Full-Time Employees.

For less-than-full-time employees (including part-time employees) who have paid regular hours in the month that are at least fifty percent (50%) of full-time hours, the Employer shall pay

a prorated amount of the amount for full-time employees. This prorated payment shall be based on the ratio of paid regular hours to full-time hours to the nearest full percent, except that less-than-full-time employees who have at least eighty (80) paid regular hours in a month shall receive no less than one-half (1/2) of the amount for full-time employees.

ARTICLE 22 - OVERTIME

Section 1. Definition of Time Worked. All time worked for which an employee is compensated at the regular straight time rate of pay.

Section 2. Overtime Work Definition. Overtime for employees working a regular work schedule is time worked in excess of eight (8) hours per day or forty (40) hours per workweek. Overtime for employees working a 4/10 or variable work schedule is time in excess of ten (10) hours per day or in excess of forty (40) hours per workweek. Time worked beyond regular schedules by employees scheduled for less than eight (8) hours per day or forty (40) hours per workweek is additional straight time worked rather than overtime until the hours worked exceed eight (8) hours per day or forty (40) hours per workweek. In a split shift, overtime is the time an employee works in a day after twelve (12) hours from the time the employee initially reports for work or in excess of forty (40) hours per workweek. For part-time employees, overtime includes time worked on the sixth and seventh consecutive days of work without a day off. For purposes of this Article, time worked includes telephone calls made to an employee or by an employee after his/her work shift for work-related purposes.

Notwithstanding the foregoing eligibility criteria, in cases where the application of reporting time changes or a "penalty" payment is appropriate, the rate of compensation shall be the straight time hourly rate of pay.

Section 3. Compensation. All nonexempt employees shall be compensated for overtime at the rate of time and one-half (1-1/2) their regular rate of pay. There shall be no "pyramiding" of overtime and penalty payments.

Section 4. Eligibility for overtime compensation.

(a) Overtime Eligible Positions. A position is exempt from overtime pay if it meets the requirements of the Fair Labor Standards Act (FLSA). The Employer may:

(1) schedule unilaterally up to forty (40) hours of unused compensatory time per employee per fiscal year, after prior notice of at least five (5) working days to the affected employees; and/or

(2) pay off in cash some or all of an employee's unused compensatory time once per fiscal year.

(b) Straight-time Eligible Positions. Employees who are exempt under the FLSA shall receive compensatory time off for authorized time worked in excess of eight (8) hours per day or forty (40) hours per week at the rate of one (1) hour off for one (1) hour of excess work time.

This compensatory time shall be utilized within the fiscal year earned or shall be lost, except when the scheduling has been extended by the Employer or as otherwise specified below. At ninety (90) days prior to loss of such compensatory time, employees shall be notified that they must use or lose the hours. Time earned in the last ninety (90) days may, at the discretion of management, be carried forward into the next fiscal year. However, such carry forward may not increase the total compensatory time that may be accrued in that year. If time off requests are denied for use of accrued leave before the year ends, these accrued hours will be paid in cash upon forfeiture. Employees will take all necessary steps to request use of compensatory time during the fiscal year.

(c) No overtime is to be worked without the prior authorization of management.

Section 5. Schedule Change. When a change of work schedule is requested by an employee and approved by the Employer, all forms of penalty pay shall be waived by the employee. When a change of work schedule is requested by an employee and approved by the Employer, overtime compensation for work over eight (8) hours per day, but not for work over forty (40) hours per week, associated with the changed schedule shall be waived.

Section 6. Record. A record of all overtime worked shall be maintained by the Employer.

Section 7. Scheduling and Use of Overtime.

(a) The Employer shall give as much notice as possible of overtime to be worked. In assigning overtime work, the Employer shall consider any circumstances which might cause such an assignment to be an unusual burden upon the employee. When such circumstances do exist, the employee shall not be required to work unless his/her absence would cause the Employer to be unable to meet its responsibilities.

(b) Overtime shall be distributed as equally as feasible each month among qualified employees customarily performing the kind of work required, and currently assigned to the work section in which the overtime is to be worked. Employees not required to work under Section 1 of this Article shall have the overtime foregone recognized for the sole purpose of equalization. The Employer shall maintain a record of all overtime worked and shall post this record monthly in each work section.

Section 8. Subject to operating requirements of the Employer, an employee shall have his/her choice of compensatory time off. If two (2) or more employees request the same period of time off and the matter cannot be resolved by agreement of the employees concerned, the employee having the greatest length of service within the Employer shall be granted the time off.

Section 9. If an employee works two (2) shifts without a twelve (12) hour break between shifts, the employee will be paid at the rate of time and one-half (1-1/2) for those hours worked in the second shift that occurs before the twelve (12) hour period has elapsed.

ARTICLE 23 - STANDBY DUTY

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

Section 2. An employee shall be on standby duty when required to be available for work outside his/her normal working hours.

Section 3. When a work site or duty station is also an employee's private residence during off-duty hours, time spent at home shall be considered standby duty only when the following conditions exist:

(a) The Employer requires that an employee be restricted to a work site or duty station for a specific period of time; and

(b) The employee is required and must be prepared to commence full-time work if the need arises.

Section 4. An employee shall not be on standby duty once he/she actually commences performing assigned duties and receives the appropriate rate of pay for time worked.

Section 5. No employee is eligible for any premium pay compensation while on standby duty except as expressly stated in this Article.

Section 6. Standby duty time shall not be counted as time worked in the computation of overtime hours worked but standby pay shall be included in the calculation of the overtime rate of pay.

ARTICLE 24 - TRAVEL ALLOWANCE

Section 1. The Employer's travel allowance policy has been developed with the Internal Revenue Service Regulations (Publication 535) as its primary framework. When an employee is required to travel overnight away from the city in which he or she is normally stationed, reasonable travel expenses will be paid in accordance with this Article. All travel and hotel/motel arrangements must be approved by the Employer in advance.

Section 2. The actual cost of hotel/motel accommodations will be paid directly to the hotel or motel by the Employer. A request for reimbursement to the employee of the hotel/motel expense will be granted when insufficient time is available for direct payment by the Employer to be arranged or where the hotel/motel refuses an Employer payment.

Section 3. The employee will be paid a meal allowance for each normal meal period which is fully included within the travel time, provided that the meal is not provided to the employee free of charge, for example, during a flight, and the meal is not included in charges already paid by the Employer. However, an employee will be reimbursed for the actual cost (up to the maximum stated below) that the employee spent on a meal that duplicates a meal provided on a flight. No more than three (3) meal allowances per day will be paid. Travel time is

determined by the time an employee leaves from and returns to the normal work station unless otherwise approved by the Employer. The normal meal period is:

Breakfast	6 - 9 a.m.
Lunch	11 a.m. - 2 p.m.
Dinner	5 - 7 p.m.

Section 4. The amount of the meal per diem will be determined using the Federal High-Low schedule. In exceptional circumstances, a higher meal allowance can be approved.

Section 5. Noncommercial Allowance for Lodging. When commercial lodging is not feasible and with supervisor approval, employees assigned to overnight travel who do not use commercial lodging shall receive an unreceipted allowance of twenty dollars (\$20.00) per day.

Section 6. When the employee is travelling outside the State of Oregon for more than fifteen (15) consecutive days, the employee will receive an additional three dollars (\$3.00) a day to defray expenses.

Section 7. When a full-time employee is directed to travel away from the city of his or her normal work station for at least one-half (1/2) of his/her regularly scheduled work shift and including two (2) or more hours beyond the end of the work shift, but does not stay overnight, the employee shall receive an allowance of ten dollars (\$10.00) to cover expenses and will not receive a meal allowance.

Section 8. When an employee is assigned or receives approval to attend a conference which includes a meal, the Employer will reimburse the cost if the meal is not included in the Employer-paid registration fee.

Section 9. The Employer will reimburse the employee for other reasonable and necessary business expenses, such as business telephone calls, telegrams, ground transportation, postage, registration fees, taxes on lodging, emergency equipment or supply purchases. The Employer will also reimburse the cost of one personal telephone call of reasonable length (normally three (3) minutes) to the employee's residence for each two days of overnight travel. For employees travelling more than ten (10) days, the employer will reimburse the cost of one (1) personal telephone call of reasonable length for each day beyond the first ten (10).

