

## **ARTICLE 1: PARTIES TO THE AGREEMENT**

This Agreement is entered into between the SEIU Local 503, OPEU, hereinafter the Union, and the Oregon State Board of Higher Education (OSBHE) acting by and through the Office of the Chancellor of the Oregon University System (OUS) on behalf of the following universities: Eastern Oregon University (EOU), Oregon Institute of Technology (OIT), Oregon State University (OSU), Portland State University (PSU), Southern Oregon University (SOU), University of Oregon (UO), and Western Oregon University (WOU), collectively and hereinafter the Employer or University.

## **ARTICLE 2: RECOGNITION**

**Section 1.** The Employer recognizes the Union as the exclusive bargaining representative for all classified employees in positions represented by the Union at the universities designated in Article 1 - Parties to the Agreement and for all classified positions currently represented by the Union in the Chancellor's office, hereinafter referred to as employees or bargaining unit employees. The Union is also the exclusive bargaining representative for temporary university employees who: perform work in the various classifications listed in Appendix A of this collective bargaining agreement, have worked an average of four (4) hours or more per week during the most recent calendar quarter, and have a reasonable expectation of continued employment. This recognition does not apply to employees currently represented by other labor organizations, students who are not classified employees, or unclassified, exempt, supervisory, managerial and confidential employees as defined by law or as determined by the Employment Relations Board, and further excludes campus police officers.

**Section 2(A).** When the Employer intends to exclude a filled bargaining unit position based on supervisory, confidential, managerial, or other unclassified status, the Employer agrees to provide the Union and the affected employee(s) with no less than thirty (30) calendar days written notice of such intent. Such notice shall include the basis for the exclusion and a copy of the current position description, including a statement of the specific duties of the position supporting the change in status. The employee may elect to exercise his/her layoff rights under Article 48 - Layoffs, Section 12. If the employee elects to exercise layoff rights, the layoff will not be effective prior to the end of the thirty (30)-day notice period. If the Employer decides during the thirty (30)-day notice period not to proceed with the exclusion and the position is not otherwise eliminated, the employee shall remain in the position. The effective date of the exclusion remains unchanged.

Within thirty (30) calendar days of the date of the Employer's notice, the Union shall notify the Employer, in writing, of any comments it has regarding the exclusion including specific information regarding the reason(s) for the challenge.

The Employer shall respond in writing within thirty (30) calendar days to the Union's challenge and indicate whether it intends to continue with the exclusion of the position.

Upon request of either party, the Union and the Employer shall meet at a mutually agreed time within the initial thirty (30)-day period to discuss the exclusion(s).

**(B)** If the Union decides to challenge an excluded position(s), it will provide written notice to the Employer. Such notice shall include specific information regarding the reason(s) for the challenge.

The Employer shall respond in writing regarding whether it intends to continue to exclude the position within thirty (30) calendar days of the Union's notice. Such notice shall include specific information regarding the Employer's reason for continuing the exclusion(s).

Upon request of either party, the Union and the Employer shall meet at a mutually agreed time within such thirty (30)-day period to discuss the

**(C)** All deadlines may be extended by mutual agreement.

**(D)** The Union agrees not to file any unit clarification petition with the Employment Relations Board with regard to any position excluded by the Employer until after all timelines, and any extensions, in this Section have been exhausted.

**(E)** For purposes of this Section, written notice may be provided by personal delivery, e-mail, fax, or mail (postmarked) within the time frames cited above. Notices to the Union under this Section will be sent to the Union designee—as specifically provided by the Union—at the Union's headquarters, with a copy to the Union's Local President.

**Section 3.** The Employer and the Union have established a single bargaining unit made up of employees at the universities/college designated in Article 1 – Parties to the Agreement.

**Section 4.** When there has been a determination of the Employment Relations Board to modify the bargaining unit or when the parties reach mutual agreement to modify, negotiations will be entered into as needed or as required by law.

**Section 5(A).** The Employer shall have the sole and exclusive right to fill temporary appointments. Represented temporary appointments are defined in Section 1(A) of this Article. Employment of a temporary worker shall not exceed the equivalent of six calendar months (1,040 hours) in a twelve-month period, except when the Employer has granted an extension based on the following conditions: 1) the work to be performed continues and is the same work performed as at the time of the initial appointment; and, 2) no other reasonable means exist to get the work done. In the case of such extensions, the Employer will notify the Union in writing of the extension and specify the circumstances necessitating the extension. A temporary appointment made to replace a regular employee on leave shall not exceed the period of the leave.

**(B)** On a semi-annual basis, each university will provide a written report to the Local President or designee, including the following information for both temporary appointments and employees of temporary agencies (if such information is maintained in that university's Human

Resources Office): name of employee, department, duration and reason for appointment or employment, and name of temporary agency, if applicable. The Union agrees to pay reasonable costs associated with providing this information.

(C) Grievances alleging a violation of this Section may be submitted only by the Union directly to the Employer's President, Chancellor, or designee.

### **ARTICLE 3: SCOPE OF AGREEMENT**

**Section 1.** This Agreement binds the Union, its bargaining unit members and any person designated by it to act on behalf of the Union. Likewise, this Agreement binds the Employer and any person designated to act on behalf of the Employer.

**Section 2.** This Agreement supersedes all prior collective bargaining agreements and letters of agreement negotiated between the Union and the Oregon University System.

### **ARTICLE 4: TERM OF AGREEMENT**

**Section 1.** This Agreement shall become effective the first day of the first month following ratification by the Parties and expires June 30, 2015 except where specifically stated otherwise in this Agreement.

**Section 2.** Either party may give written notice during the period of October 15—November 15, 2014 of its desire to negotiate a successor Agreement. Such negotiations shall commence with an exchange of written proposals by the parties no later than February 1, 2015.

**Section 3.** This Agreement shall not be opened during the term of the Agreement except by mutual agreement of the parties, by proper use of Article 7 - Separability, or as provided in Section 2 of this Article or as otherwise specified in this Agreement.

### **ARTICLE 5: COMPLETE AGREEMENT/PAST PRACTICES**

**Section 1(A). Complete Agreement.** Pursuant to their statutory obligations to bargain in good faith, the Employer and the Union have met in full and free discussion concerning matters in "employment relations" as defined by ORS 243.650(7). This Agreement incorporates the sole and complete agreement between the Employer and the Union resulting from those 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. The Employer agrees that during the term of this Agreement it may not unilaterally change employee wages or hours. "Working conditions" established by a specific provision of this Agreement may not be unilaterally changed. Other "working conditions" not covered by this Agreement may only be changed pursuant to the restrictions and procedures in Section 2 of this Article.

**(B)** Notwithstanding Section 1(A) of this Article, the parties agree that the Employer may modify or eliminate campus-specific direct and/or indirect monetary benefits that apply to all on-campus employee groups in accordance with ORS 243.698, with the following exceptions:

- (1)** Campus-based mass transit passes and/or discounts.
- (2)** Modification or elimination of a campus-specific benefit, that results in a lower benefit for bargaining unit employees compared to other employee groups.

**Section 2(A). Past Practices.** The parties recognize the Employer’s sole and exclusive right to direct the work force and to change or issue new work practices and rules, and that these rights are diminished only by the law and this Agreement, including arbitrators’ awards which may evolve pursuant to this Agreement.

**(B)** The Employer may change or issue new work practices or rules covering permissive subjects of bargaining, including issuing administrative rules or policies over issues which are nonnegotiable and are not in conflict with or otherwise addressed in a specific provision of this Agreement. The Employer may not change or issue new work practices or rules covering mandatory subjects of bargaining, including issuing new administrative rules or policies over “working condition” issues which are negotiable, without providing the Union with notice and an opportunity to bargain.

**(C)** If the Employer believes the change is a mandatory subject of bargaining, the parties shall meet within ten (10) days of the Union’s request to meet. One (1) Union Steward from the affected university will be allowed to use university time without loss of pay or benefits to participate in these negotiations. The Employer will not be liable for any overtime, premium pay, travel reimbursement or mileage for the Union Steward.

**(D)** If, after bargaining, the parties do not reach agreement, the Union may exercise its right to utilize the dispute resolution procedures under ORS 243.712-ORS 243.726, including the right to strike (notwithstanding Article 8 – No Strike or Lockout of this Agreement).

## **ARTICLE 6: LEGISLATIVE ACTION**

**Section 1.** Provisions of this Agreement not requiring legislative funding or statutory changes before they can be put into effect shall be implemented on the effective date of this Agreement or the date otherwise specified in this Agreement. Necessary bills for implementation of the other provisions shall be submitted promptly by the OUS to the Legislative Assembly and both parties shall jointly recommend passage of the funding and statutory changes.

**Section 2.** Should the Legislature not be in session at the time agreement is reached, the funding provisions of this Agreement shall be promptly submitted to the Emergency Board by the OUS and both parties shall jointly recommend passage.

**Section 3.** Should the Legislature not be in session at the time agreement is reached, all other legislation necessary for the implementation of this Agreement shall be submitted to the next session (whether regular or special) of the Legislative Assembly.

## **ARTICLE 7: SEPARABILITY**

In the event that any provision of this Agreement is at any time declared invalid by any court of competent jurisdiction, declared invalid by final order of the Employment Relations Board (ERB), made illegal through enactment of federal or state laws, or through government regulations having the full force and effect of law, such action shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not invalidated shall remain in full force and effect. The invalidated provision shall be subject to renegotiation by the parties within a reasonable period of time from such request.

## **ARTICLE 8: 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.

Neither the Union nor any bargaining unit employee shall cause, engage in or sanction any strike, slowdown, or walkout or commit any other acts of work stoppage during the term of this Agreement.

Upon notification, confirmed in writing by 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, upon receipt of a mailing list, advise such striking employees in writing with a copy to the Employer to return to work immediately. Such notification by the Union shall not constitute an admission that it has caused or counseled such strike activity. The notification by the Union to employees covered by this Agreement shall be made at the request of the Employer.

## **ARTICLE 9: EMPLOYER RIGHTS**

**Section 1.** Except as may be specifically modified by a specific term of this Agreement, the Employer shall retain all rights related to management in the direction of its operations, resources, facilities and services, including the direction of the work force. Rights of the Employer shall include, but not be limited to, the sole and exclusive right to:

- (A) manage and direct employees;

- (B) hire, promote, transfer, assign and retain employees;
- (C) suspend, discharge or take other proper disciplinary action against employees;
- (D) reassign employees;
- (E) relieve employees from duty because of lack of work or other reasons;
- (F) schedule work;
- (G) determine methods, means and personnel by which operations are to be conducted; and,
- (H) determine the need for a reduction or increase in the workforce.

**Section 2.** Wherever “operational requirements” or “operational needs” are referenced in this Agreement and relied upon by the Employer to deny an employee request, and the employee requests in writing an explanation for the denial, the Employer will respond in writing in a timely manner.

## **ARTICLE 10: UNION RIGHTS**

**Section 1(A). Rights/Obligations.** 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 this Agreement are at all times entitled to act through a Union representative in taking any grievance action or following any alternate procedure 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.

(D) The Union shall have continued use of existing available university services and facilities as agreed by the respective university and the Union as of the effective date of this Agreement, and reasonable use of existing available university services and facilities as hereafter mutually agreed by the university and the Union in writing, provided that the Union shall be responsible for any costs associated with the provision of such services or facilities. It is understood that such services must be in compliance with any state and/or federal laws and regulations, as well as any university and/or OUS rules and regulations.

**Section 2. Union Organizer or Staff Representative Visitations.** Union Organizers or staff representatives, with approval from a responsible manager, shall be allowed reasonable

contact with bargaining unit members on university facilities. The purpose of these visits will be to meet with Union Stewards, with employees or management regarding any actions or procedures under this Agreement, including but not limited to, employee grievances per Article 18 - Grievance and Arbitration Procedure. The Union Organizer or staff representative will have the right to contact any represented employee in the workplace, as long as it does not interfere with the normal flow of work (e.g., lunch hour, break, before and after work shifts). The Union agrees to provide the Employer with a list of authorized organizers and staff representatives.

**Section 3. Building Use.** University facilities may be used for Union activities according to current building use policies, so long as the facility is available and proper scheduling has been arranged.

**Section 4. Bulletin Boards.** The university 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(A). Electronic Mail – Access and Usage.** Union representatives and SEIU Local 503, OPEU represented employees shall be allowed to use the University’s electronic mail system for Union business. Such use shall be in compliance with the acceptable use policy for that particular University and according to the following conditions:

- (1) Use of the University e-mail system shall not be more restrictive than other “recognized campus” organizations.
- (2) Use of the University e-mail system shall be on the employee’s non-work time.
- (3) The Union will hold the Employer harmless and indemnify against any lawsuits, claims, complaints or other legal or administrative actions where action is taken against the Employer, Union or its agents (including Union staff, Union officers and stewards) regarding any communications or effect of any communications that are a direct result of use of e-mail under this Article.

The Oregon University System shall remove any blocks that bar the free transmission of electronic mail between Union electronic mail servers and OUS electronic mail servers.

**(B)** Employees who do not normally work at a computer workstation or otherwise have access to a University-provided computer, according to each University’s policy, will be provided an email address. Provision of an email address does not obligate the University to provide access to computer equipment to utilize the email address, access to email communications, or related electronic mail functions or activities. Employees who do not normally work at a computer workstation or otherwise have access to a University-provided computer may use “public access” computers as each University’s policy allows.

**Section 6(A). 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.

**(B) List of Union Representatives.** The Union shall provide the Employer with a list of the names of authorized Union Stewards with duty location and worksite representation responsibility, and a list of authorized staff representatives and shall update those lists in writing to the university's chief human resource officer or designee within five (5) work days of any changes. An employee will not be recognized as a steward, or accorded the rights of a steward as provided in this Agreement, unless such written notice has been provided by the Union to the university's chief human resource officer. If problems arise regarding Union Steward authorized activities in representing employees, the Union agrees to discuss the problem with the Employer.

**(C)** The function of the steward is to represent employees, when requested by them, in grievance procedures outlined in Article 18 - Grievance and Arbitration Procedure, and in investigative interviews that an employee reasonably believes could result in disciplinary action or other disciplinary meetings as described in Article 17 - Discipline and Discharge, Section 5. A steward may participate in additional matters when, at the discretion of the university chief human resource officer, such participation is deemed to be mutually beneficial.

**(D)** A Chief or Senior Steward may assist in the processing of the first grievance when the original steward of record is new or inexperienced. This assistance includes accompanying the Steward of record to any meetings or interviews related to the grievance, without any loss in pay.

**(E)** The employees at each university shall be allowed not more than the following:

PSU	Twelve (12) Stewards in Portland; one (1) at Salem Center so long as eight (8) or more bargaining unit employees are assigned to the Salem Center.
UO	Twenty (20) Stewards
OSU	Twenty-five (25) Stewards
WOU	Four (4) Stewards
EOU	Four (4) Stewards
SOU	Five (5) Stewards
OIT	Four (4) Stewards



To the extent practicable, each Steward will be selected from and represent equal numbers of employees who have a high degree of compatibility with respect to geographic area, classification or other employment interests.

**Section 7.** The Employer agrees that there shall be no reprisal, coercion, intimidation or discrimination against any represented employee for protected Union activities. It is recognized that only certain protected activities are permitted during work hours.

**Section 8. New Employee Orientation.** Reasonable time shall be granted for a representative of the Union to make a presentation at the orientation of new employees on behalf of the Union for the purpose of identifying the organization's representation status, organizational benefits, facilities, and related information and distributing and collecting membership applications. This time is not to be used for discussion of labor/management disputes. If the Union representative is an employee of the university, the employee shall be given time off with pay for the time required to make the presentation. The Employer will provide the Union reasonable notice of the place and time of meetings for the orientation of new employees.

**Section 9(A). Union Stewards Time Off.** Union Stewards will be granted mutually agreed upon time off during regularly scheduled working hours to investigate and process grievances, and to represent employees in investigatory interviews or disciplinary meetings as described in Article 17 - Discipline and Discharge, Section 5 upon notice to their immediate supervisor. If the permitted activities would interfere with the work the Steward or employee is expected to perform, the immediate supervisor shall, within the next work day, arrange a mutually satisfactory time for the requested activity.

**(B)** Union Stewards will receive their regular rate of pay for time spent processing grievances and representing bargaining unit employees in investigatory interviews or disciplinary meetings as described in Article 17 Discipline and Discharge, Section 5 during their regularly scheduled hours of employment. However, except as provided in Article 18, Section 10 and Section 12, only one (1) Union Steward will be in pay status for any one (1) grievance except where a grievance involves employees in more than one (1) university. Supervisors may request that stewards maintain and submit a monthly activity report of work time spent investigating and processing grievances.

**(C)** The Employer is not responsible for any compensation of employees or their representative for time spent processing grievances or distributing Union material outside their regularly scheduled hours of employment. The Employer is not responsible for any travel or subsistence expenses incurred by a grievant or Union Steward in the processing of grievances.

**Section 10. Release Time to Attend OSBHE Meetings.** One employee designated by the Union will be released with pay to attend a meeting of the Oregon State Board of Higher Education and attend Board committee meetings scheduled on the same day as the Board meeting, providing the employee notifies the immediate supervisor one (1) week in advance of the Board and Board committee meetings. The designated employee shall work at the university

where the Board meeting is scheduled or from the university in the closest physical geographic proximity to the meeting.

**Section 11.** Official Union delegates and members of the Union's Board of Directors shall be granted personal leave, accrued vacation leave, accrued compensatory time or leave of absence without pay at their request to attend the Union's biennial General Council.

The Union shall notify the Employer of the names of official delegates and board members who shall attend General Council, at least thirty (30) days in advance of the date of the General Council. In emergency situations where the Union is unable to provide thirty (30) days of advance notice, delegates and board members shall be granted leave with less than thirty (30) days' notice unless, by granting such leave, the university will suffer undue hardship.

Subject to the employee's work unit operating requirements, official Union Stewards shall be granted personal leave, accrued vacation leave, accrued compensatory time or leave of absence without pay at their request to attend the Union's annual Steward Conference. Such request will be submitted in writing at least ten (10) work days before the conference.

The Union Statewide President and Executive Director shall, at their requests, be given release time from their positions for a period not to exceed the term of his/her office for the performance of Union duties directly related and central to the collective bargaining relationship. However, if the Union President and Executive Director are employed at the same institution, the institution is not obligated to approve both requests. If the Union President or Executive Director requests release time for less than his/her full regular schedule, such release time shall be subject to the university's approval based on the operating needs of the employee's work unit. The Union shall, within thirty (30) days of payment to the President or Executive Director, reimburse the Employer for payment of salary, benefits, paid leave time, pension and all other Employer-related costs. The Union shall indemnify and the Union and its President and Executive Director 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 this Section.