Section 10. Expense reimbursement requests and supporting receipts for expenses other than personal meals will be submitted as soon as possible after the travel and on a form provided by the Employer.

ARTICLE 25 - MILEAGE REIMBURSEMENT

Section 1. No employee shall use his/her private vehicle or a rental car in the pursuit of official business without the specific authorization of the Employer. An employee, when authorized to use his/her private vehicle, shall be reimbursed at the IRS mileage rate.

Section 2. An employee may be required to use his/her personal vehicle for short or nonrecurring trips or when such use was a condition of employment.

Section 3. The Employer will continue to carry insurance which augments employees' personal automobile policies for injury to other persons and property damage resulting from work-related accidents and for theft of Employer property.

ARTICLE 26 - PENALTY PAY

Section 1. Call Back Compensation.

(a) Call back is an occasion where an employee has been released from duty and is called back to work prior to his/her normal starting time. On such occasions, the employee's scheduled or recognized shift shall be made available for work, except that the Employer shall not be obligated to work the employee more than twelve (12) consecutive hours and the employee may choose not to work more than twelve (12) consecutive hours, excluding meal periods, of combined call back time and regular shift time.

(b) An employee who is called back to work outside his/her scheduled work shift shall be paid a minimum of the equivalent of two (2) hours pay at the overtime rate of pay computed from when the employee actually begins work. After two (2) hours work, in each call back situation, the employee shall be compensated at the appropriate rate of pay for time worked.

(c) This provision does not apply to telephone calls at home or overtime work which is essentially a continuation of the scheduled work shift.

Section 2. Reporting Compensation.

(a) Reporting time is the time designated or recognized as the start of the daily work shift or weekly work schedule.

(b) An employee's reporting time may be changed two (2) hours earlier or two (2) hours later, or less, without penalty, if the employee is notified a minimum of twelve (12) hours before the next regularly scheduled reporting time. If the employee's reporting time is changed without proper notice, the employee shall be entitled to a penalty payment of fifteen dollars and fifty cents (\$15.50).

(c) An employee's reporting time may be changed more than two (2) hours, earlier or later, without penalty, if the employee is notified a minimum of five (5) workdays in advance. If the employee's reporting time is changed without the required notice, the employee shall be entitled to a penalty payment of twenty-two dollars and fifty-five cents (\$22.55). The penalty payment shall continue until the notice requirement is met or the employee is returned to his/her reporting time(s), whichever occurs first.

Section 3. Show Up Compensation. An employee who is scheduled for work and reports for work, except for situations addressed in Article 54, Inclement Conditions, and is released from work shall be paid the equivalent of two (2) hours pay at the appropriate rate. When an employee actually begins his/her scheduled shift, the employee shall be paid for the remainder of the scheduled shift.

Section 4. Modification of Work Schedule. When a change of work schedule is requested by an employee and approved by the Employer, all forms of penalty pay shall be waived by the employee. When a change of work schedule is requested by an employee and approved by the Employer, overtime compensation for work over eight (8) hours per day, but not for work over forty (40) hours per week, associated with the changed schedule shall be waived.

Section 5. Consecutive Workday Penalty. If a full-time employee is required to work more than five (5) consecutive days in a row without a day off, and if not in overtime status, the employee will receive a daily penalty of fifty dollars (\$50.00) for each consecutive day after five (5). With the approval of the supervisor obtained before the sixth consecutive day is worked, a part time employee is eligible for this penalty during time periods that the part time employee is working on a full time basis.

ARTICLE 27 - FILLING OF VACANCIES

Section 1. Vacancies will be filled based on merit principles with a commitment to upward mobility. The Employer retains all rights except as limited in this Article to determine the method(s) of selection and to determine the individuals to fill vacancies.

Section 2. In accordance with ORS 659A.043, the return rights for employees who have had an on-the-job injury or illness will take precedence over all other options in filling vacant positions.

Section 3. Any vacancy to be filled shall next be filled by recalling the most senior employee on the layoff list who held that job classification at the time of layoff.

Section 4. All promotional opportunities, transfers, new positions, and vacancies which are to be filled shall be publicized internally by posting a notice on appropriate bulletin boards in all offices.

Section 5. Employees who apply for an announced vacancy will be given first consideration, including interviews for viable candidates, prior to interviewing external applicants.

Section 6. If two (2) applicants under consideration are determined by the Employer after a good faith review of experience, education, and other relevant factors, to be substantially equal, preference shall be given to the internal applicant or, if both applicants are internal, to the person who has the greatest length of service with the Employer.

ARTICLE 28 - RETURN TO BARGAINING UNIT POSITIONS

Under no circumstances can management employees displace bargaining unit members in conjunction with layoff, return to bargaining unit positions, or any other form of demotion.

ARTICLE 29 - TRIAL SERVICE

Section 1. Each employee appointed to a position in the bargaining unit by initial appointment or promotion shall, with each appointment, serve a trial service period.

Section 2. The trial service period is recognized as an extension of the selection process and is the time immediately following appointment and shall not exceed six (6) full months.

Section 3. Trial service may be extended in instances where a trial service employee has been on a cumulative leave without pay for fifteen (15) days or more and then only by the number of days the employee was on such leave.

Section 4. An employee may be dismissed during initial hire trial service or returned to the prior classification during trial service after a promotion when, in the judgment of the Employer, the employee is unable or unwilling to perform his/her duties satisfactorily or his/her habits and dependability do not merit continuance.

Section 5. An employee who is transferred to another position in the same classification or a different classification at the same or lower salary level shall complete the trial service period by adding the service time in the former position. However, the employee must serve at least three (3) months' probation in the last position.

ARTICLE 30 - JOB SHARING

Section 1. "Job sharing position" means a full-time position that may be held by more than one (1) individual on a shared time basis whereby each of the individuals holding the position works less than full time.

Section 2. Job sharing is a voluntary program. Any employee who wishes to participate in job sharing may submit a written request to his/her supervisor. The Employer shall determine if job sharing is appropriate for a specific position and will select employees for job share positions. Where job sharing is determined appropriate, the Employer agrees to provide written notification to all job share applicants of available job share positions in their office.

Section 3. Job sharing employees shall accrue vacation leave, sick leave and holiday pay based on a prorate of hours worked in a month during which the employee has worked thirty-two (32) hours or more. Individual salary review dates will be established for job share employees.

Section 4. Job sharing employees shall be entitled to share the full Employer-paid insurance benefits for one (1) full-time position based on a prorate of regular hours scheduled per week or per month, whichever is appropriate. In any event, the Employer contribution for insurance benefits in a job share position is limited to the amount authorized for one (1) full-time employee. Each job share employee shall have the right to pay the difference between the Employer-paid insurance benefits and the full premium amount through payroll deduction.

Section 5. If one (1) job sharing partner in a job sharing position is removed, dismissed, resigns or otherwise is separated from service, the Employer has the right to determine if job sharing is still appropriate for the position. If the Employer determines that job sharing is not appropriate for the position or the Employer is unable to fill the job share position, the remaining employee shall have the right to assume the position on a full-time basis. Upon approval of the Employer, an employee who is unwilling to work full time, but who is left in a partially filled job share position that the Employer wants to fill on a full-time basis, may elect to transfer to a

vacant part-time position in the same classification or to voluntarily demote. If the above conditions are not available or acceptable, the employee agrees to resign.

ARTICLE 31 - PERSONAL LEAVE DAYS

Section 1. All employees after completion of initial trial service shall be entitled to receive personal leave days in the following manner:

(a) All full-time employees shall be entitled to sixteen (16) hours of personal leave with pay each fiscal year;

(b) Part-time and job share employees shall be granted such leave in a prorated amount of sixteen (16) hours based on the same percentage or fraction of month they are hired to work, or as subsequently formally modified, provided it is anticipated that they will work 1040 hours during the fiscal year.

Section 2. Should any employee fail to work 1040 hours for the fiscal year, the value of personal leave time used may be recovered from the employee.

Section 3. Personal leave shall not be cumulative from year to year nor is any unused leave compensable in any other manner.

Section 4. Such leave may be used by an employee for any purpose he/she desires and may be taken at times mutually agreeable to the Employer and the employee.

ARTICLE 32 - SICK LEAVE

Section 1. Sick Leave with Pay. Sick leave with pay for employees shall be determined in the following manner:

(a) Eligibility for Sick Leave With Pay. Employees shall be eligible for sick leave with pay immediately upon accrual.

(b) Determination of Service for Sick Leave With Pay. Actual time worked and all leave with pay, except for educational leave, shall be included in determining the pro rata accrual of sick leave credits each month, provided that the employee is in pay status for thirty-two (32) hours or more in that month.

(c) Accrual Rate of Sick Leave With Pay Credits. Full-time employees shall accrue eight (8) hours of sick leave with pay credits for each full month they are in pay status. Employees who are in pay status for less than a full month but at least thirty-two (32) hours shall accrue sick leave with pay on a prorated basis. A temporary employee appointed to a permanent position in this bargaining unit, without a break in service of more than fifteen (15) calendar days shall accrue sick leave credits from the initial date of appointment to the temporary position.

Section 2. Utilization of Sick Leave With Pay. Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to the employee's illness or injury, disability resulting from pregnancy or otherwise, and

appointments for the employee or the employee's child (natural, adopted, or foster) with treating medical professionals. A certification of an attending physician or practitioner may be required by the Employer when: (a) the sick leave exceeds seven (7) calendar days, (b) if the Employer has evidence that the employee is abusing sick leave privileges, (c) to determine whether the employee is able to return to work without undue risk to the employee or to others, or (d) to determine if a pregnant employee should be allowed to work.

Section 3. Sick Leave Exhausted.

(a) Return to work after an absence covered by Workers' Compensation is governed by state law and regulations.

(b) When the absence is not covered by Workers' Compensation and after earned sick leave has been exhausted, the Employer may grant sick leave without pay.

(c) The Employer may require that the employee submit a certificate from the attending physician or practitioner in verification of a disability, or its continuance. If the injury or illness was job-related, the cost will be paid by Workers' Compensation or by the Employer. In other cases, the cost associated with the supplying of a certificate shall be borne by the employee. In the event of a failure or refusal to supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude that employee from the performance of duties, such sick leave may be canceled and the employee's service terminated.

(d) After all earned sick leave has been exhausted an employee may request in advance, in cases of illness, to use other paid leave. The Employer may grant such requests and may require that the employee provide verification from an attending physician of such continuous and extended illness. Such requests shall not be unreasonably denied.

Section 4. Workers' Compensation Payment. Salary paid for a period of sick leave resulting from a condition incurred on the job and also covered by Workers' Compensation, shall be equal to the difference between the Workers' Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued sick leave. Should an employee who has exhausted earned sick leave elect to use accrued leave during a period in which Workers' Compensation is being received, the salary paid for such period shall be equal to the difference between the Workers' Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued leave.

Section 5. Hardship Leave. The Employer will allow employees to make donations of accumulated vacation leave to a Hardship Leave Pool for coworkers to use as sick leave. For purposes of this Agreement, Hardship Leave Pool donations will be administered under the following stipulations and the terms of this Agreement shall be strictly enforced with no exceptions.

(a) The recipient and donor must be regular employees.

(b) The Employer shall not assume any tax liabilities that would otherwise accrue to the employee.

(c) Hardship leave is available only in the event of illnesses of employee or immediate family as defined in Section 2 of this Article.

(d) Applications for hardship leave shall be in writing and accompanied by the treating physician's written statement certifying that the illness or injury will continue for at least thirty (30) days following donee's projected exhausting of the accumulated leave. Accumulated leave includes but is not limited to sick, vacation, personal and compensatory leave accruals. Donated leave may be used intermittently.

(e) Donations shall be credited at the recipient's current regular hourly rate of pay. Donations shall be used to reimburse the Employer for such costs as are incurred for insurance contributions pursuant to Article 21, Insurance, for which the recipient is eligible to receive as a result of their use of donated hardship leave.

(f) Unused Hardship Leave Pool donations shall remain in the Hardship Leave Pool for future use.

Section 6. Family Medical Leave.

(a) In accordance with state and federal laws, an employee will be allowed to take up to twelve (12) weeks off work per year when the employee is needed to care for an immediate family member suffering from a serious illness or injury. Immediate family member is the employee's parent, person who stood in loco parentis to the employee when the employee was a child, spouse, child (natural, adopted, foster), brother, sister, grandparent, son-in-law, daughter-in-law, or another member of the immediate household.

(b) During the period of leave, the employee is entitled to use accrued vacation, compensatory time, and up to thirty (30) days' sick pay. However, when the leave is for the illness of a spouse, child, or parent, the maximum paid time is twelve (12) weeks which includes unrestricted use of accrued sick leave. Any additional time away from work will be considered leave without pay.

(c) Upon completion of the leave, the employee is entitled to return to the same or equivalent position.

ARTICLE 33 - BEREAVEMENT LEAVE

Employees who have earned sick leave credits shall be eligible for sick leave, or leave without pay, at the option of the employee for any period of absence from employment to discharge the customary obligations arising from a death in the immediate family of the employee or the employee's spouse which normally will not exceed five (5) days' absence from work. For purposes of this Article, "immediate family" shall include the employee's parent, person who stood in loco parentis to the employee when the employee was a child, wife, husband, child (natural, adopted, foster), brother, sister, grandmother, grandfather, son-in-law, daughter-in-law, or another member of the immediate household.

ARTICLE 34 - HOLIDAYS

Section 1. The following holidays shall be recognized and paid for at the regular straight time rate of pay:

- (a) New Year's Day on January 1.
- (b) Martin Luther King, Jr.'s Birthday on the third Monday of January.
- (c) Presidents' Day on the third Monday in February.
- (d) Memorial Day on the last Monday in May.
- (e) Independence Day on July 4.
- (f) Labor Day on the first Monday in September.
- (g) Veterans' Day on November 11.
- (h) Thanksgiving Day on the fourth Thursday in November.
- (j) Christmas Day on December 25.

Section 2. Special Day. In addition to the holidays specified in this Article, full-time employees shall receive eight (8) hours of paid leave. Part-time employees shall receive a prorated share of eight (8) hours of paid leave at their regular straight time rate of pay based upon the same percentage or fraction of month, as they are normally scheduled to work. Paid leave granted in this section, shall be accrued by all employees employed as of the day before Thanksgiving of each year. With the approval of the supervisor, employees may use this paid leave on the workday before or after Christmas, the workday before or after New Year's Day, the workday after Thanksgiving or, when these days are not available to an employee, on another day of the employee's choice.

Section 3. Holiday Eligibility. In order to be eligible to receive pay for a holiday not worked, an employee must be in pay status the last regularly scheduled work day prior to the holiday and the first regularly scheduled workday after the holiday. An employee who is in a leave without pay status on either the work day before or the workday after a holiday will not be paid for that holiday.

Employees shall receive holiday pay based on the same percentage or fraction of the month that they were in pay status during the month.

Section 4. Work on a Holiday. Employees required to work on days recognized as holidays which fall within their regular work schedules shall receive pay at the rate of time and one-half for working the holiday and will receive an alternate day off with pay which will be scheduled with the approval of the supervisor. Alternatively, the employee can take cash in lieu of the extra day off.

Section 5. Observance.

(a) When a holiday specified in Section 1 of this Article falls on a Saturday, the preceding Friday shall be recognized as the holiday. When a holiday specified in Section 1 of this Article falls on a Sunday, the following Monday shall be recognized as the holiday.

(b) However, the parties recognize that some positions must be staffed on each and every holiday, and that employees in these positions cannot be released from duty on those

holidays. Part (a) of this section shall not apply to employees in these positions and the holiday shall be observed on the actual day specified in Section 1. Employees filling such positions will be notified in writing prior to hiring or when their work assignment is changed that they may have to work on certain holidays.

Section 6. Leave Accounts. An employee's leave account shall not be charged for a holiday which occurs during the use of earned vacation or earned sick leave.

ARTICLE 35 - LEAVES WITH PAY

Section 1. An employee shall be granted leave with pay for service with a jury. The employee may keep any money paid by the court for serving on a jury. The Employer reserves the right to petition for removal of the employee from jury duty if, in the Employer's judgment, the operating requirements of the Employer would be hampered.