**Section 12(A).** Upon timely request, the Employer shall make available at no cost to the Union the latest copy of any SEIU Local 503, OPEU bargaining unit employee statistical and expenditure reports relative to employment and benefits currently produced by the Employer that do not require manual or machine editing to remove confidential data or non-SEIU bargaining unit employee data. Such request must be made in advance of the preparation of the reports. If new and appropriate employee statistical and expenditure reports are produced by the Employer, the Employer and the Union may mutually agree in advance to provide such reports at no cost.

**(B)** Upon request, the Employer shall make available to the Union at cost any SEIU Local 503, OPEU bargaining unit employee statistical and expenditure data relative to employment and benefits which is possible to produce, although not normally produced, by the Employer. Data that are not normally produced, but possible to produce, include manual or machine editing of existing reports to remove confidential data or data on non-SEIU bargaining unit employees or data or reports that require new development.

(C) Each university shall furnish monthly to the Union a list of new employees hired into positions represented by the Union. The list shall contain the name, classification, date of employment, transfer if known, and worksites of the new employees.

**Section 13(A). Dues Deduction.** Upon receipt of a request in writing from an employee to do so, the Employer shall deduct Union dues from such employee's monthly salary or wages in the amount indicated in such request. An electronic copy transmission containing the employee's signature of such a request shall satisfy the requirement for a request in writing. These monthly dues deductions can include regular Union dues, special assessments, political dues check-off or voluntary political contributions. 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 a university receives shall be promptly forwarded to the Union. Employee applications for Union membership or dues cancellation will be submitted by the Union to the university payroll offices seven (7) working days prior to the first of each month for payroll deduction.

**(B) Dues Deduction Register.** An alphabetical listing of dues deducted for the previous month for Union members by the university shall be forwarded to the Union by the third work day for each month with the dues check. The listing shall be compiled and mailed by the Payroll Center and shall list the employee's name, (last, first, middle initial), employee's identification number, amount deducted, base pay, classification number and representation code.

**(C) Dues Adjustment Summaries for Union Members.** Summaries will be forwarded by the Payroll Center to the Union by the 20<sup>th</sup> of the month. The Dues Adjustment Summary will reconcile the previous month's remittance with the current month's remittance. The Dues Adjustment Summary will be an alphabetical listing and shall show the following:

Name (last name first, full first name, middle initial)

Formatted employee's identification number

Prior month deduction

Current month deduction

Variance (difference between prior month deduction and current month)

Reason for change in dues deduction amount (correction for previous month's error and explanation, salary increase, salary decrease, hourly, part-time, new member, cancellation, transfer to or from which university, layoff, retirement, termination, name change, leave of absence without pay, return from leave of absence without pay, end or beginning of season for seasonal employee).

The Union recognizes that the above information may require hand editing and/or notations. Therefore, only repeated similar errors or omissions will be considered a violation of this Section.

**(D)** The Employer shall continue to deduct dues from employees as long as the employee remains on the same designated payroll, except when the employee requests cancellation of the dues deduction in writing.

**(E)** 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.

**(F)** If a Union member transfers to another university, the gaining university will designate the employee as a transfer on the new employee list referenced in Section 12(C) if the gaining university is aware the employee has transferred. Such employees will be carried over to the new university with no change or interruption in their membership status and will not be required to fill out a new membership application in order to maintain their status as Union members.

**(G)** The Payroll Center shall provide monthly an electronic file on any agreed form of media or means of data transmission, all SEIU Local 503, OPEU represented employees and all SEIU Local 503, OPEU members which contains the following information in its most updated form:

Employee's Identification Number	Annual Salary
Employee name	Current Hire Date
Home Address	Adjusted Service Date
Home City	Employee Status Description
Home State	FTE
Home Zip Code	Job Location
Work Phone	Work County
Home Phone	Job Location Description
Work E-mail (if available)	Birth Date
University Position number	Gender
Position Class	Race/Ethnicity
Position Description	Race/Ethnicity
Annual Salary Indicator	Employee Class
Appointment Basis	

(H) The Union agrees to pay the one-time reasonable cost associated with reprogramming to comply with formatting and additions for providing the information requested by the Union in Sections 12 and 13 of this Article as well as all reasonable ongoing administrative costs. It is understood that the Employer is not required to provide information not currently available in the data base but rather will prospectively gather such information.

(I) **Special Reports.** Upon request, the Payroll Center will make available to the Union at cost, on a timely basis the following reports:

- (1) An alphabetical listing of the names of all SEIU Local 503, OPEU represented employees within a university;
- (2) An alphabetical listing of all SEIU Local 503, OPEU fair share payers by university. These reports shall contain:

Employee name  
Employee's identification number  
Classification with representation code  
Location code, if any  
City/county code

(J) The parties agree that if the Employer adopts a biweekly pay plan this Section of the Agreement will be opened to negotiate any issues including but not limited to readjusting reports and due dates.

(K) The Union shall indemnify and hold the Employer harmless against claims, demands, suits or other forms of liability that may arise out of action taken by the Employer for the purpose of complying with the provisions of this Article.

(L) The Employer will bill the Union for any additional costs associated with preparing information not already specifically contained in this Article.

**Section 14(A). Fair Share.** 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.

(C) Bargaining unit members who exercise their right of non-association, 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 non-religious 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 in accordance with ORS 243.666. At time of payment, notice of such payment shall simultaneously be sent to the Employer and the Union by the employee.

**(D) Fair Share Deduction Register.** An alphabetical listing of SEIU Local 503, OPEU fair share deductions for the previous month by university shall be forwarded to the Union by the third work day of each month with the month's remittance. The listing shall be compiled and mailed by the Payroll Center and shall show employee's name (last, first, middle initial), employee's identification number, amount deducted, base pay, classification number and representation code.

**(E) Fair Share Adjustment Summaries for SEIU Local 503, OPEU Members.** Summaries will be forwarded by the university payroll office to the Union by the 20<sup>th</sup> of the month. The Fair Share Adjustment Summary will reconcile the previous month's remittance with the current month's remittance. The Fair Share Adjustment Summary will be an alphabetical listing and shall show the following:

Name (last name first, full first name, middle initial)

Formatted employee's identification number

Prior month deduction

Current month deduction

Variance (difference between prior month deduction and current month)

Reason for change in dues deduction amount (correction for previous month's error and explanation, salary increase, salary decrease, hourly, part-time, new member, cancellation, transfer to or from which university, layoff, retirement, termination, name change, leave of absence without pay, return from leave of absence without pay, end or beginning of season for seasonal employee.)

The Union recognizes that the above information may require hand editing and/or notations. Therefore, only repeated similar errors or omissions will be considered a violation of this section.

**(F)** The Union shall indemnify and hold the Employer harmless against any and all claims, damages, suits or other forms of liability that may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions 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 15<sup>th</sup> 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. PECBA Information Requests.** Where the Union requests information pursuant to the Public Employees Collective Bargaining Act ("PECBA"), the Employer will acknowledge receipt of the Union's request as soon as practicable and reserves the right to challenge the Union's request.

Where the Employer agrees to release information that is not exempt from disclosure, the Employer will charge actual costs for responding to the information request in accordance with the State of Oregon Attorney General's Public Records and Meetings Manual.

## **ARTICLE 11: EMPLOYEE ASSISTANCE PROGRAM (EAP)**

**Section 1.** The Employer agrees to provide to the Union the statistical and program evaluation information provided to management concerning Employee Assistance Program(s).

**Section 2.** No information gathered by an Employee Assistance Program may be used to discipline an employee.

**Section 3.** Employees shall be entitled to use accrued sick leave for participation in an Employee Assistance Program.

**Section 4.** Each university will offer training to local Union Stewards on the Employee Assistance Program available in their university, on university time, where an Employee Assistance Program is available.

## **ARTICLE 12: CHILD CARE**

The Employer may make available the use of facilities for child care centers. Use of facilities shall include a rental/lease agreement. Any child care facilities and/or vendors utilized under this Article must be certified in accordance with state laws and regulations.

## **ARTICLE 13: CONTRACTING OUT**

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

When the contracting out will displace bargaining unit members, such contracting out shall occur only after the affected university has:

- (1) issued a request for proposals with electronic copy to the Union at the time of posting; and
- (2) received bids from contractors; and
- (3) conducted a feasibility study as described in Section 2 below; and
- (4) provided the Union an opportunity to submit an alternate proposal as described in Section 3 below.

**Section 2. Feasibility Study.** A feasibility study will identify the potential costs, service quality and other benefits which would result from contracting out the work in question. The cost analysis for the feasibility study shall not include the Employer's indirect overhead costs for existing salaries or wages and benefits for administrative staff or for rent, equipment, utilities, and materials, except to the extent that such costs are attributable solely to performing the services to be contracted out. Upon completion of the feasibility study, the Employer agrees to furnish the Union with a copy of the feasibility study, the bid from the Apparent Successful Bidder and 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. The Employer shall not go forward with contracting out the work in question if more than sixty percent (60%) of any projected savings resulting from the contracting out are attributable to lower employee wage and benefit costs.

**Section 3. Union Alternate Proposal.** Upon receipt of the feasibility study, the Union shall have no less than thirty (30) calendar days in which to submit to the Employer an alternate proposal that responds to the elements within the Employer's feasibility study. The alternate proposal shall include the potential cost savings, service quality, and other benefits which would result from not contracting out the work in question. During this thirty (30) calendar day period, the Employer shall not agree to any of the bids or proposals.

If the Union's alternate proposal would result in savings equal to or greater than that identified in the management plan, the parties will agree in writing to implement the Union proposal.

**Section 4.** 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 of ORS 243.712 or 243.722 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 Oregon University System and the employee is removed from his/her job.

**Section 5.** Once a university makes a decision to contract out, it will either:

(A) Require 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 OUS will continue to provide each such employee with six (6) months of health and dental insurance coverage through the Public Employees' Benefits Board, if continuation of coverage under the Public Employees' Benefits Board is allowed by law and pertinent rules of eligibility; or

(B) Place employees displaced by a contract elsewhere in the Oregon University System in the following order of priority: within the department,



within the university, or within OUS generally. The Employer will place such employees in a salary range as close to their current salary range as possible. Salaries of employees placed in lower classifications will be red-circled. To the extent this Article conflicts with Article 32 - Filling of Vacancies, this Article shall prevail.

(C) An employee may exercise his/her layoff rights pursuant to Article 48 – Layoff if the employee finds option (A) or (B), as selected by the Employer, is unsatisfactory.

The employee must select layoff within thirty (30) calendar days pursuant to notification of Paragraph (A) or (B) of this Section.

**Section 6.** Nothing in this Article shall prevent the Employer from continually analyzing its operation for the purpose of identifying cost saving opportunities.

## **ARTICLE 14: NEGOTIATIONS PROCEDURES**

**Section 1.** Negotiations shall commence pursuant to Article 4 – Term of Agreement of this Agreement.

**Section 2.** The Employer agrees to grant leave with pay for one employee per university to represent the Union for actual negotiating table time including caucuses, negotiation work sessions and a reasonable number of membership meetings relating to negotiations starting on the October 15 prior to the current contract expiration. In addition, the Employer agrees to grant leave with pay for a bargaining team chairperson designated by the Union. The Union agrees, as a prior condition to the release of the employee from work, to notify the Employer in writing of the member designated for negotiations. The Employer is not responsible for travel, per diem, overtime or other benefits beyond that which the employee would have received had the employee not attended bargaining sessions. Subject in each case to prior approval by the university, the Employer further agrees to grant leave without pay to additional employees determined necessary by the Union to attend negotiating sessions. 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 agrees alternatively as follows:

(A) Seven (7) work days notice shall be given by the Union to the Employer so as to allow the Employer to avoid payment of penalty pay for the schedule change of the replacement employee; or

(B) If the Union does not give notice prescribed in (A) above, the Union shall reimburse the Employer for the penalty pay paid to the replacing employee.

**Section 3. Ratification.** It is understood that all tentative agreements at the table are subject to ratification by both parties.

## **ARTICLE 15: PARKING**

The Employer agrees to advise the Union of any proposed change in parking rates at OUS owned or operated facilities as soon as the Employer has knowledge of an impending change.

## **ARTICLE 16: PERSONNEL RECORDS**

**Section 1(A). The Official Personnel File.** Each university shall maintain one (1) official personnel file for each employee, located at the primary administrative Human Resources Office for the university. The official personnel file will be maintained under conditions that ensure the integrity and safekeeping of the files.

Upon reasonable notice, an employee may inspect the records, excluding any confidential reports from previous employers, in his/her official university personnel file; provided that, if the official personnel file is kept at a separate facility, the employee shall, at the university's discretion, either be allowed to go where the file is kept or the file will be brought to the employee for review within five (5) work days of his/her request. 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.

**(B)** 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 five (5) working days or refuses to sign the material, the university may place the material in the file provided a statement has been signed by two (2) management representatives and a copy of the document was mailed certified to the employee at his/her address of record.

**(C)** Employees shall be entitled to prepare a written explanation or opinion regarding any critical or allegedly incorrect material placed in his/her official personnel file. The employee's explanation or opinion shall be attached to the critical or allegedly incorrect material and shall be included as part of the employee's official personnel record so long as the critical materials remain in the file.

**(D)** An employee may include in his/her official personnel file a reasonable amount of relevant material such as letters of commendation, licenses, certificates, college course credits and other material that relates creditably on the employee. This material shall be retained for a minimum of three (3) years except that licenses, certificates or college credit information may be retained so long as they remain valid and relevant to the employee's work.

(E) Material reflecting caution, consultation, warning, admonishment and reprimand shall be retained for a maximum of three (3) years. Such material however shall be removed after twenty-four (24) months, provided there has been no recurrence of the problem or a related problem in that time if requested by the employee in writing.

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.

Material mutually-agreed to be incorrect will be removed from an employee's personnel file. (See Article 54 Position Descriptions and Performance Evaluation.)

**Section 2(A). Supervisory Files.** Supervisors may keep records and/or anecdotal notes on subordinate employees. Employees shall be notified if a supervisory file is being kept. Supervisory files will be maintained under conditions that ensure the integrity and safekeeping of the files.

(B) The employee may inspect the supervisory file upon reasonable notice to the supervisor. Upon employee request, a copy of the records and anecdotal notes within the file will be provided.

(C) At the employee's request, rebuttal documents will be placed in the supervisory file.

(D) If the employee severs his/her employment with the university, the supervisory file will be expunged. If the employee promotes, transfers or demotes within the university, the supervisory file will be retained in the former department for a period of up to one (1) year from the effective date of such action, at which time the file will be expunged.

## **ARTICLE 17: 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 parties agree that the procedures described in Article 17 - Discipline and Discharge, Article 18 Grievance and Arbitration Procedure, and Article 19 - No Discrimination shall be the only contractual procedure for resolving disputes concerning discipline and discharge.

### **Section 2. Reduction, Suspension and Demotion**

(A) **Disciplinary Actions.** An employee reduced in pay, demoted or suspended without pay shall receive written notice of the discipline with the specific charges and facts supporting the discipline at the time disciplinary action is taken.

**(B) Investigatory Suspensions with Pay.** In cases where an employee has been suspended with pay pending an investigation, written notice of the allegations as they are known at the time, must be provided to the employee within seven (7) calendar days of the effective date of the action. Investigatory suspensions with pay become disciplinary when the investigation:

(1) results in further disciplinary action; or

(2) extends beyond fourteen (14) calendar days unless, prior to the 14<sup>th</sup> day, the Employer notified the affected employee and the Chief Steward or Union designee that the investigation is extended up to a total of forty-five (45) calendar days. Such notice shall provide the reason(s) for the extension.

Suspensions with pay will not be recorded in employee personnel files or used in any manner against an employee if no disciplinary action is subsequently taken.

**(C) Notification.** The university shall have the following statement appear on all dismissals and disciplinary notices covered in Section 1 above:

“If you choose to contest this action you have a right to be represented by the SEIU Local 503, OPEU and you must file an appeal within thirty (30) calendar days from the effective date of this action in accordance with Article 18 - Grievance and Arbitration Procedure.”

Included with this statement will be the name of the Chief Steward or a Steward designated by the Union with his/her work phone and/or home phone number.

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

**(D) Appeals of Written Reprimands, Denial of a Performance Pay Increase, and any Other Form of Discipline Other than Dismissal, Reduction, Suspension and Demotion Appeals.** Appeal of a written reprimand, denial of an annual eligibility date performance pay increase, and any other form of discipline other than dismissal, reduction, suspensions and demotions shall be filed in accordance with Article 18 - Grievance and Arbitration Procedure.

**Section 3.** 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 university’s chief human resource officer or designee at a time and date set forth in the notice, which date shall not be less than seven (7) calendar days from the date the notice is received or, at the option of the employee, by written response by that date. The employee shall be permitted to have an official Union representative present. At the discretion of the university’s chief human resource officer or designee, the employee may be suspended with or without pay or be allowed to continue to work as specified in the predissmissal notice. Should an employee be suspended without pay, the employee will first be afforded notice and the right to present mitigating circumstances to the university’s chief human resource officer or designee.

**Section 4.** Employees in initial trial service with the university shall have no right to appeal removals from service 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 from service may have his/her dismissal appealed by the Union under this Article.

**Section 5(A).** 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 or in a meeting with an employee called to deliver disciplinary action other than written reprimands under Section 1 of this Article. The employee will have the opportunity to consult with a local Union Steward or Union Organizer before the interview, but such consultation shall not cause an undue delay.

**(B)** If no disciplinary action is taken, investigation material will not be recorded in the employee personal file or used in any manner against the employee.

## **ARTICLE 18: 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, or in the case of discipline, within thirty (30) calendar days of the effective date of the action. In the event that a deadline for filing a grievance, submitting a grievance response, or appealing a grievance response falls on a Saturday, Sunday or university holiday, such action will be considered timely if it is taken by 5:00 p.m. on the following business day (Monday – Friday).

Grievances shall be reduced to writing, and shall be signed by the grievant(s), stating the specific Article(s) alleged to have been violated and clear explanation of the alleged violation, sufficient to allow processing of the grievance. In the case of group grievances, the grievance shall specifically enumerate, by name, the affected employees, when known. Otherwise, the affected employees will be generically described (i.e., work location, classification, approximate number of employees) in the grievance. Grievances shall be filed at all steps of this procedure on the form identified as the Official Statement of Grievance Form. Once filed, 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. However, grievances arising under Article 19 - No Discrimination and Article 53 - Reclassification Upward/Downward shall be subject to the alternative procedures specifically outlined in their respective Articles.

At the request of either party, a meeting between the Union and the Employer representatives will take place at any step of the grievance procedure within thirty (30) calendar

days from the date of the request. If a meeting is held at the request of the grievant and/or the Union, any time limit for the Employer's response set forth below shall run from the date of the meeting.

**Section 2.** Time limits specified in this and the above-referenced Articles 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. "Filed" for purposes of all grievances shall mean postmarked (dated by meter or U.S. Post Office), or faxed, emailed or hand-delivered by the close of the business day (5:00 p.m.) to the appropriate office identified in Appendix I of this Agreement.