Section 2. Whenever possible, subject to the Employer's operating requirements, employees selected by proper authority for jury duty will be placed on a day shift, Monday through Friday, during the period they are obligated to jury duty. The Employer shall not suffer any penalty payments for the change in the work schedule of the employee on jury duty.

Section 3. When any employee is not the plaintiff or defendant, he/she shall be granted leave with pay for appearance before a court, legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority for matters other than the employee's officially assigned duties. The employee may keep any money paid in connection with the appearance.

Section 4. An employee shall be granted leave with pay for attendance in court in connection with an employee's officially assigned duties, including the time required going to court and returning to his/her office. When the employee is granted leave with pay, he/she shall turn into the Employer any money received for such attendance during duty hours.

Section 5. In the event a night or swing shift employee is called to appear under Sections 1, 2, 3, or 4 of this Article, he/she shall have release time the day of attendance. Time spent in attendance and in travel to and from his/her office shall be deducted from the regular shift following the attendance with no loss of wages or benefits.

Section 6. An employee who has served for six (6) months or more immediately preceding an application for military leave, and who is a member of the National Guard or of any reserve components of the armed forces of the United States is entitled to a leave of absence with pay for a period not exceeding fifteen (15) calendar days or eleven (11) workdays in any calendar year. If the training time for which the employee is called to active duty is not longer than fifteen (15) calendar days, the employee may be paid for the first fifteen (15) days only if such time is served for the purpose of discharging an obligation of annual active duty for training in the military reserve or National Guard.

Section 7. Before the leave commences, the Employer will tell the employee whether the employee's job will be available at the end of the leave and, if not, what position is expected to be available for the employee at the end of the leave. If operational needs require a change in

these plans during the leave, the Employer will give the employee at least thirty (30) days' notice so that alternatives can be considered, including whether the employee wishes to return to work earlier. Every reasonable effort will be made to return the employee at the end of the leave to the former position or to a position which is as similar as possible in duties, pay, and location.

Section 8. Preretirement Counseling Leave.

(a) If an employee is sixty (60) years of age or older or at least forty-five (45) years old and within five (5) years of his/her chosen retirement date, he/she shall be granted up to twelve (12) hours leave with pay to pursue bona fide preretirement counseling programs. Employees shall request the use of leave provided in this Section at least five (5) days prior to the intended date of use.

(b) Authorization for the use of preretirement counseling leave shall not be withheld unless the Employer determines that the use of such leave shall handicap the efficiency of the employee's work unit.

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

ARTICLE 36 - LEAVES OF ABSENCE WITHOUT PAY

Section 1. In instances where the work shall not be seriously handicapped by the temporary absence of an employee, including reasonable use of a temporary replacement, the employee may be granted a leave of absence without pay.

Section 2. Approved leaves of absence of up to one (1) year shall not be considered a break in service. During this time, employees shall continue to accrue seniority.

Section 3. An employee voluntarily or involuntarily seeking military leave without pay to attend service school shall be entitled to such leave during a period of active duty training. Military leaves of absence without pay shall be granted in compliance with the Veterans' Reemployment Rights Law, Title 38, USC Chapter 43.

Section 4. Any authorized leave of absence without pay does not constitute separation.

Section 5. Court Appearance. An employee may request and shall be granted leave without pay for the time required to make an appearance as a plaintiff or defendant in a civil or criminal court proceeding that is not connected with the employee's officially assigned duties.

Section 6. One employee at a time who is a Union officer may be granted a leave of absence without pay of up to one (1) year to work for the Union, subject to the operational requirements of the Employer. Such requests shall be made by the Union. An extension can be granted by mutual agreement.

Section 7. Before the leave commences, the Employer will tell the employee whether the employee's job will be available at the end of the leave and, if not, what position is expected to be available for the employee at the end of the leave. If operational needs require a change in these plans during the leave, the Employer will give the employee at least thirty (30) days' notice so that alternatives can be considered, including whether the employee wishes to return to work earlier. Every reasonable effort will be made to return the employee at the end of the leave to the former position or to a position which is as similar as possible in duties, pay, and location.

ARTICLE 37 - PARENTAL LEAVE

A parent shall be granted a leave of absence up to twelve (12) weeks for the birth, adoption, or foster care placement of a child in accordance with state and federal leave laws. Such leave can be less than twelve (12) weeks, if so requested by the employee, or at the discretion of management more than twelve (12) weeks, depending on the needs of the Employer. During the period of parental leave, the employee is entitled to use accrued vacation leave, sick leave, compensatory time or leave without pay.

ARTICLE 38 - VACATION LEAVE

Section 1. Vacation Leave Accrual. Employees who work at least sixty (60) hours per month shall accrue vacation leave on a prorated basis. For purposes of this Article, "work" includes paid leave time and unpaid leave time for job-related disability and for military service. For any employee who was hired before ratification of this Agreement and who was employed as a temporary employee for at least one (1) year, the employee's service as a temporary employee will be counted for purposes of vacation leave accrual beginning with the first of the month following ratification of this Agreement.

(a) Full-Time Employee Computation. After six (6) full calendar months of full-time employment, employees shall be credited with earned vacation leave and thereafter vacation leave shall be accumulated as follows:

After six months (minimum 1040 hours) through 5th year;	12 workdays for each 12 full calendar months of service (8 hours per month)
After 5th year through 10th year;	15 workdays for each 12 full calendar months of service (10 hours per month)
After 10th year through 15th year;	18 workdays for each 12 full calendar months of service (12 hours per month)
After 15th year through 20th year;	21 workdays for each 12 full calendar months of service (14 hours per month)
After 20th year;	24 workdays for each 12 full calendar months of service (16 hours per month)

(b) Part-Time Employee Computation. A part-time employee shall accrue vacation leave and shall earn eligibility for additional vacation credits only in those months during which

the employee has worked sixty (60) hours or more. Such leave shall be accrued on a pro rata basis per the same schedule as full-time employees.

A part-time employee shall not be eligible to take initial vacation leave until the employee has worked sixty (60) hours or more in each of six (6) calendar months.

Section 2. Vacation Leave for New or Separating Employees.

(a) New employees who begin work in the middle of a month or pay period earn vacation credits on a prorated basis for the first partial month or pay period provided they work at least sixty (60) hours.

Although new employees will earn vacation credits on a prorated basis during the first partial month or pay period of service, they are not entitled to use vacation credits (or be paid upon separation) until the employee has completed six (6) full calendar months or pay periods. The employee must work or be paid for at least sixty (60) hours in each calendar month or pay period, to be eligible.

(b) Separating employees who are eligible, will be paid for unused vacation leave accrued through the last full calendar month or pay period of service, based on each employee's work schedule. If the employee does not work or is not in pay status through the last regularly scheduled workday in the last calendar month or pay period, payment shall be made for unused vacation credits earned up to the end of the preceding month or pay period.

Separation of an employee may fall on any given day of the month, either as designated by the employee in his/her letter of resignation or by the Employer in the notice of involuntary separation.

(c) Separating employees who have successfully completed trial service will be paid for accumulated vacation leave at the hourly rate equivalent to his/her base rate at the time of separation.

Section 3. Compensation for use of accrued vacation shall be at the employee's prevailing straight time rate of pay.

Section 4. In the event of termination or layoff any unused vacation shall be paid to the employee.

Section 5. Vacation hours may accumulate to a maximum of two hundred fifty (250) hours.

Section 6. Should an employee who has exhausted earned sick leave elect to use vacation leave during a period in which Workers' Compensation is being received, the salary paid for such period shall be equal to the difference between the Workers' Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued vacation leave.

Section 7. After all earned sick leave has been exhausted an employee may request in advance, in cases of illness, to use earned vacation leave. The Employer may grant such requests and may require that the employee provide verification from an attending physician of such illness. Such leave shall not be unreasonably denied.

Section 8. No employee may be placed on vacation leave and no accrued vacation time may be utilized without specific authorization of the employee except:

(a) That employees shall have their vacation time paid in full when they take education leave without pay in excess of ninety (90) days;

(b) That in any other leave of absence without pay that exceeds fifteen (15) days, the employees shall be required to use their accumulated vacation. Bargaining unit members may not be required to take vacation when leaving for military or reserve service as per applicable federal laws;

(c) As provided for set-off of damages or misappropriation of property or equipment on termination.

Section 9. To avoid losing vacation the employee must request vacation leave. When such leave is impossible a cash payment of not more than forty (40) hours shall be made. In lieu of cash payment, the Employer shall schedule time off in excess of two hundred fifty (250) hours within thirty (30) days prior to the date the vacation leave would reach 250 hours.

Section 10. Subject to operating requirements, an employee shall have his/her choice of vacation time. If two (2) or more employees request the same period of time and the matter cannot be resolved by agreement of the employees concerned, the employee having the greatest length of service shall be granted the time if requested by the employee in writing; provided, however, that an employee shall not be given this length of service consideration more than once in every two (2) years. Vacation requests must be submitted in writing not less than fifteen (15) days prior to the desired vacation starting time for vacations of five (5) days or more. For vacations of less than five (5) days, the written request must be submitted at least five (5) days prior to the desired starting time. The notice requirement does not preclude a supervisor granting a request on lesser notice.

Section 11. Vacation requests shall be acted upon as soon as possible but in no case later than ten (10) days after the request is made, or seventy-five (75) days before departure, whichever is the latest. An employee whose vacation schedule has been approved will notify the supervisor in writing, in advance of the date(s) on which deposits on reservations will be forfeitable. After such dates (or earliest, if more than one), the scheduled vacation shall not be canceled by the Employer except in the event of an emergency.

ARTICLE 39 - LAYOFF

Section 1.

(a) Definition of Layoff. A layoff occurs when an employee's position is abolished or the employee is otherwise separated for involuntary reasons other than resignation or discharge.

(b) Definition of Seniority. Full-time employees will receive one (1) seniority point for each full month of unbroken service. Employees will receive prorated seniority credits for part-time employment. Employees who accept a position outside the bargaining unit do not earn seniority credits for time served in that position but will have earned bargaining unit seniority restored if they return to a bargaining unit position. A break in service occurs and seniority is lost in the following situations:

- (1) Termination of employment by resignation, retirement, or dismissal.
- (2) A layoff that lasts more than two (2) years.
- (3) Failure of the employee to return to work after the expiration of an approved leave of absence.

Section 2. Geographical Areas for Layoff. For purposes of this Article, the three (3) geographical areas for layoff are Portland, Corvallis, and La Grande.

Section 3. Layoff Notification. When the Employer determines that a layoff is necessary, the employee to be laid off will be given thirty (30) calendar days' written notice before the effective date of the layoff.

Section 4. Selection of Employees for Layoff. The Employer shall determine the specific positions and the geographical area to be affected by the layoff. Within the job position and geographic area, temporary employees and probationary employees will be released before regular full-time or regular part-time employees are laid off. The Employer shall determine whether part-time or full-time positions will be reduced. Layoff shall occur from among part-time or full-time employees according to which category of position is affected by the layoff.

Section 5. Bumping Rights. The employee initially notified of a pending layoff may elect to bump a less senior employee in accordance with this section in lieu of being laid off. The employee must notify the Employer that he/she will exercise bumping rights within five (5) calendar days after the date that the employee is given the written layoff notice. All bumping must occur within an employee's current classification or a lower classification for which the employee is qualified and within the same category of position (part-time or full-time) the employee currently holds. The employee who received the layoff notice may bump the least senior employee in the classification for which the bumping employee is qualified and able to perform all duties of that position within two (2) weeks.

Section 6. An employee may not bump another employee in a different geographical area. However, an employee who is laid off may elect at the time of layoff to be placed on the layoff and recall list for another geographical area as well as the geographical area from which layoff occurred. If the employee makes that election, the employee has a total of one (1) right of refusal to a geographical area other than the one from which he/she was laid off. Moving expenses will be paid to an employee recalled outside the geographic area from which he/she was laid off.

Section 7. Recall From Layoff. Recall from layoff shall be in seniority order with the most senior employee in a job classification recalled first when an opening occurs in that job classification and that geographical area. An employee who fails to accept recall from layoff within five (5) days of written receipt of notice of recall shall lose all rights to recall unless the employee has a verified medical inability to perform the position to which the employee was recalled.

Section 8. Temporary Employment. If temporary employment is necessary in any geographic area and is expected to last longer than forty-five (45) working days and there is a layoff list for that classification in the geographic area, employees on the layoff list shall first be offered the temporary employment prior to hiring any other temporary. Not accepting a temporary job does not constitute a right of refusal under this Article. This shall only apply to employees separated from service. Such employees shall be appointed as a temporary employee and will not be eligible for any benefits covered under this Agreement.

Section 9. When the Employer anticipates the necessity of a layoff and the Union so requests, the Employer and the Union will meet to discuss alternatives to layoffs such as voluntary reduction in hours or leaves of absence.

ARTICLE 40 - TEMPORARY INTERRUPTION OF EMPLOYMENT--LACK OF WORK

Section 1. Any temporary interruption of employment because of lack of work or unexpected or unusual reasons which does not exceed fifteen (15) days, shall not be considered a layoff if, at termination of such conditions, employees are to be returned to employment. Such interruptions of employment shall be by work unit and recorded and reported as leave without pay. Under no circumstances shall this Article be used to remedy shortage of funds.

Section 2. An employee who is affected by a temporary interruption of employment shall be allowed to use any form of paid leave including vacation, compensatory time off or personal leave provided the leave has been accrued. Such employee shall continue to accrue all benefits during this period.

ARTICLE 41 - PAY RATE ADJUSTMENTS

Section 1. If the Employer creates a new position within the bargaining unit, it will notify the Union in advance and, upon request, will bargain with the Union over the appropriate pay rate. If the Union and Employer are unable to agree on a pay rate, the Union may submit the dispute to expedited arbitration, with the arbitrator's authority limited to choosing between the pay rate proposed by the Union and that proposed by the Employer. Arbitration must be

requested within fifteen (15) calendar days of reaching impasse in negotiations. If arbitration is not requested, the Employer will implement an initial pay rate and the pay rate for the position may be raised in negotiations for a subsequent collective bargaining agreement.

Section 2. Adjustments to Appendix A, Rates, for existing jobs can occur in the following situations:

A. If the minimum and maximum pay rate for the position is adjusted as a result of a general market adjustment to Appendix A, Article 17, Salary, Section 1 applies.

B. If the duties of a position have not changed but market data indicates that the position should no longer be assigned to its current range on Appendix A and instead should be moved to a different range, Article 17, Salary, Section 1 applies. The Appendix A placement of all job categories will be reviewed when Appendix A is reviewed for a general market adjustment. An employee who feels his or her position is placed inappropriately on Appendix A may so inform the Human Resources Department by May 1 of any year and that position will be reviewed even if a general market review does not occur that year. Except through the bargaining process, adjustments under this section shall only be upward.

C. If the duties or responsibilities for a job category have so changed that market data and comparisons with job categories on Appendix A indicate that it should be assigned to a higher or lower pay range on Appendix A. The Appendix A placement of all job categories will be reviewed when Appendix A is reviewed for a general market adjustment. An employee who feels his or her position is placed inappropriately on Appendix A may so inform the Human Resources Department by May 1 of any year and that position will be reviewed even if a general market review does not occur that year. An Appendix A range placement review is initiated by the employee submitting to the Human Resources Department a request form and a current, accurate job description detailing the actual duties performed by the employee. If the job is assigned to a higher range on Appendix A, the employee will be placed in the new salary range at the same relative position that the employee held in the old salary range with an increase of a maximum of five percent (5%), but not below starting salary for the higher range. Salary adjustments under this paragraph take effect on July 1.

D. If an employee assigned in a job is actually performing the duties of a different job so that the employee should be placed in a more accurate job category on Appendix A with a different salary range. A reclassification review can be initiated by the Employer or the employee at any time. An employee initiates a request by submitting to the Human Resources Department a request form as prescribed by the Human Resources Department and a current, accurate job description detailing the actual duties performed by the employee. If the employee is reclassified to a different job classification on Appendix A in a higher pay range, the employee shall be placed in the new salary range with an increase of a maximum of five percent (5%), but not below starting salary for the higher range. The salary increase will be effective the first of the month in which the classification review occurs provided that the decision is made within thirty (30) days of the request for review. If a decision is not reached within thirty (30) days and the Employer and the employee have not mutually agreed to extend that deadline, any increase ultimately awarded will be effective on the first of the month in which the classification review was requested.