If at any step of the grievance procedure, the Employer fails to issue a response within the specified time limits, the grievance may be advanced to the next step of the grievance procedure. If the grievant or Union fails to meet the specified time limits, at any step of the grievance and arbitration procedure, 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. Multi-Supervisor and Multi-University Grievances.** Where there are grievances in universities/colleges involving two (2) or more supervisors, such grievances shall be filed and processed in accordance with Step 2 of the grievance procedure. When a grievance involves employees in more than one (1) university, such grievance shall be filed and processed in accordance with Step 3 of this Article. The grievance shall specifically enumerate, by name, the affected employees, when known. Otherwise, the affected employees will be generically described (i.e., work location, classification, approximate number of employees) in the grievance.

**Section 5. Grievance Procedure.** Grievances shall be processed as per Appendix I (Grievance Filing and Timeline Chart).

**(A) Step 1.** The grievant(s), or the Union on behalf of the grievant(s), shall file the grievance consistent with the requirements of Section 1 with his/her immediate excluded supervisor, except in the case of grievances described in paragraph B of this Section. The supervisor shall respond in writing to the grievant(s) within thirty (30) calendar days from the receipt of the grievance.

The parties agree that all Step 1 grievance settlements are non-precedential and shall not be cited by either party or their agents or members in any arbitration or fact-finding proceedings now or in the future. Step 1 grievance settlements shall be reduced to writing and signed by the grievant and the immediate excluded supervisor.

The settlement shall include the statement:

“Step 1 grievance settlements are non-precedential and may not be cited by either party or their agents or members in any arbitration or fact finding proceedings now or in the future.”

Actions taken pursuant to Step 1 settlement agreements shall not be deemed to establish or change practices under this Agreement, including but not limited to Article 5 – Complete Agreement/Past Practices, or ORS Chapter 243 and shall not give rise to any bargaining or other consequential obligations.

**Step 2.** When the response at Step 1 does not resolve the grievance, the grievance must be filed by the Union within thirty (30) calendar days after the Step 1 response is due or received, whichever occurs first. The appeal shall be filed in writing to the university President or designee, who shall respond in writing within thirty (30) calendar days after receipt of the Step 2 appeal.

**Step 3.** Failing to settle the grievance in accordance with Step 2, the appeal, if pursued, must be filed by the Union and received by the OUS Office of General Counsel within thirty (30) calendar days after the Step 2 response is received. A copy of the Step 3 appeal shall be sent concurrently to the University’s Human Resources Office. OUS shall respond in writing within thirty (30) calendar days from receipt of the Step 3 appeal. A copy of the Step 3 response shall be sent concurrently to the Union representative filing the Step 3 appeal, the Union’s Legal Department, and the Union’s Member Resource Center.

Pursuant to Article 19 - No Discrimination, grievances involving discrimination must be appealed to BOLI and/or EEOC.

**Step 4.** Grievances that are not satisfactorily resolved at Step 3 may be appealed to arbitration, in accordance with Section 6 of this Article. The Union may elect to arbitrate dismissal grievances under Section 6 or Section 11 of this Article, but not both.

**(B) Exceptions to Initial Filing at Step 1**

**(1) Grievances Filed Initially at Step 2**

The following types of grievances shall be filed initially with the university President or designee (Step 2), in accordance with the procedures specified in Sections 1 and 5(A) of this Article:

- (a) Discipline grievances above a letter of reprimand other than dismissal;
- (b) Discrimination grievances (Article 19);
- (c) Family Medical Leave Act (FMLA)/Oregon Family Leave Act (OFLA)

grievances;

- (d) Layoff and recall grievances (Article 48);
- (e) Reclassification downward (Article 53, Section 4);
- (f) IT Competency Levels (Article 66, Section 4, B, C, and D);
- (g) Multi-supervisor grievances (grievances in a university involving two or more supervisors in a university—Article 18, Section 4).
- (h) Grievances alleging a violation of Article 2 – Recognition, Section 5 regarding temporary appointments.

**(2) Grievances Filed Initially At Step 3.**

The following types of grievances shall be filed initially with the OUS Office of General Counsel (Step 3) in accordance with the procedures specified in Sections 1 and 4 of this Article:

- (a) Dismissal Grievances;
- (b) Reclassification upward grievances (Article 53, Section 4(A));
- (c) Multi-university grievances (grievances involving employees in more than one University—Article 18, Section 4).

**(C) Family Medical Leave Act/Oregon Family Leave Act Grievances.** Any grievances alleging a violation of Article 40 – Sick Leave, Section 9, Family Medical Leave Act (FMLA) will be submitted in writing 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, directly to the university President or designee as defined or used in Article 18, Section 5. A copy of the grievance shall be sent concurrently to the OUS Office of General Counsel. The university President or designee shall respond within thirty (30) calendar days after receipt of the grievance. All unresolved FMLA grievances may be submitted by the Union or the grievant to the U. S. Department of Labor if not already so filed. All unresolved OFLA grievances may be submitted by the Union or the grievant to the Oregon Bureau of Labor and Industries (BOLI) if not already so filed. However, such grievances shall not be subject to arbitration under this Agreement. Nothing in this Article shall preclude an employee from filing a complaint with BOLI or the U.S. Department of Labor at any time.

**Section 6(A). Arbitration Selection and Authority.** For dismissal grievances refer to Section 11 of this Article. Within fifty-five (55) calendar days of receipt of OUS’s response at Step 3 by the Union’s Legal Department, the Union shall notify the Federal Mediation and Conciliation Service (FMCS) of the dispute and request a list of arbitrators that shall be specifically limited to Oregon, Washington and Idaho arbitrators. (During the term of the 2013-15 Agreement, the parties shall attempt to reach agreement on a permanent panel of arbitrators and a process for using such arbitrators, in lieu of the current FMCS selection process. In the absence of agreement on such a panel and process, the current selection process will be retained.)



A copy of such notice shall be sent concurrently to the OUS Office of General Counsel and the Human Resources Office for the university with which the grievance was initially filed. Selection of arbitrators and dates shall be in accordance with the rules of FMCS. The arbitration will be handled in accordance with the rules of FMCS. In the event the Union fails to notify FMCS within fifty-five (55) calendar days of receipt of the OUS Step 3 response, as specified above, the grievance shall be considered withdrawn and it cannot be resubmitted. The Union may request, and OUS may agree, to an additional thirty (30) calendar days in which to file a request to select an arbitrator. However, any additional time agreed to will not be used in calculating the Employer's liability for any remedy awarded by an arbitrator.

**(B)** The arbitrator shall have the authority to hear and rule on all issues that 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.

**(C)** 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, and shall be confined to the application and interpretation of this Agreement. The arbitrator shall not make any decision that limits or interferes with the authority of the Employer, except as modified by this Agreement.

**(D)** The Parties shall split the arbitrator's charges equally. Should a grievance be withdrawn after the selection of an arbitrator, all charges by the arbitrator shall be paid by the withdrawing party unless the grievance is withdrawn pursuant to a settlement of the grievance. 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 and the Steward of record shall be granted leave with pay for appearance in arbitration proceedings, including the time required going and returning to his/her headquarters. NOTE: See Article 43 - Leaves With Pay, Section 3.

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

**Section 9. Grievance Committees.** A committee of the Union Stewards for each university as listed below shall be appointed by the Union to act as a grievance committee. The committee shall discuss employee grievances for the purpose of achieving resolutions at the lowest possible level of the grievance procedure. The Union Stewards appointed to this committee shall be allowed one (1) hour on duty per month for committee meetings, without loss of pay and benefits provided time off is prescheduled with the supervisor and activity is reported to the supervisor pursuant to Article 10 - Union Rights, Section 9. The university shall suffer no

overtime obligation as a result of this Article. The employees in each university shall be allowed not more than the following:

Oregon State University	Five (5) Union Stewards
University of Oregon	Three (3) Union Stewards
Portland State University	Three (3) Union Stewards
Western Oregon University	Two (2) Union Stewards
Oregon Institute of Technology	Two (2) Union Stewards
Eastern Oregon University	Two (2) Union Stewards
Southern Oregon University	Two (2) Union Stewards

**Section 10(A). Expedited Arbitration of Dismissal Grievances.** If the Union wishes to proceed to arbitration on a dismissal grievance it shall notify the OUS Office of General Counsel of its intent to proceed to arbitration within twenty (20) calendar days following the date that the Step 3 response was received by the Union’s Legal Department. A copy of the notice shall be sent concurrently to the Human Resources Office for the university with which the grievance was initially filed. Unless the Union specifies in such notice that it wishes to process the grievance under Section 6(A) of this Article, the parties agree to use the expedited procedure specified in this Section, and the parties will mutually arrange for scheduling an arbitrator in accordance with paragraph (B) of this Section.

(B) The parties have agreed on a list of five arbitrators who have agreed in advance to be available on short notice to hear such cases. Arbitrators shall be used on a rotational basis. An arbitrator unable to hear an expedited arbitration case within sixty (60) calendar days of his/her selection shall be deemed unavailable and the next arbitrator in turn will be selected. If no arbitrators on the list are available to hear the case within sixty (60) calendar days, the earliest available arbitrator shall be used.

(C) The hearing shall be conducted as soon as practicable. Except by mutual agreement, there shall be no transcripts. The arbitrator shall issue a decision as soon as possible, but no later than twenty-one (21) calendar days after the hearing has been closed. The 21-day requirement may only be waived by mutual agreement of the parties.

**Section 11. Bi-Monthly Meetings.** The Chief Steward or Steward designated by the Union and the university’s chief human resources officer or designee shall schedule bi-monthly meetings to review pending grievances and contractual issues and to make good faith efforts to resolve such grievances and issues. The Chief Steward or Steward designated by the Union and the university’s chief human resources officer or designee shall mutually agree on the participation of other Union and Employer representatives at these meetings on a case-by-case basis. Such meetings shall take place during regular working hours. Bargaining unit employees authorized to attend these meetings shall be considered to be on work time.

**Section 12.** Upon the Union’s written request in support of a specific grievance, the University, within a reasonable period of time, will provide a listed summary of redacted Employer-issued disciplinary actions. Such requests will not extend beyond the statutory records retention requirement and the cost for preparing the summary will be borne by the Union.

## ARTICLE 19: 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 because of race, color, marital status, religion, sex, national origin, age, or disability, or any other protected class under State or Federal Law. Neither will the Employer discriminate based on sexual orientation. Complaints alleging such discrimination may be directed to the University's Equal Opportunity/Affirmative Action Office or presented as a Step 2 grievance as set forth below.

**Section 2.** Sexual harassment is considered a form of sex discrimination. No employee shall be subjected to sexual harassment by the Employer, Union or other bargaining unit members. Unwelcome sexual advances, requests for sexual favors and other deliberate or repeated unsolicited verbal or physical conduct of a sexual nature constitute 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.** Any grievance alleging violation of this Article may proceed only to Step 2 and is not arbitrable. Any such grievance will be submitted in writing 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, directly to the university President or designee as defined or used in Article 18-Grievance and Arbitration Procedure, Section 5. The university President or designee shall respond within thirty (30) calendar days after receipt of the grievance. If an employee or the Union files a discrimination grievance under this Article, and the employee also files a discrimination complaint with the University's Equal Opportunity/Affirmative Action (EO/AA) office concerning the same allegations, the deadline for the response to the grievance shall be seven (7) calendar days after whichever of the following occurs first:

(A) sixty (60) calendar days from the date the complaint is filed with the University EO/AA office, or

(B) the date of the University EO/AA office's response to the complaint.

**Section 4.** All unresolved discrimination grievances may be submitted by the Union or the grievant to the Bureau of Labor and Industries or the Equal Employment Opportunity Commission (EEOC) for resolution, if not already so filed. Nothing in this Article shall preclude an employee from filing a charge of discrimination with the Bureau of Labor and Industries or the EEOC at any time.

NOTE: Time lines for filing tort claims notice or legal actions are not suspended by filing a grievance under this Article. This note is for information only and is not part of the contract.

## **ARTICLE 20: DIFFERENTIAL PAY**

**Section 1(A). Geographic Area Pay.** Classifications C4115, C4116, C4207, C4209, C4211, C4213, C4215, C4221, C4223, C4225: Prevailing basic rates in specific geographical areas for employment of limited duration less than one hundred twenty (120) days will be approved. Employees paid at such rates will not be eligible for vacation, sick leave or holiday benefits. Such rates will be paid only for construction work.

**(B)** A differential, not to exceed twenty-five percent (25%) over the base rate, may be paid a regular, nonresident classified employee upon approval of the university Appointing Authority. An employee would not be entitled to a per diem expense allowance in lieu of the differential.

**(C)** C2309, C2312, C2313 (Education Project Assistant, Education Program Assistant 1 and 2): Prevailing local rates for foreign nationals employed outside the United States.

### **Section 2. Special Duty Pay**

**(A) 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: One dollar (\$1.00) per hour.

**(B) Application: C6222, C6224 (Staff Nurse, Registered Nurse 1).** Staff Nurses and Registered Nurses who are assigned and are performing charge duties will receive an additional five percent (5%) per hour worked in the performance of such assigned charge duties. When this special duty pay condition occurs on a holiday worked or in an overtime period worked, this additional special duty premium pay shall be paid at the rate of time and one-half (1-1/2).

**(C) Application: C6135 (Licensed Practical Nurse).** Eligibility: Charge differential shall be defined as a temporary hourly differential for a Licensed Practical Nurse who has been assigned charge duties by the Employer.

Rate: Licensed Practical Nurses who are assigned and are performing charge duties shall receive an additional five percent (5%) above their current rate of pay for all hours worked during the assignment. When this special duty pay condition occurs on a holiday worked or in an overtime period worked, this additional special duty premium pay shall be paid at the rate of time and one-half (1-1/2).

**(D) Diving Differential.** Eligibility: Employees whose work assignment requires the use of self-contained underwater breathing apparatus or other sustained underwater diving

equipment and who passes current certification for the use of such equipment will receive a differential of five dollars (\$5.00) per hour or any fraction thereof, for actual diving time.

**(E) Hazardous Materials Differential.** Employees shall be paid a differential of one dollar and fifty cents (\$1.50) per hour for all time spent performing work with hazardous materials which requires a certificate or a license and shall be paid a differential of two dollars (\$2.00) per hour for all time spent performing work with hazardous materials which requires a supervisory certificate or license. This differential will apply only when Haz Mat duties are not included in the employee's classification specifications.

**(F)** Employees shall be paid a differential of one dollar and fifty cents (\$1.50) per hour for all time spent working in OSHA permit-required confined space (permit space), currently defined at 29 CFR 1910.146.

**(G) Sexual Assault Nurse Examiner.** Application: C6222, C6223, C6224, C6225- (Staff Nurse, Charge Nurse, Registered Nurse 1, Registered Nurse 2). Eligibility: Employees in the above classifications who are assigned to conduct SANE (Sexual Assault Nurse Examiner) examinations.

Rate: One dollar and fifty cents per hour (\$1.50/hr) above the employee's base rate for all hours worked performing such duties.

### **Section 3. Special Qualifications Pay**

**(A) Bilingual.** A differential of five percent (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 or the use of sign language) as a condition of employment. The interpretation and translation skills must be contained in an employee's individual position's position description.

**(B) Supervisory Electrician Differential.** Eligibility: Employees whose work assignment requires that they be licensed as a supervisory electrician by the university.

Rate: A differential of five percent (5%) over the base rate shall be paid.

**(C) Nuclear Reactor License Differential.** Eligibility: Employees who are required to possess a nuclear reactor operator's license by the Employer where such license is not a requirement of the classification.

Rate: A differential of five percent (5%) over the base rate shall be paid.

**(D) Special Campus Security Officer Differential.** Eligibility: Employees who are designated as special campus security officers as per ORS 352.385.

Rate: A differential of ten percent (10%) over the base rate shall be paid.

**(E) Application: C0312 (Campus Dispatcher).** Eligibility: Campus Dispatchers required to receive and successfully complete the telecommunicator training offered at the Department of Public Safety Standards and Training.

Rate: A differential of ten percent (10%) over the base rate shall be paid.

**(F) Campus Dispatcher PSAP Differential.** Eligibility: Campus Dispatchers (C0312) assigned to work as secondary Public Safety Answering Point

Rate: A differential of five percent (5%) over the base rate shall be paid.

**(G) High Voltage Electrician Differential.** Application: C4213 and C4248- (Electrician and Electrical/Control System Technician). Eligibility: Employees whose positions require the employee to be trained and qualified as a High Voltage Electrician.

Rate: A differential of ten percent (10%) over the employee's base rate shall be paid for time performing this work.

**(H) Application: C2315 and C2316 (Early Childhood Assistant and Early Childhood Associate Teacher Special Education).** Eligibility: Employees in positions which specifically require and have been specifically recruited to work with children with special needs as a condition of employment. Children with special needs are defined as those who meet eligibility criteria to receive Early Intervention or Early Childhood Special Education services according to Oregon Department of Education rules. These positions will primarily be found in centers like Early Childhood Cares. The specialized knowledge and skills must be contained in the individual position's position description.

Rate: A differential of ten percent (10%) over base rate will be paid to these employees.

**Section 4(A). Shift Differential.** Eligibility: Shift Differential shall apply to all employees except temporary appointments. (However, see Article 68, Section 11 - Represented Temporary Employees.) In order to qualify for the shift differential, an employee must be in a job classification which is allocated to Salary Range 24 or below. All employees shall be paid a differential as outlined in Paragraphs (B) and (C) below for each hour or major portion thereof (thirty minutes (30) 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.

**(B)** All other personnel excluding those identified in Paragraph (C) will receive a differential of seventy-five cents (\$.75) per hour.

**(C)** Registered Nurses, Mid-Level Medical Practitioners, and Licensed Practical Nurses will receive a shift differential of one dollar and thirty-five cents (\$1.35) per hour.

**Section 5(A). Lead Work Differential.** Except as provided in paragraph (F) of this Section, 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 two (2) or more

bargaining unit employees in an equivalent or lower salary range for ten (10) consecutive work days or longer. Lead work is where, on a recurring daily basis, the employee has been directed to perform substantially all of the following functions: 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.

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

**(C)** 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.

**(D)** Lead work differential shall not apply for voluntary training and development purposes that are mutually agreed to in writing between the supervisor and the employee.

**(E)** Lead work differential shall not apply to employees in those classifications that normally perform oversight or lead work duties.

**(F)** If an employee believes that he/she is performing the duties that meet the criteria in Section 5(A) of a lead worker, but the duties have not been formally assigned in writing, the employee may notify the President or designee in writing. The university will review the duties within fifteen (15) calendar days of the notification. If the university 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 President or designee of the issue.