Section 3. Pay for employees in the bargaining unit shall be in accordance with the Compensation Plan in Article 17. Nothing in this Article should be construed so as to prevent an employee from filing a grievance under Article 13, Grievance and Arbitration Procedure, based on the Employer's failure to pay him/her appropriately under the negotiated classification/compensation plan.

ARTICLE 42 - LEAD WORK DIFFERENTIAL

Section 1. Lead work differential shall be defined as a differential for employees who have been formally assigned, by their supervisor in writing, "lead work" duties over four (4) employees in their classification for five (5) consecutive calendar days or longer. Lead work is where, on a recurring daily basis, while performing essentially the same duties as the workers led, the employee has been directed to perform substantially all of the following functions: to orient new employees, if appropriate; assign and reassign tasks to accomplish prescribed work efficiently; give direction to workers concerning work procedures; transmit established standards of performance to workers; review work of employees for conformance of standards; and provide informal assessment of workers' performance to the supervisor.

Section 2. The differential shall be five percent (5%) beginning from the first day the duties were formally assigned in writing for the full period of the assignment.

Section 3. Lead work differential shall not be computed at the rate of time and one-half (1-1/2) for the time worked in an overtime or holiday work situation, or to effect a "pyramiding" of work-out-of-classification payments. However, lead work differential shall be included in calculation of the overtime rate of pay.

Section 4. Lead work differential shall not apply for voluntary training and development purposes which are mutually agreed to in writing between the supervisor and the employee.

Section 5. If an employee believes that he/she is performing the duties that meet the criteria in Section 1 of this Article of a lead worker, but the duties have not been formally assigned in writing, the employee may notify the Employer in writing. The Employer will review the duties within fifteen (15) calendar days of the notification. If the Employer determines that lead work duties were in fact assigned and are appropriate, the lead work differential will be effective beginning with the day the employee notified the Employer of the issue.

If the Employer determines that the lead work duties were in fact assigned but should not be continued, the Employer may remove the duties during the fifteen (15) day review period with no penalty.

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

ARTICLE 43 - WORK OUT-OF-CLASSIFICATION

Section 1. When an employee is assigned for a limited period to perform the duties of a position at a higher level classification for more than fifteen (15) consecutive calendar days, the employee shall be paid at what would be the next higher salary step.

When assignments are made to work out-of-classification for more than fifteen (15) consecutive calendar days, the employee shall be compensated for all hours worked beginning from the first day of the assignment for the full period of the assignment.

Section 2. An employee performing duties out of classification for training or developmental purposes shall be informed in writing of the purpose and length of the assignment during which there shall be no extra pay for the work. A copy of the notice shall be placed in the employee's file.

Section 3. Assignments of work-out-of-classification shall not be made in a manner which will subvert or circumvent the administration of this Article.

ARTICLE 44 - POSITION DESCRIPTIONS AND PERFORMANCE EVALUATIONS

Section 1. Position Descriptions. Individual position descriptions shall be reduced to writing and delineate the duties currently assigned to an employee's position. A dated copy of the position description shall be given to the employee upon assuming the position and when the position description is amended. The individual position description shall be subject to at least an annual review with the employee and any changes shall be developed by the employee and his/her supervisor. Nothing contained herein shall compromise the right or the responsibility of the Employer to assign work consistent with the classification specification.

Section 2. Performance Evaluations. Every employee shall participate in a collaborative performance evaluation at the end of a trial service period, and at least annually thereafter by June 1. Position descriptions shall be considered when conducting performance evaluations.

(a) The employee shall have the opportunity to provide his/her comments to be attached to the performance evaluation. The employee shall sign the evaluation and that signature shall only indicate that the employee has read the evaluation. A copy shall be provided the employee at this time.

(b) All written comments provided by the employee within thirty (30) days of the evaluation shall be attached to the performance evaluation. Otherwise, performance evaluations are not grievable or arbitrable. Performance evaluations will not be used as a disciplinary action.

ARTICLE 45 - WORK SCHEDULES

Section 1. A work schedule is defined as the time of day and the days of the week the employee is assigned to work.

Section 2. Employees work the following schedules:

(a) A regular work schedule which has the same starting and stopping time on five (5) 8-hour days.

(b) A 4/10 work schedule which has the same starting and stopping times on four (4) 10-hour days.

(c) A variable work schedule which varies the number of hours worked on a daily basis, but not necessarily each day, or a work schedule in which starting and stopping times vary on a daily basis, but not necessarily each day. A variable work schedule will include a minimum of four (4) hours on each scheduled workday, and will not exceed forty (40) hours in a workweek.

Section 3. An employee may be placed on a variable work schedule when the employee is hired with that expectation, when management and the employee so agree, or at the initiation of management upon thirty (30) days' notice if business necessity requires the change and if insufficient employee volunteers are available, in which case the least senior employee in that job classification who is qualified to do the work and who is not on a variable work schedule already can be so assigned. At the end of such period of business necessity, the employee will be returned to his/her former schedule. Such periods may not exceed three (3) weeks per occurrence nor more than four (4) occurrences per year.

Section 4. The workweek will begin at 12:01 a.m. Sunday and end at 12:00 a.m. (midnight) Saturday and shall remain fixed during the term of this Agreement regardless of an employee's scheduled hours of work.

Section 5. The Employer agrees to schedule employees in a manner that would not result in split shifts or (except for part-time employees who work varying days) split weekends, unless mutually agreed to between the Employer and the employee except in an emergency. In no event will an employee be required to work split shifts or (except for part-time employees who work varying days) split weekends without his/her consent more than six (6) weeks/weekends per year. For purposes of this section, a consecutive Saturday and Sunday off work is not considered a split weekend even though the consecutive days off occur in different workweeks. Employees assigned to work split shifts or (except for part-time employees who work varying days) split weekends will receive a penalty payment of thirty-seven dollars (\$37.00) per occurrence, unless the employee requested the schedule. The Employer agrees to request volunteers prior to mandatory scheduling. In both cases, seniority will govern. Work schedules will be published as soon as possible after determining staffing needs. Changes in the work schedule once established will not be effected without payment of the penalties required by Article 26, Penalty Pay, except where such schedule change is mutually agreed to by the employee and the Employer.

Section 6. Vacancies which are to be filled in two (2) or three (3) shift operations shall be filled on the basis of seniority of qualified employees within a work unit and within a job classification. Employees must express their preference for implementation of this section.

Section 7. Except for employees working four (4) 10-hour workdays, employees shall receive a rest period of fifteen (15) minutes in every four (4) hours working time to be taken insofar as practicable in the middle of such working period.

Employees working four (4) 10-hour workdays shall receive a rest period of twenty (20) minutes in every five (5) hours working time to be taken insofar as practical in the middle of such working period.

Section 8. Ordinarily, meal periods are not considered time worked. However, those employees who are not relieved from their work assignment and are required to remain in their work area when eating shall have such time counted as hours worked.

Section 9. Whenever the job being performed or the material or equipment being used has caused an employee to become dirty, the employee shall be allowed a reasonable amount of time without loss of pay prior to any meal period or prior to the completion of their workday to clean themselves and their equipment.

Section 10. The studio crew working variable schedules will be given their weekly work schedule by Wednesday of the prior week. The affected employee will be notified of changes as soon as possible after the schedule is posted. If less than twenty-four (24) hours' notice is given of the change, the penalty pay provision of Article 26, Section 2, will apply. Any other concerns regarding scheduling of variable schedule employees which are not addressed in the agreement will be discussed at the Labor/Management Committee.

ARTICLE 46 - SHIFT CHANGE AND SHUT-DOWN TIME

Employees shall be allowed one-quarter (1/4) hour at the end of every shift to:

- (1) Shut down equipment.
- (2) Perform building security checks.
- (3) Communicate operational information to the next shift.