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

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

**(G)** Consistent with all provisions of Paragraph (A) through (F) of this Section, a five percent (5%) lead work differential shall be paid to employees who are employed in the classification of Office Assistant; Food Service Worker 1-2; Custodian; or Laborer 1; AND are assigned in writing by their supervisor to lead the work of four (4) or more student employees for ten (10) consecutive calendar days or longer; however, employees so assigned will only be eligible for this differential for the work weeks in which the collective hours of work performed by the assigned student employees equals forty (40) hours or more.

**Section 6(A). Work Out-of-Classification.** When an employee is assigned for a limited

period to perform the duties of a position at a higher level classification for more than ten (10) consecutive calendar days, the employee shall be paid at what would be the next higher salary step or the first step of the higher salary range, whichever is greater. When assignments are made to work out-of-classification for more than ten (10) 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.

(B) 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.

(C) An employee who is under-filling a position shall be informed in writing that he/she is an under-fill, the reasons for the under-fill, and the requirements necessary for the employee to qualify for reclassification to the allocated level. Upon gaining regular status and meeting the requirement for the allocated level of the position, the employee shall be reclassified.

(D) Assignments of work out-of-classification shall not be made in a manner that will subvert or circumvent the administration of this Section.

## **ARTICLE 21: SALARY**

**Section 1(A). Salary Increase.** Effective December 1, 2013, salary rates shall be increased by 1.5%.

(B) Effective December 1, 2014, salary rates shall be increased by 2.0%. For every one and six-tenths percent (1.6%) that the actual 2015 PEBB composite rate is below the projected five percent (5.0%) increase for Plan Year 2015, the two percent (2.0%) salary increase will be paid one (1) month earlier than the December 1, 2014 increase.

**Section 2(A). Public Employees Retirement System ("PERS") Members.** For purposes of this Section 2(A), "employee" means an employee who is employed by the Employer on August 28, 2003 and who is eligible to receive benefits under ORS 238 for service with the Employer pursuant to Section 2 of chapter 733, Oregon Laws 2003.

**Retirement Contributions.** On behalf of employees, the State will continue to "pick up" the six percent employee contribution, payable pursuant to the law. The parties acknowledge that various challenges have been filed that contest the lawfulness, including the constitutionality, of various aspects of PERS reform legislation enacted by the 2003 Legislative Assembly, including chapters 67 (HB 2003) and 68 (HB 2004) of Oregon Laws 2003 ("PERS Litigation"). Nothing in this Agreement shall constitute a waiver of any party's rights, claims or defenses with respect to the PERS Litigation.

(B) **Oregon Public Service Retirement Plan Members.** For purposes of this Section 2(B), "employee" means an employee who is employed by the Employer on or after August 29, 2003 and who is not eligible to receive benefits under ORS 238 for service with the Employer



pursuant to Section 2 of chapter 733, Oregon Laws 2003.

**Contributions to Individual Account Programs.** As of the date that an employee becomes a member of the Individual Account Program ORS 238A.300 and ORS 238A.305, the Employer will pay an amount equal to six percent (6%) of the employee's monthly salary, not to be deducted from the salary, as the employee's contribution to the employee's account in that program. The employee's contributions paid by the Employer under this Section 2(B) shall not be considered to be "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 238A.330 and ORS 238A.335.

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

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

The full amount of the contributions paid by the Employer on behalf of employees pursuant to the Agreement shall be considered as 'salary' within the meaning of ORS 238.005(21) and ORS 238A.005 for purposes of computing an employee member's 'final average salary' within the meaning of ORS 238.005(8) and ORS 238A.130 but shall not be considered to be 'salary' for the purposes of determining the amount of employee contributions required to be contributed under ORS 238A.330 and ORS 238A.335.

**Section 3. Selective Salary Adjustments.** Effective November 1, 2013, employees in the classifications listed in Section 3(D) below shall be placed in the new salary range in the following manner:

**(A)** Employees who are below the first step of the new salary range shall be placed at the first step of the new salary range on November 1, 2013, with a new salary eligibility date of November 1.

**(B)** For an employee whose rate is within the new salary range, but not at a corresponding salary step, the employee's salary shall be maintained at the current rate. If qualified, the employee shall be granted a salary rate increase of one full step within the new salary range plus that amount that their current salary rate is below the next higher rate in the salary range on the employee's next salary eligibility date.

(C) All other employees shall be placed in the new salary range on November 1, 2013 at a salary rate equivalent to their current rate and shall be eligible for increases on their next salary eligibility date, after November 1, 2013.

(D) List of selectives and changes in salary ranges.

Classification	Class #	Current Range	New Range
Locksmith	4227	16B	18B
Medical Aide	6107	14	15
Parking Services Rep.	5550	11	12
Physical Therapists	6503	27	31
Refrigeration Mechanics	4470	20B	23B

**Section 4. Statement of Joint Intent/Commitment.** The parties are resolved to work jointly to achieve appropriate compensation increases through the specific mechanisms and commitments incorporated in this Article. The parties agree that the goal under this Article is to make bona fide efforts to progressively achieve (1) total compensation levels that represent plus or minus five (5) percent of market, as defined in Section 5 of this Article, for the classifications represented in Appendix A of this Agreement; and (2) a compensation system that is fair and equitable. The parties agree and understand that any specific increases in compensation are subject to the availability and authorization of appropriated funds for the purpose.

**Section 5. Measures and Standards for Compensation Increases.** The parties agree that the appropriate measures and standards for determining appropriate levels for compensation increases shall include a market survey, which they shall jointly develop and update on a biennial basis, and Consumer Price Index (CPI) data. The parties agree that the jointly developed market survey shall use as its base: comparators, benchmarks, base pay and benefits. Additionally the parties agree that they will rely on the CPI for Portland - Salem, OR - WA, All Urban Consumers, as reported by the United States Bureau of Labor Statistics. The parties agree that both market survey data and CPI data will be considered together in making assessments and recommendations for compensation increases.

## **ARTICLE 22: SALARY ADMINISTRATION**

**Section 1(A). Pay.** Pay for employees in the bargaining unit shall be in accordance with the Compensation Plan adopted by the Oregon State Board of Higher Education as modified by this Agreement. No changes shall be made in the Compensation Plan which affect bargaining unit employees unless the parties to this Agreement have negotiated the changes and reached agreement on what changes will be made. This is not intended to prevent mechanical changes or other minor changes necessary to administer the Compensation Plan.

(B) All employees shall be paid no later than the last day of the month. When a payday occurs on Monday through Friday, payroll checks shall be released to employees on that day. When payday falls on a Saturday, Sunday or holiday, employee paychecks shall be made

available after 8:00 a.m. on the last working day of the month. When an employee is not scheduled to work on the payday, the paycheck may be released prior to payday if the paycheck is available and the employee has completed the "Request for Release of Payroll Check Form". However, the employee may not cash or deposit the check prior to the normal release time. Any violation of this provision may be cause for disciplinary action. All checks released early under this Article shall be accompanied by written notice from the Employer as to the normal release time and date for that employee and a statement that early cashing or depositing of the check may be cause for disciplinary action.

(C) Employees shall be paid no less than the minimum rate of pay for their classification upon appointment to a position in OUS. An entrance salary rate may exceed the minimum rate when the university Appointing Authority believes it is in the best interest of the university to do so.

(D) Release of sixty percent (60%) of an employee's earned gross wages prior to the employee's designated payday shall be authorized, subject to approval of the university Appointing Authority or designee, in emergency cases upon receipt of a written request from the employee that describes the emergency. An emergency situation shall be defined as an unusual, unforeseen event or condition that requires immediate financial attention by an employee. Emergencies include but are not limited to the following circumstances:

- (1) death in family;
- (2) major car repair;
- (3) theft of funds;
- (4) automobile accident (loss of vehicle use);
- (5) accident or sickness;
- (6) destruction or major damage to home;
- (7) new employee lack of funds (maximum 1 draw); or
- (8) moving due to transfer or promotion.

**Section 2. Submission of Salary Increases.** Recommendations for salary increases must be made to be effective on the first day of the month and must be submitted prior to the proposed effective date. However, retroactive six (6) month and annual salary increases to correct errors or oversights and retroactive payments resulting from grievance settlements shall be authorized.

**Section 3. Performance Increase.** Salary administration shall be based upon a performance-based system. Employees shall be granted an annual performance pay increase on their eligibility date if the employee is not at the top of the salary range of his/her classification, and provided the employee's performance has not been deficient. Employees who do not receive an annual performance pay increase shall receive timely notice of deficient performance or conduct during the evaluation period. Employees shall receive a notice related to the deficiencies as they are noted prior to the completion of the performance evaluation period. "Timely" shall be a reasonable amount of time, taking into consideration the specific alleged deficient performance. Such notice shall provide the employee with adequate opportunity to correct the problem prior to the end of the evaluation period.

Employees shall be eligible for performance increases at the first of the month following the intervals of:

(A) Annual periods after the initial date of hire until the employee has reached the top step in his/her salary range. However, should an employee be promoted during the first year of service with the Employer, the employee shall not receive this increase, but be eligible for increases in part (B).

(B) The first six (6) months after promotion and annual periods thereafter until the employee has reached the top step in his/her salary range. Performance-pay shall use the following criteria:

- (1) classification specifications developed and promulgated by the Employer;
- (2) an individual position description reduced to writing;
- (3) written memoranda including letters of instruction, when necessary (Work plans where used will not be accepted as a substitute for notice of deficiency); and
- (4) disciplinary action.

The above criteria shall be the primary factors upon which an employee's performance is judged and upon which annual performance pay decisions are determined.

**Section 4. Salary Increases -Academic Year.** Employees whose full work year is generally an academic year shall have actual time worked and leave without pay considered in determining eligibility for annual increases. When an employee is increased to the maximum rate for that classification, that employee no longer has an eligibility date for a salary increase.

**Section 5. Salary on Demotion.** Whenever an employee demotes to a job classification in a lower range that has a salary rate the same as the previous salary step, the employee's salary shall be maintained at that step in the lower range. The salary eligibility date shall remain the same.

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

Whenever employees demote to a job classification in a lower range, but their previous salary is above the highest step for that range, the employee shall be paid at the highest step in the new salary range. This Section shall not apply to demotions resulting from official disciplinary actions.

**Section 6. Salary on Promotion.** An employee shall be given an increase to the next higher rate in the new salary range effective on the date of promotion.

If an employee is demoted or removed during trial service as a result of a promotion, his/her salary shall be reduced to the former step, and the previous salary eligibility date shall be restored.

If the employee's salary eligibility date occurs during the promotional trial service period, upon reinstatement to the previous class, the salary eligibility date prior to promotion will be recognized.

**Section 7. Salary on Lateral Transfer.** An employee's salary shall remain the same when transferring from one (1) position to another which has the same salary range and the salary eligibility date shall remain the same.

**Section 8. Effect of Break in Service.** When an employee separates from OUS service and subsequently returns to OUS service, in a bargaining unit position, the employee's salary eligibility date shall be determined by the university as follows:

**(A) Return from Layoff Recall List.** The employee's previous salary eligibility date, adjusted by the amount of break in service, shall be restored.

**(B) Return from Reemployment.** The employee's previous salary eligibility date, adjusted by the amount of break in service, shall represent the earliest salary eligibility date following return. However, the salary eligibility date may be established as the first of the month in any future month up to twelve (12) months from the date of reemployment.

**Section 9. Rate of Pay on Appointment from Layoff Recall List.** When an individual is appointed from a layoff recall list to a classification at the same salary range from which laid off, the person shall be paid at the same salary step at which such employee was being paid at the time of layoff. When an individual is appointed from a layoff recall list to a classification at a lower salary range from which laid off, the person shall be paid at the corresponding salary rate in the lower class. However, an employee may not be paid at a rate above the maximum rate for the new classification and competency level, if any. When an individual is appointed from a layoff recall list to a classification at a higher salary range from which laid off, he or she shall be paid at the same salary rate at which such employee was being paid at the time of layoff but not less than the minimum rate for the new classification and competency level, if any. The salary eligibility date of an individual who is appointed from a layoff recall list shall be determined in accordance with Section 8 of this Article.

**Section 10. Rate of Pay on Return to OUS by Reemployment.** When a former employee is appointed from reemployment to a position in the same classification in which he/she was previously employed or in a related classification with the same salary range, he/she may be paid at or below the step at which he/she was being paid at the time of his/her termination. If a person is reemployed in a position in a classification with a lower salary range than that of his/her previous position, he/she may be paid at any step in the lower salary range not exceeding the rate he/she was being paid in the higher classification, except where exceptional circumstances justify payment of a higher rate. The salary eligibility date of a

former employee who is appointed from reemployment shall be determined in accordance with Section 8 of this Article.

**Section 11. Recoupment of Wage and Benefits Overpayments.** Except as provided in Article 53 – Reclassification Upward-Downward, Section 2, in the event the employee receives wages or benefits from the university to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the university shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:

(A) The university shall be limited in using the payroll deduction process to a maximum period of three (3) years before the notification.

(B) The employee and the university shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written communication.

(C) If there is no mutual agreement at the end of the thirty (30) day calendar period, the university shall implement the repayment schedule stated in Section 11(D) of this Article.

(D) If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's base salary. If an overpayment is less than five percent (5%) of the employee's regular monthly salary base, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves university service before the university fully recovers the overpayment, the remaining amount may be deducted from the employee's final check(s).

(E) Notwithstanding the above, Section 11(B), (C), and (D) of this Article shall not apply to payroll adjustments necessitated by a discrepancy between actual hours of paid time versus hours projected for payroll purposes from one pay period to another. For example, if an employee utilizes leave without pay near the end of a month but is paid for such time because leave without pay was not anticipated at the payroll cutoff date for that month, the employee's pay and benefit entitlements may be adjusted on the following month's paycheck.

(F) An employee who disagrees with the university determination that an overpayment has been made to the employee, may grieve the determination through the grievance procedure. The employee may grieve after the thirty (30) calendar day period as stated in Section 11(B) of this Article, if mutual agreement concerning the overpayment has not been reached.

(G) This Section does not waive the university's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

## ARTICLE 23: PAYROLL COMPUTATION PROCEDURES

**Section 1(A). Definitions. Regular Full Time.** A regular position equivalent to forty (40) hours per week. A regular full time employee will be paid on a monthly salary or hourly basis, and all benefits will be calculated on a monthly or hourly pay status basis.

**(B) Regular Part-Time.** A regular position less than regular full time. A regular part-time employee will be paid on a fixed partial monthly or hourly salary basis, and all benefits will be calculated on a partial monthly or pay period, pay status basis.

**(C) Seasonal.** A seasonal position normally equivalent to eight (8) hours per day or forty (40) hours per week. An employee in such position will be paid on a monthly or hourly basis. All benefits will be calculated on a partial monthly or pay period, pay status basis, whichever is appropriate.

**(D) Seasonal Part-Time.** A seasonal position normally less than equivalent to eight (8) hours per day or forty (40) hours per week. An employee in such position will be paid on an hourly basis and all benefits will be calculated on a partial pay period, pay status basis.

**(E) Number of work days in month or pay period.** Number of possible work days in the month or pay period based on the employee's weekly work schedule, such as Monday - Friday, Tuesday - Saturday, etc.. Holidays that fall within the employee's work schedule are counted as work days for that month or pay period.

**(F) Hourly rates of pay.** The hourly equivalent of the monthly base rates of pay as published in the Compensation Plan. The hourly rates are computed by dividing the monthly salary by 173.33.

**(G) Partial month's pay.** A prorated monthly or pay period salary. The number of hours actually worked by an employee divided by the total number of possible hours in the month or pay period based on the work schedule, times the full monthly or pay period salary rate. For example, if the employee works 115 hours in a month or pay period with a possible work schedule of 121 hours, the partial month's pay is computed as follows:

$$115/121 \times \text{full month salary} = \text{gross partial pay}$$

**(H) Days worked** - includes all days actually worked, all holidays and all paid leave, which occurs within an employee's service period.

**Section 2(A). General Compensation.** Nothing in this Article limits the Employer's prerogative to hire and pay new employees on an hourly basis.

**(B)** The Employer may change a current employee's pay period for the following reasons:

**(1)** The employee is working an intermittent or otherwise modified schedule due to

medical necessity or a reasonable accommodation.

- (2) The employee exhausts all forms of paid leave and is likely to have intermittent leave without pay. This provision shall not apply to employees accessing long-term leave without pay under Article 44 – Leaves of Absence without Pay.
- (3) The employee requests a change in his/her work schedule that would result in the number of hours worked fluctuating from one month to the next.
- (4) The employee's work hours have fluctuated from month to month over a three-month period.

Provisions in (3) and (4) of this Section do not apply if the fluctuations are due to differing amounts of available work hours in a month (for example, 168 hours versus 184 hours).

If the Employer elects to change the time reporting period of an employee, the Employer shall ensure that the employee's insurance eligibility is not jeopardized.

Except as provided above, no current employee shall be moved from monthly to hourly pay status without agreement of the employee. Transitions from monthly to hourly pay status shall be in accordance with the HRIS Letter of Agreement, Section 3.

**(C) Regular Full Time Employees.** Pay and benefits will be computed on a monthly pay status basis.

**(D) Regular Part Time Employees.**

(1) Pay and benefits will be computed on a prorated monthly or pay period basis, such as one-half monthly or pay period pay for a half-time employee. Regular part-time employees in regular full time positions will be treated as regular part-time for purposes of this Article.

(2) Employees paid on a fixed partial monthly basis shall have all extra hours worked over the regular part-time schedule paid at the hourly rate. Employees paid on a fixed partial monthly basis who work less than the regular part-time schedule shall have time deducted at the hourly rate or prorated monthly rate, depending on how their pay is regularly computed.

**(E) Seasonal Full Time Employees.** Pay and benefits will be computed on a monthly, prorated monthly or an hourly pay period, pay status basis.

**(F) Seasonal Part-Time Employees.** Pay will be computed on an hourly basis, and pay and benefits will be normally prorated on a pay period, pay status basis.

**(G) Job Sharing Employees.** The total time worked by all job share employees in one (1) position will not exceed 1.0 FTE.



**(H) Partial month's pay or partial pay period.**

(1) Partial month's pay (or prorated monthly or pay period pay) is applied when:

- (a) A full time employee is hired on a date other than the first working day of the month or pay period (based on employee's work schedule).
- (b) A full time employee separates prior to the last work day in the month or pay period (based on the employee's work schedule).
- (c) A full time employee is placed on leave without pay or returns from leave without pay.
- (d) An employee is appointed to a regular part-time position.

(2) See definition for partial month's pay under Section 1(G) of this Article for computation procedures.

**(I) Changes in salary rate** -When an employee's salary rate changes in the middle of a month, pay will be computed on the fractional amount of hours worked at each salary rate during the month. For example:

actual hours/possible hours x old rate + actual hours/possible hours x new rate = gross pay

**Section 3.** The parties agree that if the Employer adopts a biweekly pay plan, this Article of the Agreement will be open for renegotiation.

**ARTICLE 24: INSURANCE**

**Section 1. Definition of Participants.** The intent of this Article is to define participants who receive an Employer contribution toward the cost of insurance. For purposes of this Agreement, the following definitions apply.

**(A) Employer Insurance Program.** The definition of Employer insurance includes any insurance program authorized or sponsored by the Employer to provide insurance benefits for employees of the Oregon University System.

**(B) Eligibility.** Employees who meet eligibility requirements of the Employer insurance program are considered to participate.

**(C) Opt-Out.** Employees who meet eligibility requirements of the Employer insurance program and elect to opt-out of medical coverage are considered to participate.

**Section 2. Employer Contribution.** An Employer contribution for insurance will be made for each participant, according to full or part-time status.

**(A) Full Time Employees.** An Employer contribution shall be made for full time employees who have at least eighty (80) paid hours in a month.

For plan years January 1, 2013 to December 31, 2013 and January 1, 2014 to December 31, 2014, the Employer will contribute ninety-five percent (95%) of the premium costs of the coverage, and the employee will contribute five percent (5%).

For plan year January 1, 2015 to December 31, 2015, the Employer will contribute ninety-five percent (95%) of the premium costs of the coverage, and the employee will contribute five percent (5%). If for plan year January 1, 2015 through December 31, 2015 ninety-five percent (95%) of the statewide DAS/SEIU bargaining unit has an opportunity to choose between two (2) healthcare plans and full-time employees enroll in the least expensive PEBB health plan available to them, the Employer will contribute ninety-seven percent (97%) of the premium costs of the coverage and the employee will contribute three percent (3%).

From September 1, 2013 through June 30, 2015, the Employer will pay an additional \$40 monthly subsidy for employee's monthly premium rate for employees with salary rates less than or equal to \$2816 a month. This subsidy will cease on June 30, 2015 or when an employee moves to a salary rate above \$2816 per month as a result of a salary increase other than the cost-of-living increases under Article 21—Salary.

**(B) Part-Time Employees.** For part-time employees who have at least eighty (80) paid regular hours in the month, the Employer shall contribute a pro-rated amount of the contribution for full time employees. For the purposes of pro-ration, part-time employees include part-time, seasonal part-time, intermittent and job share employees described in Article 23 - Payroll Computation Procedures of this Agreement.

**(1)** The minimum Employer contribution for part-time employees who have at least eighty (80) paid regular hours in a one-month pay period is fifty percent (50%) of the full contribution for full time employees.

**(2)** The Employer contribution shall be pro-rated for paid regular hours between eighty (80) and one hundred sixty (160) hours in a pay period, to the nearest full percent, not to exceed one hundred percent (100%) of the full time contribution.

**(3)** In the event that a less than full time employee, who is regularly scheduled to work halftime or more, fails to maintain at least half-time paid regular hours because of the effect of prorated holiday time or other paid or unpaid time off, he/she shall be allowed to use available vacation, exchange time or comp time to maintain his/her eligibility for benefits and the Employer's contribution for such benefits.

**(4)** The Employer will continue to pay the current part-time subsidy for eligible part-time employees who participate in the part-time PEBB plan in accordance with the Letter of Agreement on the Part-Time Health Insurance Subsidy.

**Section 3. Administration.** The Employer will make payment for employee insurance directly to the appropriate insurance carriers and/or administrators.

**Section 4. Proprietary Interest.** The Employer ceases to have proprietary interest in its own contributions to the insurance plan when it pays such funds to the carrier or to persons who have irrevocable duty to transfer such payment to carriers and/or providers when due.

## **ARTICLE 25: OVERTIME**

**Section 1. Definition of Time Worked.** All time for which an employee is compensated at the regular straight time rate of pay, except on-call time and penalty payment(s) (Article 26 - Standby Pay/On-Call Duty and Article 30 - Penalty Pay) but including holiday time off, compensatory time off and other paid leave, shall be counted as time worked. Holidays that fall on an employee's scheduled day off shall not count as time worked toward computation of overtime.

**Section 2. Overtime Work Definition.** Overtime for employees working a regular work schedule, as defined in Article 55, Section 1 – Work Schedules, is time worked in excess of either (a) eight (8) hours per day; (b) ten hours per day for employees working a 4-10 schedule; (c) the agreed-upon hours each day for employees working other repeating work schedules; or (d) forty (40) hours per work week. Overtime for employees working a flexible work schedule, as defined in Article 55, Section 1, is time in excess of the agreed upon hours each day or time in excess of forty (40) hours per work week. Time worked beyond regular schedules by employees scheduled for less than eight (8) hours per day or forty (40) hours per work week is additional straight time worked rather than overtime until the hours worked exceed eight (8) hours per day or forty (40) hours per work week. In a split shift, the time an employee works in a day after twelve (12) hours from the time the employee initially reports for work is overtime. 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 employees shall be compensated for overtime at the rates set out in Section 4 of this Article. No application of this Article shall be construed or interpreted to provide for compensation for overtime at a rate exceeding time and one-half (1-1/2), or to effect a "pyramiding" of overtime and penalty payments.

**Section 4(A). Eligibility for Overtime Compensation. Overtime Eligible Positions.** Time and one-half (1-1/2) their regular hourly rate unless a determination at the date this Agreement is effective has been made that the position is executive, administrative, or professional as defined by the Fair Labor Standards Act (FLSA). Such time and one-half (1-1/2) compensation shall be in the form of cash or compensatory time, pursuant to Section 7 of this Article. (See Article 25 Letter of Agreement.)

**(B) Straight Time Eligible Positions.** Employees in positions which have been determined to be executive, administrative or professional as defined by the FLSA shall receive exchange time off for authorized time worked in excess of forty (40) hours per week at the rate of one (1) hour off for one (1) hour of overtime worked up to a maximum of one hundred twenty (120) hours.

This time off shall be utilized within the fiscal year earned or shall be lost, except when the scheduling has been extended by the university or as otherwise specified below. 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 exchange 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 exchange 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 university, 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 university, 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 university.

**Section 7(A). Assigning Overtime.** The university shall give as much notice as possible of overtime to be worked. In assigning overtime work, the university 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 university 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 paragraph (A) of this Section shall have the overtime foregone recognized for the sole purpose of equalization. The university shall maintain a record of all overtime worked and shall post this record monthly in each work section.

**(C)** All employees shall receive cash for overtime worked unless the employee elects to receive compensatory time. If the employee wishes to receive compensatory time off in lieu of cash, the employee must submit a written request to his/her supervisor no later than the employee's first regular work day following the date the overtime was worked. Employees may not accrue more than one hundred twenty (120) hours of accrued comp time.

**(D)** Cash payment for overtime earned after the payroll cutoff date shall be made by the next payroll period following the pay period in which overtime is worked.

(E) The university shall provide a meal or reimbursement for each eligible employee who is required to work two (2) or more hours beyond the end of his/her work shift when such additional work causes the employee to miss his/her regular meal. Where the university elects to provide reimbursement, the employee will be reimbursed pursuant to the in-state rate established pursuant to Article 27-Travel Allowance, which is appropriate to the time of day the overtime was worked.

**(F)(1). Scheduling.** Subject to operating requirements of the university, an employee shall have his/her choice of compensatory or exchange time off, except as noted in Section 7(F)(2) of this Article. 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 university shall be granted the time off.

(2) The university may schedule an employee for compensatory or exchange time off providing the employee retains an accrual balance of at least eighty (80) hours and the employee receives at least two (2) weeks advance notice of the time off.

## **ARTICLE 26: STANDBY DUTY/ON-CALL DUTY**

**Section 1(A). Standby Duty.** An employee shall be on standby duty when required to be available for work outside his/her normal working hours, and subject to restrictions consistent with the FLSA which would prevent the employee from using the time while on standby duty effectively for the employee's own purposes.

(B) Compensation for standby duty shall be at FLSA-eligible employee's straight time rate of pay or for FLSA-exempt employee's hour for hour compensatory time off. Overtime hours shall be at the appropriate overtime pay rate pursuant to Article 25 - Overtime.

**Section 2(A). On-Call Duty.** Employees shall be paid one (1) hour of pay at the regular straight time rate for each six (6) hours of assigned on-call duty. Employees who are assigned on-call duty for less than six (6) hours shall be paid on a pro-rated basis.

(B) An employee shall be assigned on-call duty when specifically required to be available for work outside his/her working hours and not subject to restrictions which would prevent the employee from using the time while on-call effectively for the employee's own purposes.

(C) No employee is eligible for any premium pay compensation while on on-call duty except as expressly stated in this article.

(D) On-call duty time shall not be counted as time worked in the computation of overtime hours worked but on-call pay shall be included in the calculation of the overtime rate of pay.

**Section 3.** An employee shall not be on standby duty or on-call duty once he/she actually commences performing assigned duties and receives the appropriate rate of pay for time worked.

## **ARTICLE 27: TRAVEL EXPENSES**

**Section 1.** The Employer and the Union agree to use the OUS Fiscal Policy Manual Section 95.100, Travel and Transportation Administration and Expenses, or its successor for travel and mileage reimbursement expenses. The Employer will give the Union at least thirty (30) days' notice of any proposed changes to this policy.

**Section 2.** When the Employer approves work-related travel, at the employee's request the Employer shall provide a travel advance pursuant to the University travel policy, or in the absence of a University policy, pursuant to the OUS travel policy. In the event of travel advance overpayment that is not returned by the employee, the employee's monthly pay will be deducted accordingly.

## **ARTICLE 28: SENIORITY**

Computation of seniority shall be as follows:

**(A) Continuous OUS Service.** Credit one (1) point for each full month of unbroken service (except as a temporary appointee) in OUS service.

**(1)** Active employees employed by OUS prior to July 1, 1996 shall have all unbroken state service recognized as OUS service.

**(2)** Employees appointed to a bargaining unit position by initial hire or transfer, promotion, or demotion from another state agency on July 1, 1996 or later, shall have no recognized service or seniority at the time of hire, but shall begin accruing OUS seniority consistent with the provisions of this Article.

**(3)** An employee hired by OUS on July 1, 1996 or later, who was previously employed by OUS and had a break in service of less than two (2) years prior to rehire by OUS, shall have all state service prior to the break in service recognized as OUS service.

**(B) Break in Service.** A break in service is a separation or interruption of employment without pay of more than two (2) years.

**(C) Part-Time Computation.** All part-time service shall be credited on a prorated basis.

**(D) Tie Scores.** In applying seniority under this Agreement, if it is found that two (2) or more employees in the university have equal seniority, preference shall be given in order of greatest length of continuous OUS service. If this method does not break the tie, then the greatest length of continuous service in the university shall be used. If ties between employees

still exist, the order of preference shall be determined by the university in such manner as to conserve for the university the services of the most qualified employee.

## **ARTICLE 29: MOVING EXPENSES**

The Employer and the Union agree to use the OUS Fiscal Policy Manual Section 66.200, Moving Expenses, or its successor. The Employer will give the Union at least thirty (30) calendar days' notice of any proposed changes to this policy.

## **ARTICLE 30: PENALTY PAY**

**Section 1(A). Call Back Compensation.** "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 university 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(A). Reporting Compensation.** 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 (\$15.00).

**(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) work days 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 one dollars (\$21.00). 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 63 - 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.

Part-time hourly paid employees, who actually begin their scheduled shift, shall be paid for the remainder of their scheduled shift.

**Section 4. Modification of Work Schedule.** When a change of work schedule is requested by an employee and approved by the university, 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 university, 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. Penalty Pay Mileage Call Back.** In addition to the pay for call back time and with the exception of employees who do not return home before commencing another shift, private car mileage will be paid to employees at the rate prescribed in Article 27 - Travel Expenses, from and to the employee's home when the employee has been called back to work.

## **ARTICLE 31: AFFIRMATIVE ACTION**

The Employer agrees to have a designee from the Union's Affirmative Action Equal Opportunity Committee to present and discuss their affirmative action plan including but not limited to, efforts to recruit, retain and promote minorities and women.

## **ARTICLE 32: FILLING OF VACANCIES**

**Section 1.** Each university shall promote mobility of employees as provided in Article 61 – Education, Training and Development.

**Section 2. Applicant Pools.** Vacancies will be filled through the use of pools of eligible candidates, except for direct appointments, transfers or demotions. Pools will be established based on minimum and special qualifications, and fitness and ability of the person to perform the required duties. Each university retains all rights to determine the method(s) of selection, qualifications, term of eligibility and the individuals to fill vacancies after consideration of (A) and (B):

**(A) Injured Workers.** The university shall first consider eligible injured workers.

**(B) University Layoff Recall List.** Names of regular status employees from the university who have separated in good standing by layoff or have demoted in lieu of layoff shall be placed on lists established by the classification from which the employee was laid off or demoted in lieu of layoff and by geographic area. The order on this list shall be determined by seniority computation procedures as defined in Article 28 - Seniority and Article 48 - Layoff.

**Section 3. Promotional Opportunities.** Each university shall promote upward mobility



of employees by announcing opportunities as they occur. In all cases, it is the employee's responsibility to make proper application for such positions. If an employee meets the minimum and special qualifications for a position, he/she will be considered.

**Section 4. Transfers.** An employee may transfer or be transferred from one position to another in the same classification or salary range. To voluntarily transfer, it is the employee's responsibility to make proper application for such positions. If an employee meets the minimum and special qualifications for the position, he/she will be considered.

**Section 5. Posting.** Upon execution of this Agreement, each university will provide a list of locations where vacancies, transfers, and promotional opportunities are posted at each university. If modifications are made to this list, the university shall meet and confer with the Union regarding a suitable alternative posting location. All recruitments for classified vacancies will be posted for a minimum of five (5) working days before the application closing date.

**Section 6. Interviews.** Employees called for interviews relating to other employment opportunities within the Oregon University System shall be allowed a reasonable time away from their jobs to attend the interviews without the use of leave with or without pay. A reasonable amount of time is defined as the time necessary to travel to the interview location, complete the interview and return to the worksite, up to a maximum of two (2) hours. An employee who needs more than two (2) hours for an interview shall be allowed to use accrued leave and/or leave without pay for the balance of the interview in excess of two (2) hours.

**Section 7. Length of Service.** Subject to the requirements of affirmative action and equal employment opportunity, if two or more employees are being considered for the same position and are equal in every respect, the position shall be given to the employee with the greater amount of seniority as defined in Article 28 - Seniority.

**Section 8. Ineligibility for Transfer.** At the discretion of management, an employee who was subject to discipline or denial of a merit step salary increase, reduction in pay, demotion or suspension within the previous twelve (12) months may not be eligible for transfer.

**Section 9. Demotion.** An employee may demote or be demoted from a position in one classification to a position in a lower classification or salary range. To voluntarily demote, the employee must make written application to the university's chief human resource officer or designee and must meet the minimum and special qualifications.

**Section 10. Direct Appointment.** The university may use noncompetitive selection and appointment for unskilled or semi-skilled positions or where job-related ranking measures are not practical or appropriate. Direct appointments may also be made under the following circumstances:

(A) An administrative or court order, tort settlement, or grievance resolution requires the appointment;

(B) The person has completed an apprenticeship program within the university,

appointment to which was through a competitive process;

(C) The person separated from the university, within the past two (2) years in good standing and is applying for a position in an equivalent or lower classification;

(D) The person is being transferred into an equivalent or lower classification within the university; or

(E) A competitive recruitment results in no suitable candidates and the person meets the minimum qualifications for a related position in a lower classification and the person will meet the minimum qualifications of the position within twenty-four (24) months of the appointment.

**Section 11. Removal from Consideration.** Employees may be removed from consideration for promotion or transfer for any of the following reasons:

(A) Expiration of application eligibility;

(B) Failure to report for duty within the time specified;

(C) The employee is found to lack the qualifications required for the classification, had used or attempted to use political pressure or bribery to secure an advantage in testing or appointment, had made false statements of any material fact or had practiced or attempted to practice deception or fraud in the application or test, or had some unique undesirable characteristic that removes the candidate from consideration for any or all positions in the university;

(D) Appointment to a position; or,

(E) The employee is found to be not suitable for job-related reasons for a given position or for all positions in the university due to poor Employer references or work performance, poor driving record, or criminal conviction. Except for the expiration of application eligibility, any employee whose name is removed from consideration for promotion or transfer shall be notified of the reason for such removal.

## **ARTICLE 33: VETERANS' PREFERENCE**

Applicable Oregon law related to Veterans' Preferences shall be applied as appropriate to all Articles covered by this Agreement.

## **ARTICLE 34: TRIAL SERVICE**

**Section 1.** Each employee appointed to a position in the bargaining unit by initial appointment, appointment to a different classification from which the employee separated with regular status after any break in service or promotion shall serve a trial service period.

A new trial service shall not be required if the employee returns after a break in service of less than twenty-four (24) months to a classification which is the same as or a successor to a classification which the employee occupied as a regular status employee prior to the break in service. A new trial service shall not be required for an employee converted from a non-bargaining unit position to a bargaining unit position provided that the employee has been employed for six (6) full months or more. Additionally, it is expressly understood that an employee who is recalled from a layoff recall list in accordance with Article 48 - Layoff shall not be required to serve a new trial service.

**Section 2.** The trial service period is recognized as an extension of the selection process and is the time immediately following appointment. Trial service is six (6) full months for employees at .50 FTE or greater and nine (9) months for part-time employees at less than .50 FTE. The trial service period for all employees may be extended up to three (3) months by mutual agreement between the local Union president and the university.

**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) work days or more and then only by the number of days the employee was on such leave. When the university's chief human resource officer or designee has established a professional or technical training program for positions requiring graduation from a four (4) year college or university or the satisfactory equivalent thereof in training and experience, including but not limited to the training of accountants and auditors, which is for the purpose of developing the skills or knowledge necessary for competent job performance in the specialized work of such authority, the employee may be required to train under such program for a period not exceeding six (6) months and the trial service period for such employee shall be the length of the approved training program plus six (6) full months. Trial service for any employee hired or promoted as a "Special Campus Security Officer" under ORS 352.385 shall be six (6) months commencing on successful completion of University-required field training, but in no case shall trial service last more than twelve (12) months.

**Section 4.** When, in the judgment of the university's chief human resource officer or designee, performance has been adequate to clearly demonstrate the competence and fitness of the trial service employee, the university's chief human resource officer or designee may at any time appoint the employee to regular status.

**Section 5.** Trial service employees may be removed from service when, in the judgment of the university's chief human resource officer or designee, the employee is unable or unwilling to perform his/her duties satisfactorily or his/her habits and dependability do not merit continuation in service. Removals under this Article are not subject to Article 18 - Grievance and Arbitration Procedure.