ARTICLE 47 - SECURITY

Section 1. The Employer agrees to allow a Safety Committee to meet on paid time, at least once every three (3) months to discuss health and safety issues.

Section 2. Once the Employer deems it necessary to evacuate from any work location, employees will not be instructed and/or allowed to return to work in that area until it has been determined to be safe by a person technically capable of making that determination.

Section 3. Proper safety devices and clothing shall be provided by the Employer for all employees engaged in work where such devices are necessary to meet the requirements of the Department of Consumer and Business Services and the Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991). Such equipment, where provided, must be used.

Section 4.

(a) If an employee claims that an assigned job or vehicle is unsafe or might unduly endanger his/her health and for that reason refuses to do the job or use the vehicle, the employee shall immediately give specific reason(s) in writing to the supervisor. The supervisor shall request an immediate determination by an Employer Safety Representative, or if none is available, a safety representative of the Department of Consumer and Business Services as to whether the job or vehicle is safe or unsafe.

(b) Pending determination provided for in this section, the employee shall be given suitable work elsewhere if such work is available.

(c) Time lost by the employee as a result of any refusal to perform work on the grounds that it is unsafe or might unduly endanger his/her health shall not be paid unless the employee's claim is upheld.

Section 5. If in the conduct of official duties an employee is or will be subjected to unusual exposure to serious communicable diseases which would require immunization or testing, or if required by the Employer, the employee shall be provided immunization against or testing for such communicable disease without cost to the employee and without deduction from accrued sick leave. An employee shall notify his/her supervisor immediately when he/she has knowledge of exposure to a serious communicable disease.

Section 6. The Employer will maintain, in conjunction with the Safety Committee, a written procedure for the safe evacuation of buildings in the event of fire, explosion, threats involving explosive devices or other actual or potential disaster.

Section 7. Employees are encouraged to report any condition believed to be unsafe to a Safety Representative. After investigation, the reporting employee will be advised promptly of the results of the investigation and the corrective action taken. This does not preclude employees exercising their rights under the law or this Article.

ARTICLE 48 - LABOR/MANAGEMENT COMMITTEE

There shall be a joint Labor/Management Committee composed of three (3) employee members appointed by the Union and three (3) members of management unless mutually agreed otherwise.

The committee shall meet as the members determine is appropriate, but not more than once each calendar quarter unless agreed otherwise.

Employees appointed to the committee shall be in pay status during time spent in committee meetings. Approved time spent in meetings shall neither be charged to leave credits nor considered as overtime worked.

The committee shall be on a meet-and-confer basis only and shall not be construed as having the authority nor entitlement to negotiate. The committee shall have no power to contravene any provision of the Collective Bargaining Agreement, nor to enter into any

agreements binding on the parties to this Agreement or resolve issues or disputes surrounding the implementation of the Agreement.

No discussion or review of any matter by the committee shall forfeit or affect the time frames related to the grievance procedure. Matters that should be resolved through the grievance and arbitration procedure shall be handled pursuant to that procedure.

ARTICLE 49 - JOB PROTECTION FOR ON-THE-JOB ILLNESS OR INJURY

Section 1. The Employer and the Union agree to jointly work to reduce the incidence of on-the-job injuries through health and safety programs and to reduce the unemployment and costs associated with on-the-job injuries through a combination of light-duty assignments, work site modification programs and expanded return-to-work opportunities.

The Employer agrees to meet no less than annually with Safety Committee representatives from the Union on paid time to review the frequency and type of on-the-job injuries, status of work site modification requests, and to discuss training programs to reduce the incidence of work-related injuries.

Section 2. An employee who has sustained a compensable injury or illness shall be reinstated to his/her former employment or, if that is not possible because the position no longer exists or the employee is unable to perform the duties of his/her former position, to employment of the employee's choice, which the Employer has reasonably determined is available and suitable upon demand for such reinstatement, provided that the employee is not disabled from performing the duties of such employment.

Section 3. Certification of a duly licensed physician that the physician approved the employee's return to his/her regular employment shall be prima facie evidence that the employee should be able to perform such duties.

Section 4. Upon request of the Employer, an employee shall furnish a certificate as defined in Section 3 of this Article, concerning his/her condition and expectation for a date of return to active employment. Any employee who has been released for return to active employment must immediately notify his/her supervisor, personnel officer or someone in management who has authority to act on this demand, of his/her status and that he/she is available to return to work. "Immediately" for purposes of this section means no later than the second regular workday following the date specified on the certificate for the worker's return to work, providing that the worker has received a copy of the certificate on or prior to the date specified. Extenuating circumstances may extend the requirement for timely notice. An employee who fails to provide timely notice of his/her status shall be considered to have voluntarily terminated his/her employment.

Employees released by their physician for light or limited duty will be provided modified work consistent with the physician's certification of the worker's capabilities, the Employer's ability to construct duties and availability of work. The employee will receive his/her normal rate of pay for the modified work until he/she is declared medically stationary and a non-temporary job assignment is made. The Employer is not required to create a new position or to assign the employee unnecessary work. The employee must accept modified work within

his/her medical limitations. However, to be eligible for possible light duty or modified work, the employee must, where reasonable to do so, keep in regular contact with the Employer beginning with the day following the injury or illness. This assignment of work is temporary and is established through discussions with the physician as to the prognosis of when the employee will be able to return to his/her full range of duties.

Since duties will be tailored based on a physician's statement of types of light or limited duties the injured employee can do, these duties may overlap various classifications and may change the essential duties performed by other employees who will suffer no economic detriment due to these temporary work changes. All reasonable efforts will be made to avoid disruption to existing staff, e.g., filling usable vacancies prior to altering the duties of incumbents. Although duties of noninjured staff may be temporarily changed (not to exceed six (6) months), days off and shifts of permanent full-time employees shall not be affected by this program.

Section 5. The Employer will cooperate with the Workers' Compensation Program in the modification of work or work stations in order to accommodate employees permanently disabled as a result of a work-related injury or illness.

Section 6. When an employee is injured on the job and suffers time loss greater than fifteen (15) days, the Employer shall refer the employee to appropriate sources for explanation of his/her rights and obligations related to medical, retirement and Workers' Compensation benefits. A letter to the employee's last address of record shall constitute proper referral.

Section 7. All reassignments under this Article will be made in a manner to keep the injured employee at or near his/her official place of employment when feasible. No reassignments under this Article will require an employee to commute beyond their normal geographic area as defined in Article 39, Layoff.

Section 8. Health insurance premiums will continue to be paid by the Employer while employees are off work due to on-the-job illnesses or injuries.

ARTICLE 50 - VIDEO DISPLAY TERMINALS

Section 1. Whenever any new piece of VDT or video monitoring equipment is purchased, the Employer will follow the Department of Consumer and Business Services Guidelines, as they relate to VDTs and video monitoring equipment.

Section 2. Glare screens will be provided upon request. The Employer will provide safe operation instructions when new equipment is installed. VDTs and video monitoring equipment will be cleaned and inspected as needed to ensure proper operation.

Section 3. The Employer will inform employees if it is using computer monitoring. Notice will include what is being monitored and its intended use.

Section 4. The Employer will not use subliminal software.

Section 5. The Employer and the Union agree that employees who are assigned full-time to continuously operate video display terminals (VDT), cathode ray tubes (CRT) or video

monitoring equipment can be more productive if provided short periods of assignment to other duties throughout the work shift. Subject to operational needs, managers will arrange other work assignments so as to provide ten (10) minutes of relief for each hour worked at such equipment.

ARTICLE 51 - SPECIAL PROVISIONS-FOOD PREPARATION FACILITIES

The Employer will not remove existing facilities and equipment at Vineyard Hill, Healy Heights and Mt. Fanny, so that employees may prepare hot lunches and beverages but is not required to replace or repair the facilities and equipment.

ARTICLE 52 - EDUCATION, TRAINING AND DEVELOPMENT

Section 1. The Employer may provide an educational assistance program acknowledging the worth of the professional development of the employees. Such programs may include but not be limited to: on-the-job training, education stipends and participation in professional conferences, institutes and workshops. Assistance to the employee may include registration or tuition fees, educational leave with pay, travel and per diem at prevailing rates.