**Section 6.** Unless charges are filed and he/she is discharged as provided in Article 17- Discipline and Discharge, an employee who is removed from trial service following a promotion shall be entitled to rights under the layoff procedure under Article 48 – Layoff starting from the prior classification within the new university and/or geographic area.

**Section 7.** If any employee is removed from his/her position during or at the end of his/her trial service period and the administrator determines that he/she is suitable for appointment to another position, his/her name may be restored to the suitable position pool, if the pool is still active.

#### **ARTICLE 35: TRANSFER DURING TRIAL SERVICE**

**Section 1.** An employee who is transferred to another position in the same classification or a different classification at the same or lower salary level in the same university shall complete the trial service period by adding the service time in the former position.

**Section 2.** An employee who is transferred to another position in the same classification or a different classification at the same or lower salary level in another university prior to the completion of the trial service must complete a full trial service period in the new position.

#### **ARTICLE 36 :LIMITED DURATION APPOINTMENT**

**Section 1.** Persons may be hired either

(1) for special studies, projects, or purposes of uncertain or limited duration which are funded by grants, contracts, awards, student fees, or legislative funding for a specific project, or

(2) to replace a regular employee on leave of absence when it is known at the time of hire that the leave of absence will last for at least six (6) months.

Such appointments shall be for a stated period not exceeding two (2) years but shall expire upon the earlier termination of the special study, project, purposes or leave.

**Section 2(A).** No newly hired person on a limited duration appointment shall be entitled to layoff rights.

(B) A person appointed from regular status to a limited duration appointment shall be entitled to rights under the layoff procedure within the new university.

**Section 3.** A person accepting such appointment shall be notified of the conditions of the appointment and acknowledge in writing that they accept that appointment under these conditions. Such notification shall include the following:

(A) that the appointment is of limited duration,

(B) that the appointment may cease at any time,

(C) that persons who accept a limited duration appointment who were not formerly

classified OUS employees shall have no layoff rights.

(D) that those persons who accept a limited duration appointment who were formerly classified OUS employees are entitled to rights under the layoff procedure starting from the prior class within the new university; and

(E) that in all other respects, limited duration appointees have all rights and privileges of other classified employees including but not limited to wages, benefits and Union representation under this Agreement.

## **ARTICLE 37: 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 the university's chief human resource officer or designee to be considered for job share positions. The university's chief human resource officer or designee shall determine if job sharing is appropriate for a specific position and will recruit and select employees for job share positions. Where job sharing is determined appropriate, the university's chief human resource officer or designee agrees to provide written notification to all job share applicants of available job share positions in the affected office in the employee's university.

**Section 3.** Job sharing employees shall accrue vacation leave, sick leave and holiday pay based on a prorate of hours worked in a month. Individual salary review dates will be established for job share employees.

**Section 4.** If one (1) job sharing partner in a job sharing position is removed, dismissed, resigns or otherwise is separated from service, the university's chief human resource officer or designee has the right to determine if job sharing is still appropriate for the position. If the university's chief human resource officer or designee determines that job sharing is not appropriate for the position or the university's chief human resource officer or designee is unable to recruit qualified employees for the job share position, the remaining employee shall have the right to assume the position on a full time basis. Upon approval of the university chief human resource officer or designee, the remaining employee may elect to transfer to a vacant part-time position in the same classification or to voluntarily demote. If the above conditions are not available or acceptable, the employee agrees to resign.

## **ARTICLE 38: VOLUNTARY DEMOTION**

An employee may make a request in writing to the university's chief human resource officer or designee for a demotion from a position in one (1) classification to a vacant position in

a classification of a lower rank for which the employee is qualified. If the university's chief human resource officer or designee approves the request, the employee so demoted, may, at a later date, request that his/her name be placed on an appropriate list for reemployment to the higher classification.

## **ARTICLE 39: PERSONAL LEAVE DAYS**

**Section 1.** All employees after completion of six (6) months of service shall be entitled to receive personal leave days in the following manner:

(A) All full time employees shall be entitled to twenty-four (24) hours of personal leave with pay each fiscal year;

(B) Part-time, seasonal, and job share employees shall be granted such leave in a prorated amount of twenty-four (24) 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 1,040 hours during the fiscal year;

**Section 2.** Should any employee fail to work 1,040 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 university and the employee.

## **ARTICLE 40: 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.

(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 shall accrue sick leave with pay on a prorated basis. A temporary employee appointed to a regular position in the bargaining unit, in the same university 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, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, attendance at an employee assistance program, exposure to contagious disease, attendance upon members of the employee's immediate family (employee's parent, wife, husband, domestic partner, children, brother, sister, grandmother, grandfather, grandchild, son-in-law, daughter-in-law or another member of the immediate household) where the employee's presence is required because of illness or death in the immediate family of the employee or the employee's spouse or domestic partner. The employee has the duty to ensure that he/she makes other arrangements, within a reasonable period of time, for the attendance upon children or other persons in the employee's care. Certification of an attending physician or practitioner may be required by the university to support the employee's claim for sick leave if the employee is absent in excess of seven (7) work days, or if the university has evidence that the employee is abusing sick leave privileges. The university may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the university has reason to believe that the employee's return to work would be a health hazard to either the employee or to others. In cases of pregnancy, the university may require a certificate from the attending physician to determine if the employee should be allowed to work.

**Section 3(A). Sick Leave Exhausted.** After earned sick leave has been exhausted, the university shall grant sick leave without pay for any job-incurred injury or illness for a period which shall terminate upon demand by the employee for reinstatement accompanied by a certificate issued by the duly licensed attending physician that the employee is physically and/or mentally able to perform the duties of the position.

**(B)** After earned sick leave has been exhausted, the university may grant sick leave without pay for any non-job-incurred injury or illness of a continuous and extended nature to any employee upon request for a period of up to one (1) year. Extensions of sick leave without pay for a non-job-incurred injury or illness beyond one (1) year may be approved by the university. The provisions of Section 9 (A) of the Article provide for an exception to this Section.

**(C)** The university or the administrator may require that the employee submit a certificate from the attending physician or practitioner in verification of a disability, or its continuance resulting from a job-incurred or non-job-incurred injury or illness. Any cost associated with the supplying of a certificate concerning a job-incurred injury or illness that is not covered by Workers' Compensation benefits shall be borne by the employing university. Any cost associated with the supplying of a certificate concerning a non-job-incurred injury or illness 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 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 illness. Such requests shall not be unreasonably denied.

**Section 4. Restoration of Sick Leave Credit.** Employees who have been separated from OUS service and return to a position in the bargaining unit within two (2) years shall have unused sick leave credits accrued during previous employment restored.

**Section 5. Transfer of Accruals.** An employee shall have all of his/her accrued sick leave credits transferred when the employee is transferred to a different university.

**Section 6. Workers' Compensation Payment.** Sick leave resulting from a condition incurred on the job and also covered by Workers' Compensation, shall, if elected to be used by the employee, be used to equal 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 7. Assumption of Sick Leave.** Whenever a university assumes control over the functions of a local government agency within the State of Oregon, such university may assume the unused sick leave that was accrued by an employee of the local government agency during employment therewith, provided the employee accepts an appointment, without a break in service, to that university. Should the monthly sick leave accrual rate of the local government agency be greater than that of the university, the maximum amount of sick leave assumable by the university shall be computed on the basis of the following formula:

#### **Monthly Accrual Rate of University**

Monthly Accrual Rate of Local Agency X Sick Leave Balance of Local Agency = Maximum Sick Leave Assumable

Should the monthly sick leave accrual rate of the local government agency be less than that of the university, the maximum amount of sick leave assumable by the university shall be the amount of unused sick leave accrued during employment with the local government agency.

**Section 8. Hardship Leave.** These provisions shall apply for the purpose of allowing employees within the bargaining unit at each university to irrevocably donate accrued vacation leave or compensatory time for use by eligible university bargaining unit employees as sick leave. If a hardship donation recipient dies or otherwise fails to exhaust donated leave for the purpose for which it was donated, the unused leave will be pooled for use by future recipients. For purposes of this Agreement, hardship leave 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 of the university/college.



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

(C) Use of donated leave shall be consistent with those provisions found under Section 2 of this Article.

(D) Applications for hardship leave shall be in writing and sent to the university's Human Resource Unit and accompanied by the treating physician's written statement certifying that the illness or injury will continue for at least fifteen (15) calendar days following donee's projected exhausting of the accumulated leave. 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 university for such costs as are incurred for insurance contributions pursuant to Article 24 - Insurance unless health insurance payments are mandated under the Family Medical Leave Act (FMLA).

(F) Accumulated leave includes but is not limited to sick, vacation, personal, and compensatory leave accruals.

(G) Employees receiving Workers' Compensation, or short or long-term term disability, will not be considered eligible to receive donations under this Agreement. Employees on parental leave that does not qualify under FMLA, will not be eligible to receive donations under this Agreement.

**Section 9. Family Medical Leave Act (FMLA).** The parties acknowledge applicability of the federal Family Medical Leave Act (FMLA) to employees represented by the Union. The parties further agree to the following provisions in the administration of the FMLA.

(A) Employees may use sick leave or other forms of paid leave to which they are entitled under the collective bargaining agreement in conjunction with the FMLA. However, an employee who is on an approved FMLA leave and is receiving short or long term disability benefits will not be required to use or exhaust sick leave.

(B) The "FMLA year" is considered to be a twelve (12) month period rolling backward for each employee.

(C) To be eligible for leave, an employee must have worked for the Employer for at least twelve (12) months and worked 1,250 hours during the 12-month period preceding the commencement of the leave.

(D) During the period of FMLA leave, the Employer's and employee's insurance contribution toward the health plan will continue at the level and under the conditions coverage would have been provided if the employee had continued to be employed continuously during the leave.

(E) The Employer’s determination of FMLA eligibility may require medical certification that the leave is needed due to an FMLA-qualifying condition of the employee or that of a member of the family. At the agency’s expense, a second opinion may be requested.

(F) A parent shall be granted a leave of absence up to twelve (12) weeks to care for a new baby under the Oregon Family Leave Act (OFLA). 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 university. During the period of parental leave, the employee is entitled to use accrued vacation leave, compensatory time, leave without pay, or consistent with Bureau of Labor and Industries (BOLI) regulations, sick leave.

#### **ARTICLE 41: BEREAVEMENT LEAVE**

Employees shall be eligible for a maximum of four (4) work days of paid bereavement leave arising from a death in the immediate family of the employee or the employee’s spouse or domestic partner. For purposes of this Article “immediate family” shall include the parent, wife, husband, child, domestic partner, brother, sister, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, or another member of the immediate household. If necessary, an employee may request to use additional earned leave credits or if earned leave credits are not available, leave without pay, at the time of death of an immediate family member and such request shall not be unreasonably denied. Leave, other than sick leave, may be granted to discharge additional customary obligations, arising from the death of an immediate family member.

#### **ARTICLE 42: 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) Memorial Day on the last Monday in May;
- (D) Independence Day on July 4;
- (E) Labor Day on the first Monday in September;
- (F) Veterans’ Day on November 11 for those universities that cease operations on that day. For those universities that continue operations on November 11, Veterans’ Day shall not be recognized as a paid holiday and Christmas Eve Day shall be recognized as a holiday in its place. Nothing in this Article shall limit a university’s discretion in deciding whether to operate or cease operations on Veterans’ Day in future years.

The Employer will notify the Union by July 1 if the holiday schedule for Veterans' Day changes.

At universities that continue operations on Veterans' Day, employee requests to use accrued leave on Veterans' Day shall be granted absent operational requirements that require the employee to work on that day.

- (G) Thanksgiving Day;
- (H) The Friday after Thanksgiving;
- (I) Christmas Day on December 25;
- (J) Every day appointed by the Governor as a holiday.

**Section 2. Special Day(s).** In addition to the holidays specified in this Article, full time employees shall receive eight (8) hours of paid leave. Part-time, seasonal and job share 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 December 24 of each year. Employees may request the option of using this paid leave on the work day before or after Christmas, the work day before or after New Year's Day or, when these days are not available to an employee, on another day of the employee's choice; provided that approved usage of this leave shall be granted on a basis which shall preclude the closure of facilities. However, the day must be used no later than June 30<sup>th</sup> of that fiscal year or it is forfeited and is not compensable.

**Section 3. Holiday Eligibility.** All employees will receive up to eight (8) hours of holiday pay for recognized holidays in Section 1 above, pursuant to (A), (B) and (C) below. Holiday pay shall be based on an eight (8) hour day.

(A) Full time employees shall receive eight (8) hours of holiday pay, provided they are in pay status at least one-half (1/2) of the last work day before the holiday and one-half (1/2) of the first work day after the holiday.

(B) Part-time and hourly employees shall receive a prorated share of the eight (8) hours of holiday pay based on the same percentage, or fraction of month as they are normally scheduled to work. To be eligible for this pay, such employees must be in pay status at least one-half (1/2) of the last scheduled work day before the holiday and one-half (1/2) of the first scheduled work day after the holiday, provided such scheduled work days occur within seven (7) calendar days before and after the holiday.

(C) Seasonal part-time and seasonal full time hourly employees will receive a prorated share of the eight (8) hours of holiday pay based on the number of hours actually worked as compared to the total number of possible work hours in the month or pay period. The holiday shall not count as part of the total possible work hours in the month or pay period or the total

hours worked and shall be calculated as follows:

$$\frac{\text{total hours worked x holiday hours in the month}}{\text{total hours in month or pay period}}$$

To be eligible for this pay, such employees must be in pay status at least one-half (1/2) of the last scheduled work day before the holiday and at least one-half (1/2) of the first scheduled work day after the holiday, provided such scheduled work days occur within seven (7) calendar days before and after the holiday.

Note: Nothing in this Article herein is intended to change the Employer's practice with respect to scheduling and closures permitted under this Agreement nor the granting of paid leave during such times.

**(D) Transfers to and from another university:**

**(1)** When compensable, non-work days such as a holiday, sick leave or vacation leave come between the separation date in the losing university and the subsequent hire date in the gaining university, the gaining university is liable for all of the compensable non-work days.

**(2)** The beginning date of employment in the gaining university must be the first compensable non-work day following separation from the losing university.

**Section 4. Work on a Holiday.** Employees required to work on days recognized as holidays which fall within their regular work schedules shall be entitled, in addition to their regular monthly salary, either to receive compensatory time off or to be paid in cash at the employee's request, at the rate of time and one-half (1-1/2), and no more.

**Section 5(A)(1). Observance.** 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.

**(2)** With the addition of Christmas Eve Day as a holiday at some universities (in lieu of Veterans' Day), paragraph (A) (1) of this Section results in Christmas Day and Christmas Eve Day being recognized on the same day when Christmas Day falls on a Saturday or Christmas Eve Day falls on a Sunday. To ensure that employees receive the benefits of both holidays, the parties agree that when Christmas Day falls on a Saturday or Christmas Eve Day falls on a Sunday, the preceding Friday will be recognized as Christmas Eve Day and the following Monday will be recognized as Christmas Day.

**(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. Paragraph (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 that occurs during the use of earned vacation or earned sick leave.

**Section 7. Work Out-of-Class.** Employees assigned to work out-of-classification in accordance with Article 20 - Differentials, shall receive holiday pay at the higher rate of pay, if the holiday falls during his/her work out-of-classification assignment.

**Section 8(A). Holiday Scheduling.** Work assignments for holidays shall be prepared in advance of the holiday and when work is available, employees shall be given an opportunity to request to either work or be off. Such requests shall be granted to the extent possible in keeping with the operating needs of the work unit. When all requests cannot be granted within a classification and within a work unit, they shall be granted on a rotating basis so that each employee's desires will be met as many times as is possible for each year, subject to Paragraph (F) of this Section.

**(B)** Whenever practicable, employees shall be notified of holiday work schedules at least thirty (30) calendar days in advance but in no instance shall there be less than fifteen (15) calendar days advance notice of such work schedules except in situations over which the university has no control.

**(C)** All employees will receive compensatory time off for all holiday time earned unless an employee elects to receive cash. If an employee wishes to receive cash rather than compensatory time off, he/she must request this method of compensation no later than three (3) calendar days after notification of holiday work schedules.

**(D) (PSU).** For those employees whose work shift spans midnight, the holiday shift is the one (1) starting on the calendar holiday.

**(E)** If an employee requests and is approved to work a regular 4-10 work schedule and a holiday falls on their scheduled work day, the employee, in consultation with their supervisor, shall have the options of:

- (1)** flexing their schedule to work five (5) eight (8) hour days in the week in which the holiday occurs;
- (2)** maintaining their 4-10 schedule and using two (2) hours of accrued time on the day on which the holiday falls;
- (3)** maintaining their 4-10 schedule and taking two (2) hours of Leave Without Pay.

If a university's operations require an employee to work a 4-10 schedule, and a holiday falls on a scheduled work day, the employee shall be paid ten (10) hours for the holiday.

(F) If an employee requests time off on a holiday, subject to the operating needs of the university, that time will be granted. If two (2) or more employees request the same holiday off and the matter cannot be resolved by agreement of the employees concerned, the employee having the greatest length of service with the university 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 for any given holiday.

## **ARTICLE 43: LEAVES WITH PAY**

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

**Section 2.** Whenever possible, subject to university 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 university 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, defendant or intervening party, 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 headquarters. When the employee is granted leave with pay, he/she shall turn into the university 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 headquarters shall be deducted from the regular shift following the attendance with no loss of wages or benefits.

**Section 6.** An employee who has served with the OUS, the State of Oregon, or the states' counties, municipalities or other political subdivisions 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) work days in any training year. If the training time for which the employee is called to active duty is no 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.

## **ARTICLE 44: LEAVES OF ABSENCE WITHOUT PAY**

**Section 1.** 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 and to receive all protections under this Agreement. Where appropriate, partial benefits will be provided as specifically indicated in this Agreement.

**Section 2(A).** 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.

**(B)** An employee who is elected to the Oregon legislature and seeks a leave without pay to attend legislative sessions, as defined by the Oregon legislature, shall be approved for unpaid leave under Section 1 of this Article. In addition, upon request, the employee shall be approved for unpaid leave under Section 1 of Article for preparation time not to exceed: thirty (30) calendar days for regular odd-year sessions, seven (7) calendar days for regular even-year sessions, and one (1) calendar day for special sessions.

**Section 3.** An employee may be granted a leave of absence without pay of not less than six (6) weeks and no more than one (1) year to work for the Union, subject to the operational requirements of the university. Such requests shall be made by the Union in writing to the university's chief human resources officer or designee thirty (30) calendar days in advance of the leave. Both minimums as well as extensions of leaves shall be subject to mutual agreement. There shall be no more than one (1) employee from any single university on leave at any one time.

Upon return to service, the employee shall be returned to the same class and the same work location as held when the leave was approved. Where return to the employee's former position can be reasonably accommodated, such return shall be made.

**Section 4(A).** An employee with three (3) years of service with the university may request, upon sixty (60) calendar days advance written notice, and subject to the operating requirements of the university, shall be granted leave without pay for a period not to exceed four (4) months. The employee's request shall include a reason for the leave and shall be kept confidential to individuals within the employee's chain of command and Human Resources office. The university shall respond to the employee's request within thirty (30) calendar days of its receipt. In the event of the university's inability to grant such a request, the employee may choose to offer two (2) non-overlapping alternative four (4) month leave periods one (1) of which shall be granted unless reasonable efforts fail to result in finding a qualified replacement. An employee may not use this leave privilege more than once every three (3) years. Subject to the operating needs of the university, an additional leave of up to eight (8) months may be granted.

**(B)** When an employee uses leave without pay as outlined above, the employee must

exhaust all vacation leave, compensatory leave and exchange time balances prior to being placed on leave without pay except as provided for in Article 47 - Vacation Leave, Section 14.

(C) Time spent on leave without pay in excess of one (1) year shall not be considered as service in determining the employee's eligibility date for a salary increase unless such time has been spent on leave resulting from job-incurred disability or military leave as per Paragraph (D) of this Section.

(D) Leaves of absence without pay shall be granted all regular employees who enter the military service of the United States. Such employees shall be returned to service in compliance with the Veterans' Reemployment Rights Law, Title 38, USC Chapter 43.

**(E) Peace Corps Leave.** Leaves of absence without pay for at least two (2) years shall be granted automatically to all regular employees who serve in the Peace Corps as volunteers. Upon expiration of the leave, the employee shall have the right to be reinstated to the position held before the leave was granted and at the salary rates prevailing for such positions on the date of resumption of work without loss of seniority or other employment rights. Failure of the employee to report within ninety (90) days after termination of his/her service shall be deemed to be a resignation.

(F) Any authorized leave of absence without pay does not constitute separation from service. Any employee who is absent without authorized leave for five (5) consecutive work days will be deemed to have resigned and will be considered as a voluntary separation from service. When an employee has been absent without authorized leave for five (5) consecutive work days, the university will send a letter (certified/return receipt requested) to the employee's address of record, notifying the employee that he/she is deemed to have resigned. The employee will be allowed five (5) work days from the date of postmark to present extenuating circumstances. Such absence may be covered, however, by the university's chief human resources officer or designee by a subsequent grant of leave with or without pay, when extenuating circumstances are found to have existed.

(G) 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. The request must be made at least thirty (30) days in advance of the appearance, except in the case of traffic citations, notice will be given the first work day after receipt of the citation.

(H) In compliance with the provisions of ORS 659A.190 – 659A.198, as amended from time to time, the Employer shall grant an employee leave without pay or vacation leave, compensatory time, or personal leave at the option of the employee to attend a criminal proceeding when the employee or a member of the employee's immediate family is a crime victim.



## **ARTICLE 45: PRE-RETIREMENT COUNSELING LEAVE**

**Section 1.** 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 three and one-half (3-1/2) days leave with pay to pursue bona fide pre-retirement counseling programs. However, an employee may draw up to four (4) hours of his/her three and one-half (3-1/2) days of pre-retirement counseling leave after completion of ten (10) years of service prior to reaching age sixty (60) or five (5) years from retirement. Employees shall request the use of leave provided in this Article at least five (5) calendar days prior to the intended date of use.

**Section 2.** Authorization for the use of pre-retirement counseling leave shall not be withheld unless the university determines that the use of such leave shall handicap the efficiency of the employee's work unit.

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

## **ARTICLE 46: SEARCH AND RESCUE**

**Section 1.** An employee shall be allowed to take leave with pay to participate without pay and at no further cost to the university, in a search and rescue operation within Oregon at the request of any law enforcement agency, the Director of the Oregon Department of Aviation, the United States Forest Service or any certified organization for Civil Defense for a period of no more than five (5) consecutive days for each operation. The employee, upon returning to duty at the university, will provide to the university documented evidence of participation in the search operation.

**Section 2.** An employee shall be allowed to take leave with pay to participate in a firefighting operation without pay and at no further cost to the University at the request of any firefighting agency. Participating in firefighting operations under this Section shall be limited to two (2) occurrences, of not more than five (5) calendar days each, per calendar year. Leave for additional occurrences or days, may be approved subject to the operating requirements of the employee's department.

## **ARTICLE 47: VACATION LEAVE**

**Section 1. Vacation Leave Accrual.** After having served in a bargaining unit position in OUS for six (6) full calendar months, employees shall be credited with the appropriate earned vacation leave and thereafter vacation leave shall be accumulated or prorated on the appropriate schedule as follows for (a) full time employees; (b) seasonal employees and (c) part-time employees:

After six months (minimum 1040 hours) through (a) 5 <sup>th</sup> year; (b) 5 <sup>th</sup> annual season; (c) 60 <sup>th</sup> month	12 work days for each 12 full calendar months of service (8 hours per month)
After (a) 5 <sup>th</sup> year through 10 <sup>th</sup> year; (b) 5 <sup>th</sup> annual season through 10 <sup>th</sup> annual season; (c) 60 <sup>th</sup> month through 120 <sup>th</sup> month	15 work days for each 12 full calendar months of service (10 hours per month)
After (a) 10 <sup>th</sup> year through 15 <sup>th</sup> year; (b) 10 <sup>th</sup> annual season through 15 <sup>th</sup> annual season; (c) 120 <sup>th</sup> month through 180 <sup>th</sup> month	18 work days for each 12 full calendar months of service (12 hours per month)
After (a) 15 <sup>th</sup> year through 20 <sup>th</sup> year; (b) 15 <sup>th</sup> annual season through 20 <sup>th</sup> annual season; (c) 180 <sup>th</sup> month through 240 <sup>th</sup> month	21 work days for each 12 full calendar months of service (14 hours per month)
After (a) 20 <sup>th</sup> year through 25 <sup>th</sup> year; (b) 20 <sup>th</sup> annual season through 25 <sup>th</sup> annual season; (c) 240 <sup>th</sup> month through 300 <sup>th</sup> month	24 work days for each 12 full calendar months of service (16 hours per month)
After (a) 25 <sup>th</sup> year; (b) 25 <sup>th</sup> annual season; (c) 300 <sup>th</sup> month	27 work days for each 12 full calendar months of service (18 hours per month)

**Part-Time Employees Computation.** A part-time employee shall accrue vacation leave and shall earn eligibility for additional vacation credits. Such leave shall be accrued on a pro rata basis per the same schedule as full time employees.

A part-time employee shall be eligible to take initial vacation leave after six (6) calendar months.

**Intermittent/Seasonal Employees Computation.** Seasonal employees are entitled to use vacation credits (or to have them paid upon separation) when the seasonal employee has completed a combination of seasonal periods totaling six (6) full calendar months (a minimum of 1,040 hours). In accumulating this initial six (6) calendar months of service, time worked prior to a break in service may be credited if the break does not exceed two (2) seasons. An employee may not be credited with more than one (1) season during a calendar year.

**Section 2(A). Vacation Leave for New or Separating Employees.** 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.

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.

**(B)** Separating employees who are eligible will be paid for unused vacation leave

accrued through the last day of service, based on each employee's work schedule.

(C) Separating employees who are eligible will be paid for accumulated vacation leave and compensatory time at the hourly rate equivalent to his/her base rate at the time of separation. An employee shall not be eligible for vacation pay-out upon separation unless the employee has completed six (6) full calendar months or the equivalent.

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

**Section 6.** An employee who has lost work because of a job-related illness or injury shall not suffer a reduction in vacation credits. Vacation credits shall continue to be earned while an employee is using earned sick leave.

**Section 7.** Service with a jury shall be considered time worked.

**Section 8.** If an employee has a break in service and that break does not exceed two (2) years, he/she shall be given credit for the time worked prior to the break in service.

**Section 9.** Time spent in actual service or on Peace Corps, military, educational or job-incurred disability leave without pay shall be considered as time in service for determining length of service for vacation accrual rate.

**Section 10.** Vacation hours may accumulate to a maximum of 250 hours.

**Section 11. Authorization of Use.** Upon transfer of an employee with six (6) full months of OUS service to a different university covered by the Agreement, the employee may elect to have a maximum of eighty (80) hours of accrued vacation credits transferred to the gaining university, except the gaining university may agree to accept a greater amount of accrued vacation credits. The employee shall be paid in cash for that portion of accrued vacation credits not transferred.

Upon transfer of an employee with less than six (6) full months of service, all vacation credits accrued shall be transferred to the gaining university.

**Section 12.** 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 13.** After all earned sick leave has been exhausted an employee may request, 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 14.** Employees requesting leave without pay shall be required to use accrued vacation leave first except:

(A) Employees shall have their vacation time paid in full when they take education and career development leave without pay in excess of ninety (90) calendar days;

(B) Bargaining unit members may not be required to take vacation when leaving for military or reserve service as per Title 38, USC Chapter 43 or when taking leave for criminal proceedings in accordance with Article 44, Section 4(H).

(C) The employee may request in writing that up to forty (40) hours of vacation leave be retained for the employee's use after returning from the leave. This request must be included in the written request for a leave without pay. In the case of an unanticipated leave, an employee may request to retain up to forty (40) hours of vacation by telephone or written notification to the employee's supervisor. Such requests will not be unreasonably denied. Employees who request leave due to FMLA/OFLA will be notified of their right to retain vacation leave when they receive an FMLA/OFLA application packet. Approval of requests to retain vacation leave for intermittent absences shall be limited to FMLA/OFLA absences. It is understood that in such cases, Article 23 – Payroll Computation Procedures, Section 2(B) shall apply. An employee may not request to retain vacation after returning to work or after vacation has been deducted from his/her accrual unless the employee is medically incapable of communication at that time. If the employee is medically incapable of communication, the employee's notification to retain vacation may be deferred until the employee is medically capable of such communication, provided such notification may not be deferred if doing so will result in the loss of medical benefits by the employee. Employees who retain such vacation leave will not be eligible for hardship leave under Article 40 – Sick Leave, Section 8 unless and until they have exhausted such vacation leave along with all other accumulated leave.

**Section 15.** 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 250 hours within thirty (30) calendar days prior to the date the vacation leave would reach 250 hours.

**Section 16(A).** Subject to the operating requirements of the university, 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 with the university 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) work days prior to the desired vacation starting

time for vacations of five (5) work days or more. Supervisor approvals or denials must also be put in writing and will state reasons for any denial. For vacations of less than five (5) work days, the written request must be submitted at least five (5) work days prior to the desired starting time. The notice requirement does not preclude a supervisor granting a request on lesser notice.

**(B)** Vacation requests shall be acted upon as soon as possible but in no case later than ten (10) work days after the request is made, or seventy-five (75) calendar days before departure whichever is the latest. An employee whose vacation schedule has been approved will notify his/her supervisor in writing in advance of the date(s) on which deposits on reservations will be forfeitable. After such date(s) (or earliest, if more than one), the scheduled vacation shall not be cancelled by the university except in the event of an emergency. (A cancellation under Paragraph (A) of this Section is not to be considered an action of the university.) The university shall reimburse the employee for all non-recoverable deposits caused by such emergency cancellation provided that the employee shows evidence of good faith efforts to recover such deposits.

**Section 17.** The university's chief human resource officer or designees will notify employees of the opportunity to elect a cash-out of up to forty (40) hours of vacation leave in November of each year. The employee will submit the appropriate university form during the month of December each year requesting the cash-out. The cash-out will be paid to the employee in January. The employee must have a minimum of eighty (80) hours of accrued vacation leave remaining after the cash-out.

**Section 18.** Nothing in this Article shall be construed to prohibit the donation of hours of accrued vacation leave for conversion to supplemental military pay pursuant to the OUS Military Leave Donation Policy, Human Resources, OUS Fiscal Policy Manual 57.100, as amended from time to time.

## **ARTICLE 48: LAYOFF**

**Section 1.** A layoff is defined as a separation from service for involuntary reasons other than resignation, not reflecting discredit on an employee; or a change in category as defined in Section 3(D) of this Article; or a change in FTE which results in a loss of benefits eligibility under Article 24 - Insurance. An employee shall be given written notice of layoff at least thirty (30) calendar days before the effective date, stating the reasons for the layoff. However, if the Employer is unable to provide thirty (30) calendar days' notice of layoff due to circumstances beyond the control of the Employer, the minimum period for written notice of layoff shall be fifteen (15) calendar days.

**Section 2.** Notwithstanding any other provisions of this Article, designated individuals may be bypassed during layoff to retain adequate numbers of protected class employees, based upon the goals of the Affirmative Action Plan developed by the university, consistent with applicable law.

**Section 3.** The layoff procedure shall occur in the following manner:

**(A)** The university shall determine the specific positions to be vacated and employees in those positions shall be notified of layoff, as specified in Section 1 of this Article. The university shall notify in writing any employees scheduled for layoff of his/her seniority and his/her contractual layoff rights. The university shall notify the Local Union President and Field Office in writing of the seniority of all employees scheduled for layoff and all employees potentially subject to displacement under this Section in that geographic area. The notices will be either hand-delivered or sent by registered mail.

An employee notified of a pending layoff has five (5) work days, upon receipt of the official notice, to notify the university's Human Resources office, in writing, of his/her intention to exercise layoff rights or elect layoff under this Article. If the university's Human Resources office does not receive notice within the five (5) work days, the employee will be given official notice that he/she is deemed to have elected layoff. The employee will then have five (5) work days, from the receipt of such notice, to contact Human Resources to exercise his/her layoff rights. The official notice will be either hand-delivered or sent by registered mail.

**(B)** Temporary employees and employees of any temporary agencies performing work in the classification and administrative unit in which a layoff occurs shall be terminated prior to the layoff of trial service or regular employees. "Administrative Unit" is defined as the unit reporting to the lowest level Director or Department Head or equivalent level manager (for example: Registrar or Comptroller), Dean, Vice President, Assistant/Associate Vice President, Assistant/Associate or Vice Provost, Provost or President where a layoff occurs. An employee in initial trial service is ineligible for any layoff rights under this Article.

**(C)** For purposes of this Article, geographic areas are defined as:

OSU: Radius of fifteen (15) miles from an employee's work station

PSU: Portland tri-county area; Salem

UO: Oregon Institute of Marine Biology, Charleston; Pine Mountain Observatory (near Bend); Portland (tri-county) area; balance of university.

EOU: La Grande; Portland; Ontario; Pendleton; Bend; Baker City; Gresham; Coos Bay

WOU: University-wide

SOU: Medford; balance of university.

OIT: Klamath Falls; Portland (tri-county) area; Salem; Seattle, WA

**(D)** Employees shall have layoff rights within a geographical area and within the following separate categories:

**(1)** Regular full time positions;

**(2)** Regular part-time positions, benefits eligible;

**(3)** Regular part-time positions, non-benefits eligible;

**(4)** Seasonal full and part-time positions; or

**(5)** Full time academic year positions;

**(6)** Part-time academic year positions, benefits eligible;

- (7) Part-time academic year positions, non-benefits eligible;
- (8) Intermittent Employees.

(E) The university shall place an employee notified of a pending layoff in the following order:

(1) The employee shall be moved into a vacant position that the university intends to fill and for which the employee is position-qualified in the employee's same geographic area and the same classification.

(2) If no positions are accessible under Section 3(E)(1) the employee shall be moved into a vacant position that the university intends to fill and for which the employee is position-qualified in the employee's same geographic area in the same salary range but a different classification.

(3) If no positions are accessible under Section 3(E)(2), the employee shall displace the employee in the university with the lowest seniority in the same classification in the same geographic area in the university where the layoff occurs if the employee is position-qualified. However, an employee may elect to be placed in a vacancy in accordance with Section 3(E)(5).

(4) If no positions are accessible under Section 3(E)(3), the employee shall displace the employee in the university with the lowest seniority in the same geographic area in any classification with the same salary range in which the employee previously held regular status, including any predecessor classification, if the employee is position-qualified. However, an employee may elect to be placed in a vacancy in accordance with Section (3)(E)(5).

(5) If no positions are accessible under Section 3(E)(4), the employee shall be moved to a vacant position that the Employer intends to fill in a lower salary range in the same geographic area, if the employee is position-qualified. In applying this step of the process, the Employer will place employees in a salary range as close to their current salary range as possible, but in no case more than five (5) salary ranges below their current salary range. An employee not placed in this step will move to Step 6 of this process. Also, if there is more than one such vacant position, the Employer shall consider employee preferences in placing the employee. Employees who demote shall be placed on any geographic area layoff recall list of his/her choice within the university for the classification from which he/she demoted.

(6) If no positions are accessible under Section 3(E)(5), the employee shall demote to the position held by the employee with the lowest seniority in any classification for which the demoting employee is position-qualified within the university and geographic area, thereby displacing the employee holding such position. In applying this step of the process, the Employer will place the employee in a salary range as close to his/her current salary range as possible. An

employee who demotes shall be placed on any geographic area layoff recall list of his/her choice within the university for the classification from which he/she demoted.

**(7)** If no positions are accessible under Section 3(E)(6), the employee shall be laid off. Also, an employee may elect to be laid off in lieu of placement in accordance with Section 3(E)(1) through Section 3(E) (6), in which case the employee shall notify the Employer in writing of his/her decision to accept a layoff within five (5) work days of being advised of the placement decision. An employee who elects to be laid off shall be placed on any geographic area layoff recall list of his/her choice within the university for the classification from which he/she was laid off.

**(8)** The steps provided by Section 3(E) above shall apply to regular status (i.e., non-limited duration) employees displacing limited duration employees only when the limited duration positions are expected to continue for at least ninety (90) days beyond the time of layoff.

**(9)** Under Section 3(E), an employee shall only be eligible to displace another employee with lower seniority.

**(F)** To be position-qualified under Section 3(E), the employee must meet the minimum qualifications for the position's classification and must be capable of performing the specific requirements of the position within a reasonable period of time. A reasonable period of time is defined as approximately two (2) weeks. If an employee meets the minimum qualifications but is not capable of performing the specific requirements of the lowest seniority position, he/she may displace or demote to the next lowest seniority position in the classification, provided that the incumbent in the next lowest position has a lower seniority than the employee displacing or demoting.

**(G)** Individuals filling a job-sharing position at the time of calculation of seniority shall be considered as two (2) distinct part-time employees.

**(H)** If an employee is under-filling a position, the employee will be considered to be in the lower-level position classification for the purposes of this Article.

**(I)** Any employee displaced by another employee under Section 3 (E) shall also be subject to the provisions under Section 3.

**(J)** An employee who has been disciplined by denial of a merit salary increase, reduction in pay, demotion, or suspension within the previous twelve (12) months and whose discipline is not currently under appeal through the Grievance and Arbitration Procedure shall not be eligible to displace another employee under Paragraphs E(3), E(4), or E(6) of this Section. However, this Paragraph shall not be used to circumvent an employee's rights or proper disciplinary procedures as provided in Article 17, Discipline and Discharge; nor shall it be used in selecting positions to be vacated under Section 3(A) of this Article.