Section 2. Upon request and subject to the operating requirements of the Employer, employees may be granted time to take courses which will enhance their opportunity for advancement or which are directly related to current performance of work assignments.

Section 3. Where employees are directed to attend educational courses or training sessions, they shall be released from other duties without loss of pay or other benefits and will be reimbursed for travel and per diem at prevailing rates.

Section 4. An employee with five (5) years of service with the Employer may request upon ninety (90) days' advance notice, and shall be granted an educational leave without pay not to exceed six (6) months. This leave may be extended for six (6) additional months subject to operating requirements of the Employer. In addition, educational leave without pay cannot be requested more often than once every five (5) years and cannot be used in conjunction with Article 36, Leaves of Absence Without Pay. The sole purpose of educational leave is to permit full-time enrollment in an accredited educational institution.

ARTICLE 53 - UNIFORMS, PROTECTIVE CLOTHING AND TOOLS

Section 1. If an employee is required to wear a uniform, protective clothing or any type of protective device, such uniform, protective clothing or device shall be furnished on an individual-assignment basis by the Employer unless normally provided by employees according to industrial or professional practices.

Section 2. The Employer will continue to furnish those tools currently provided.

Section 3. The Employer shall provide on an individual-assignment basis, rain gear (hats, coats, pants), for those employees who are assigned to work out of doors during inclement weather. The gear will be breathable and insulated.

Section 4. Employer-furnished uniforms, protective clothing, tools and equipment will be maintained or replaced by the Employer when damaged by ordinary wear and tear. Such Employer-furnished material remains the property of the Employer and the employee is liable for loss (not theft or burglary) or negligent damage up to the full replacement or repair cost of the material.

ARTICLE 54 - INCLEMENT CONDITIONS

Section 1. When in the judgment of the Employer, inclement weather or hazardous conditions require closure of or curtailment of work in offices after an employee reports to work at the beginning of his/her assigned work shift, the employee shall be paid for the remainder of his/her work shift.

Section 2. The Employer shall notify employees prior to the beginning of their work shifts, not to report to work because of closure of facilities or curtailment of work due to inclement weather or hazardous conditions. In such cases, the Employer will use recorded messages or individual telephone contacts to notify employees of the closure or work curtailment prior to their leaving home.

Section 3. Employees who do not work pursuant to provisions of Section 2 of this Article shall be authorized to use accrued vacation, compensatory time, exchange time or personal leave, or to take leave without pay, to cover work time missed due to closure or work curtailment.

Section 4. Employees who have not been notified pursuant to Section 2 of this Article and make every reasonable effort to report to work as scheduled, will be allowed to make up missed time provided they report within two (2) hours of the scheduled starting time. Any make-up time must be performed within fourteen (14) days of the missed time and at rates of pay that would have prevailed except for the inclement weather.

Section 5. If appropriate law enforcement authorities determine that road travel is extremely hazardous and because of this the employee does not report for work, the employee shall be authorized the optional use of accrued vacation time, other accrued compensatory time or leave without pay.

ARTICLE 55 - TECHNOLOGICAL CHANGE/RETRAINING

Section 1. Definition. Technological change is defined as a change in equipment, particularly of an electronic or mechanized nature, which may have the result of reducing the number of bargaining unit employees, reducing the required work hours of bargaining unit employees and/or altering skill requirements for job positions within the bargaining unit.

Section 2. The parties support technological advancement, recognizing that it is necessary to ensure an expanding economy. Similarly, the parties recognize that job displacement, occupational shifts and employee working conditions may be adversely affected by the introduction of new technology. To reconcile these conflicting realities, the parties agree to the following:

(a) The Joint Labor/Management Committee, per Article 48, shall review technological changes submitted by the Employer and their impact on the working conditions of bargaining unit members.

(b) The Employer agrees to give this Committee sufficient advance notice, six (6) months when feasible, but in no event less than thirty (30) days, of anticipated technological changes which will have a substantial impact on the manner in which job duties of a significant number of employees are performed so that it can review such changes and evaluate the impact on bargaining unit members. With this notice, the Employer shall inform the Committee of whether and to what extent it anticipates that the changes will displace employees, cause a reduction in work hours, cause a change in skill requirements or result in the fragmentation of existing jobs.

(c) The Employer agrees to meet with the Union to discuss the Committee's findings and recommendations and it agrees to make every good faith effort to reduce the detrimental effects of technological change on bargaining unit members.

(d) Should a regular status employee become displaced, the Employer shall offer option (1) or (2) below under the following conditions:

(1) Subject to funding, Employer needs, employee interests and ability and scheduling, the Employer will provide retraining for a position with the Employer which is expected to be available in the near future.

(2) Should a regular status employee become displaced as a result of technological change, the Employer shall make a reasonable effort to place the affected employee into another position.

ARTICLE 56 - PROFESSIONAL RECOGNITION

The Employer agrees to provide appropriate individual recognition at the request of an employee and in accordance with industry standards when the employee was the primary author of a manual, manuscript or other similar major publication or the photographer or creative artist who is primarily responsible for a major Employer product for which he/she would like to receive recognition.

ARTICLE 57 - SUCCESSORSHIP

If the Employer intends to enter into an agreement to sell its operations to another organization, to merge into another entity or to split its operations, it will notify the prospective purchaser or other entity of the existence of this Agreement and will encourage that entity to adopt this Agreement and to continue the employment of the bargaining unit employees. The Employer will give the Union notice of a sale, merger or split which will involve bargaining unit jobs as soon as feasible, but at least forty-five (45) days in advance.

ARTICLE 58 - REWARD AND RECOGNITION COMMITTEE

The Employer shall create a committee with representatives of the Union to develop a rewards and recognition system. The committee shall make best efforts to create and implement a reward and recognition system prior to the expiration of this Agreement.

OREGON PUBLIC BROADCASTING

By: _____

Title: _____

Date: _____

SEIU LOCAL 503, OREGON PUBLIC
EMPLOYEES UNION

By: _____

Leslie Frane
Executive Director

Date: _____

By: _____

Molly Malone
Organizer

Date: _____

By: _____

Cathy Switzer
Team Member

Date: _____

By: _____

Steve Beadle
Team Member

Date: _____

By: _____

Tom Shrider
Team Member

Date: _____

Appendix A
Effective 7-1-07

Range	Classification	Start	Mid	Top
1	Mail Clerk/Invtry	21,405 1,784 10.29	26,756 2,230 12.86	32,108 2,676 15.43
2	Receptionist Program Asst	22,475 1,873 10.81	28,094 2,341 13.51	33,713 2,809 16.21
3		23,599 1,967 11.34	29,499 2,459 14.18	35,398 2,950 17.01
4	Admin Asst Aud Svcs Rep Cust Svcs Rep	24,779 2,064 11.92	30,974 2,581 14.89	37,169 3,097 17.87
5	Acctg Tech	26,018 2,167 12.50	32,523 2,709 15.63	39,027 3,251 18.76
6	Traffic Asst TV Prod Tech	27,319 2,276 13.13	34,148 2,845 16.41	40,978 3,414 19.69
7	Tape Librarian	28,684 2,390 13.79	35,855 2,988 17.24	43,025 3,585 20.68
8	Accountant Master Cntrl Op TV Studio Coord	30,118 2,510 14.48	37,648 3,137 18.11	45,177 3,765 21.73

Range	Classification	Start	Mid	Top
9	Videog/Editor	31,624	39,530	47,436
	Field/Audio Eng	2,635	3,293	3,952
		15.20	19.00	22.80
10		33,205	41,506	49,808
		2,767	3,458	4,150
		15.96	19.95	23.94
11	Sr Videog/Editor	34,866	43,582	52,298
	Post Prod Lead/Editor	2,906	3,632	4,359
		16.76	20.96	25.15
12	Sr IT Tech	36,608	45,760	54,912
	Sr. Graphic Artist	3,050	3,813	4,575
	Sr. Print Dsgnr	17.60	22.00	26.40
	Sr. Animator			
13	Ntwrk Brdcst Eng	40,361	50,452	60,542
		3,363	4,204	5,045
		19.40	24.26	29.11
14	Maint Eng	44,499	55,624	66,748
	Digital Maint Eng	3,707	4,634	5,561
		21.39	26.74	32.09

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