**(K)** When an employee is displaced in accordance with Section 3(E) of this Article, upon request of the Employer, the chief steward or designated steward will work with Human Resources in explaining the displacement process under this Article to the displaced employee and other bargaining unit members in the receiving unit.

**Section 4.** For purposes of this Article, the term “university” does not include employees represented by other unions. There will be no cross-bumping between unions. If, however, the university permits another union to cross-bump into SEIU Local 503, OPEU positions, such rights shall be extended to SEIU Local 503, OPEU bargaining unit members also.

**Section 5. Seniority Frozen.** When a university intends to initiate a layoff, the university will notify the Union in writing that all seniority will be frozen from the date of notice for a period not to exceed three (3) months. However, during the period when seniority is frozen, the employee will continue to accumulate seniority for purposes of future computations. The three (3) month freeze may be extended by mutual written agreement of the Union and the university.

**Section 6.** Any initial trial service employee who is laid off under this Article shall not be placed on the university layoff recall list, but shall be restored to the applicant pool from which the employee was hired if the applicant pool is still active. Restoration to the applicant pool shall be for the remaining period of eligibility that existed at the time of appointment from the applicant pool. Any employee on promotional trial service who is notified of layoff shall have layoff rights under this Article in the classification in which the employee last held regular status.

**Section 7.** Regular status seasonal employees laid off prior to the end of the season shall be placed in order of seniority on the university layoff list for seasonal reappointment and shall be limited so as to encompass only those seasonal employees in a classification who are employed at that specific geographical location and the university where the reduction occurs. The eligibility for such seasonal employees shall be canceled at the end of each season. At the completion of a season, all seasonal employees shall be terminated without regard to seniority. Regular status seasonal employees terminated at the end of the season shall be placed on the university layoff list in order of seniority and shall be recalled by geographical area the following season in order of seniority to the extent that work is available to be performed.

**Section 8.** Any employee demoted in lieu of layoff may request at that time and shall be paid for all accrued compensatory time at the rate being earned prior to demotion in lieu of layoff.

**Section 9(A). University Layoff Recall Lists.** Names of regular employees of the university who have separated from the service of OUS in good standing by layoff or who have demoted in lieu of layoff shall be:

- (1)** placed on layoff recall lists for recall within the same employment category defined in Section 3(D) as that from which laid off in seniority order established by the classification from which the employee was laid off or demoted in lieu of

layoff and by geographical area; and

(2) placed in seniority order, upon employee written request within thirty calendar (30) days of the effective date of the layoff or placement, on the layoff recall list for:

- a. Any classifications (or the successor classification) that the employee held within the previous three (3) years and had successfully completed trial service while employed by OUS.
- b. If the employee is in a classification that is part of a series at the time of layoff, then any lower classification within that classification series.

(3) Employees on layoff recall lists referenced in Section 9 (A) of this Article may remain on layoff recall lists for a period not to exceed:

- a. Two (2) years from the date of layoff if the employee has been demoted in lieu of layoff and is still employed at the university.
- b. One (1) year from the date of layoff if the employee has lost employment at the University as a result of layoff.

(B) The employee shall designate in writing the geographic area layoff recall list(s) on which he/she wishes to be placed.

(C) An employee currently on a layoff recall list prior to the effective date of this Agreement shall be placed on the geographic layoff recall list from which he/she was laid off.

The Employer shall provide to the Union upon request any classification layoff recall lists with the names, date of separation/demotion and service credits of anyone currently on the list.

(D) Layoff recall lists provided for in this Section shall be used in filling vacancies under Article 32 - Filling of Vacancies, Section 2.

**Section 10(A). Recall.** Employees who are on a university layoff recall list shall be recalled by geographic area and employment category defined in Section 3 (D) in seniority order beginning with the employee with the greatest seniority. To be offered a position upon recall from layoff, an employee must be position-qualified under Section 3(F).

(B) If an employee is certified from any layoff recall list and is offered a position, he/she shall have one (1) right of refusal to be submitted in writing. Upon a second refusal, however, the employee's name will be removed from the layoff recall list in all geographic areas. Failure to respond in writing to the university's Human Resources office within five (5) work days shall be deemed a refusal.

(C) An employee appointed to a position from a layoff recall list shall be removed from all other layoff recall lists. An employee on a layoff recall list who is appointed to a higher classification in accordance with Article 32 - Filling of Vacancies, and is removed during the trial service period in accordance with Article 34 - Trial Service, shall be returned to the university layoff recall list for the remaining period of eligibility that existed at the time of appointment.

(D) If a temporary appointment is necessary in any geographic area and is expected to last longer than forty-five (45) calendar days and there is a layoff recall list for that classification in the geographic area, employees on the layoff recall list shall first be offered the temporary appointment prior to hiring any other temporary. Not accepting a temporary job appointment does not constitute a right of refusal under this Section. This shall only apply to employees separated from OUS service. Such employees shall be appointed as a temporary employee, at a salary to be determined by the Employer, and will not be eligible for any benefits covered under this Agreement unless the employee meets the definition of a represented temporary employee under Article 2, Section 1(A).

**Section 11.** When the university declares that a lack of funds will necessitate a layoff, the Union and University chief human resource officer shall meet, if requested by either party, to consider such alternatives to layoffs as: voluntary reductions in hours; voluntary paid leaves of absence; other voluntary programs and/or temporary interruptions of employment. Such alternatives shall be subject to mutual agreement by the Union and the university. Pending such mutual agreement, the university may implement layoff procedures consistent with the Collective Bargaining Agreement.

**Section 12.** If a filled bargaining unit position is excluded from the bargaining unit in accordance with Article 2 - Recognition, Section 2, the employee may exercise his/her rights under this Article, providing the employee notifies the Employer within thirty (30) calendar days of being notified of the exclusion.

## **ARTICLE 49: SEASONAL AND INTERMITTENT EMPLOYEES**

**Section 1.** Positions which occur, terminate and recur periodically and regularly, regardless of the duration thereof, shall be designated as seasonal positions.

**Section 2.** Seasonal employees will complete trial service after having served a combination of seasonal periods totaling six (6) full calendar months (a minimum of 1,040 hours).

**Section 3.** A regular status seasonal employee shall be eligible for a salary increase upon returning to the same university in the same classification the next annual season regardless of the length of the period of time that has lapsed since the previous six month or annual increase granted. "Annual season" means a period of twelve (12) months, regardless of the number of seasons occurring during that period.

**Section 4.** A seasonal employee shall be given notice at the time of hire of the length of the season and the anticipated end of the season. A seasonal employee shall be given at least ten (10) calendar days advance notice of the end of the season, except when conditions are beyond the control of the university. (See also Article 48 - Layoff, Section 7.)

**Section 5.** Seasonal employees shall accrue all rights and benefits accrued by full time employees during their employment season, except as otherwise modified by this Agreement.

**Section 6.** Employees in seasonal positions who have reached regular status and who are not participating members of the Public Employees Retirement System shall receive a special differential in lieu of the state “pick-up” of employee contributions to the Retirement System. Such special differential shall not increase pay rates in the Compensation Plan or be applicable to other seasonal, temporary, trial service or regular positions or employees. Such special differential shall terminate immediately prior to the first full pay period after the employee becomes a participating member of the Retirement System and becomes eligible for state “pick-up” of employee contribution to the System.

An employee shall receive a premium of six percent (6%) in addition to their regular rate of pay.

**Section 7.** Only on-call positions may be designated as intermittent positions in that work assigned to these positions is available on an irregularly fluctuating basis because of conditions beyond the control of the university chief human resource officer or designee.

**Section 8.** A person appointed to an intermittent position during the term of this Agreement shall be informed in writing at the time of appointment that the position has been designated as an intermittent position and that the employee may expect to work only when work is available. A person who is appointed to an intermittent position may be scheduled for work at the discretion of the supervisor when the workload for the position so justifies without any penalty pay provision for short notice.

**Section 9.** The unscheduling of an employee appointed to an intermittent position shall not be considered a layoff. Whenever possible, an intermittent employee shall be given ten (10) calendar days’ notice of scheduling and unscheduling of work. When such notice cannot be given, such employees may be unscheduled without advance notice. The university shall not use unscheduling of work as a method of unofficially disciplining or discharging intermittent employees.

**Section 10.** Intermittent employees will be scheduled and unscheduled for work in seniority order by work unit.

**Section 11.** Except as specifically modified by this Agreement, intermittent employees shall have all the rights and privileges of seasonal employees.

## **ARTICLE 50: ACADEMIC YEAR POSITIONS**

**Section 1.** The university's chief human resources officer or designee may designate positions involving teaching or other school activity as academic year positions. To the extent practicable, the employment term of such positions will conform generally to the school or academic year. The designation of such positions does not preclude the extension of employment, either full or part-time, into the period between two (2) school or academic years. Notwithstanding the foregoing, the initial designation shall be only those positions customarily working during the academic year.

**Section 2.** Employees in positions designated as academic year positions will be placed on leave without pay during the unextended period between school or academic years. Time spent on such leave without pay will constitute service for purposes of computing vacation accrual rate, anniversary dates, seniority and any other purpose where service time is computed except for trial service.

**Section 3.** It is expected that an incumbent in an academic year position will be returned to the position after the leave without pay status. In the event that the position is not to be filled at the start of the new year and the employee is unable to be placed into a comparable position, a layoff will ensue.

**Section 4.** An employee filling a position designated as an academic year position who is subsequently laid off will be placed on an academic year layoff recall list, full or part-time, consistent with the full or part-time status in the academic year position.

**Section 5.** Where a position is being reduced in service from fiscal year (12 months) to academic year, the layoff provisions of Article 48 - Layoff will apply. In addition, an employee may opt to remain in the reduced service (academic year) position. The employee thus displaced from the fiscal year position will be placed on the full or part-time layoff recall list in the classification held before such displacement, consistent with the full or part-time status in the fiscal year position.

**Section 6.** Existing practices related to use of seniority to determine extensions of academic year employment during summer breaks will continue.

**Section 7.** The university agrees to consider interested academic year employees for temporary appointments during summer breaks according to the following procedure:

**(A)** Prior to the end of Spring Term each year, the universities will send written notices to academic year employees to ask if they are interested in temporary positions in their own classifications, or lower classifications within the same class series, which may occur during summer break.

**(B)** Interested employees will be asked to complete forms indicating what time period(s) they will be available, including planned vacation times, specific skills and abilities they have, and duration and classification of temporary jobs they would accept.

**(C)** Employees who have asked to be considered for summer break temporary employment will be placed on lists by classification and geographic area. The order of names on these lists will be decided by seniority.

**(D)** Before a temporary appointment is made to perform work that is performed during the school year by an academic year employee, the academic year employee will be offered an extension of his/her academic year position. In unusual circumstances, when temporary funding is available for summer work but budgeted FTE is not available, a temporary appointment may be made. In such circumstances, the academic year employee who performs the same work during the school year will be offered the temporary appointment.

**(E)** When a temporary position which is expected to begin and end during the time between the end of Spring Term and the beginning of Fall Term is to be filled, available academic year employees who have asked and are eligible for summer temporary employment in the classification of the temporary position will be considered for appointment.

**(F)** The highest ranking available employee on the academic year temporary summer employment list who is determined by the university's chief human resource officer or designee to be qualified will be offered the temporary appointment. It is understood that to be considered qualified, an employee must be able to meet the specific requirements of the temporary position. Requirements must be reasonably related to the job. Qualification evaluations will be based upon information provided by the employee and verified by the university's chief human resource officer or designee.

**(G)** Employees will be expected to provide telephone numbers at which they can be reached within forty-eight (48) hours during summer break. When a temporary summer position is to be filled, the department will attempt to contact qualified individuals by telephone at the number provided. If the highest ranking employee cannot be reached by telephone within a forty-eight (48) hour period, he/she will be deemed unavailable and the next highest ranking qualified employee will be contacted. For temporary appointments of no more than one (1) week's duration, the department will attempt to contact the top three (3) qualified individuals by telephone and may appoint the first one reached. If none of the three (3) is reached, the department may appoint an outside applicant.

**(H)** An academic year employee who has been placed in a temporary summer position will not be considered available for other temporary positions prior to the date specified as the ending date of his/her original temporary appointment.

**(I)** Employees may decline one (1) offer of temporary summer employment. The name of an employee who declines a second offer will be removed from the academic year summer employment list for the year.

**(J)** An employee appointed to a temporary summer position may be paid at or below the rate he/she is paid as an academic year employee. The rate of pay will not exceed the top step of the range for the classification of the temporary position.

(K) It is understood that temporary employees, including academic year employees appointed to temporary summer positions, are not eligible to accrue vacation, sick leave or personal leave, and that they are not eligible to use such leave earned in their regular academic year positions.

(L) It is understood that temporary employees, including academic year employees appointed to temporary summer positions, are not bargaining unit members for purposes of their temporary appointments, unless the employee meets the definition of a represented temporary employee under Article 2, Section 1(A). By accepting a temporary position, the employee shall suffer no loss of benefits he/she has as an academic year employee on leave without pay status and shall receive all the benefits of the temporary position.

(M) Temporary positions to be filled by retired employees with hourly employment limitations to positions in the same classification and department will be exempt from the requirements of this Section.

(N) It is understood that temporary appointments to be made to provide temporary replacements for unclassified employees are exempt from the requirements of this Section. It is further understood that temporary positions to be assigned work that is confidential under provisions of ORS 243.650 are exempt from the requirements of this Section.

**Section 8.** For those employees not eligible for unemployment compensation, the university shall pay PEBB medical/dental insurance Employer contributions during the summer months and for the Christmas and Spring breaks for all academic year employees eligible for PEBB insurance coverage. The university also shall take additional deductions, if required, from the employees' May paychecks. An employee may choose, however, not to have summer PEBB coverage by submitting written notice to this effect, to the payroll office prior to May 20 for that academic year.

**Section 9.** Where payroll systems are currently so programmed, management at each campus shall allow academic year employees to individually opt, at the beginning of each academic year, to receive their pay over twelve (12) months rather than the actual academic year.

## **ARTICLE 51: TEMPORARY INTERRUPTIONS 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) calendar 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 accrued paid leave including vacation, compensatory time off or personal leave, except for sick leave unless sick leave has been pre-approved. Such employee

shall continue to accrue all benefits during this period.

**Section 3.** For periods longer than fifteen (15) calendar days, the university's chief human resource officer or designee shall follow the procedures described in Article 48-Layoff. In instances where temporary interruption of employment is an established practice that the university used in connection with cyclical or scheduled shortage of work for more than fifteen (15) calendar days, such practice may continue; provided, however, that when such periods are for longer than fifteen (15) calendar days, the university's chief human resource officer or designee shall use seniority of employees by classification in the affected work unit in determining employees to be placed on leave without pay. The university's chief human resource officer or designee will determine the work unit in each instance. If all such employees available for work cannot be returned to their positions, seniority shall be used to determine the order of recall.

## **ARTICLE 52: CHANGE IN CLASSIFICATION SPECIFICATIONS**

**Section 1.** The Employer shall notify the Union of intended classification studies.

**Section 2.** The Union may recommend classification studies be conducted by OUS, indicating the reasons for the need of such studies. OUS shall reply, setting a target date for completion of the study or explaining the reasons for a decision not to conduct such a study.

**Section 3(A).** Whenever a change in classification specifications or a new classification is proposed, it is agreed that OUS shall submit the classification specification changes to the Union to provide it an opportunity to review and comment on the specifications. If the changes of the specifications substantially revise the specifications, the parties shall negotiate the salary range for the newly revised specification.

**(B)** Proposals for the salary rate and effective date for changes in classification specifications may be submitted throughout the term of the Agreement. If the parties are able to reach agreement, the new classification will be implemented. Any classes on which salary is not agreed can be submitted with overall proposals for a successor Agreement.

## **ARTICLE 53: RECLASSIFICATION UPWARD/RECLASSIFICATION DOWNWARD**

**Section 1.** Reclassification must be based on findings that the purpose of the job is consistent with the concept of the proposed classification and that the class specification for the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities of the position. As used herein:

**(A)** the purpose of the job shall be determined by the statement of purpose and assigned duties of the position description and other relevant evidence of duties assigned by the university;



(B) the concept of the proposed classification shall be determined by the general description and distinguishing features of its class specification; and

(C) the overall duties, authority and responsibilities of the position shall be determined by the position description and other relevant evidence of duties assigned by the university.

**Section 2(A). Reclassification Upward.** Reclassification upward is a change in classification of a position by raising it to a higher classification. Except within nine (9) months of a misallocation, a reclassification must be based on a finding that the duties, authority and/or responsibilities of a position have been enlarged, diminished or altered, but the knowledge, skills and abilities required are still essentially similar to those previously required. A misallocation occurs when: (1) a position is improperly allocated at the time it is created or, (2) an employee is placed in a position in which the duties and responsibilities do not accurately reflect the assigned classification.

(B) Employees may request reclassification by submitting a current or revised position description form and written explanation with all relevant evidence for the proposed reclassification to the university's Human Resources office. The university shall review the merits of the request based on the final position description that has been updated and approved by the supervisor and chief human resource officer or designee. Within sixty (60) calendar days after the receipt of the reclassification request, the university shall notify the employee of its decision, unless otherwise mutually agreed in writing and shall provide the employee with a copy of the final updated position description. The employee shall be entitled during the sixty (60) day review period to present further arguments in support of the request. Should the duties of the position support the proposed reclassification, the university shall make a determination whether to reclassify or remove the duties in a timely manner.

(C) If a reclassification request is approved or upheld, the effective date shall be the first of the month following the month in which university received the reclassification request. The employee will receive a lump sum payment for the difference between the current salary rate, including work-out-of-class pay, if any, and the proposed salary rate, for the time period beginning the first of the month following the month in which the university received the reclassification request to the date of actual implementation.

(D) If a reclassification request is approved or upheld, the rate of pay upon upward reclassification shall be the first step of the new salary range or one step, whichever is greater. In either case, a new salary review date will be established twelve (12) months thereafter. Should a reclassification upward result in overpayment of pay from the effective date of the reclassification to the day of actual implementation, the employee shall be held harmless and not be required to reimburse the Employer for the overpayment.

(E) If a reclassification request is approved or upheld, but the duties are removed pursuant to Section 2, the employee will receive a lump sum payment for the difference between the current salary rate, including work-out-of-class pay, if any, and the proposed salary rate, for the time period beginning the first of the month following the month in which the reclassification request was received by the university to the date the duties were removed.

**Section 3(A). Reclassification Downward.** Reclassification downward is a change in the classification of a position by reducing it to a lower classification.

(B) The university shall, sixty (60) calendar days in advance of a reclassification downward of any position, notify the employee in writing of the action and the specific reasons.

(C) If an employee is reclassified downward and his/her rate of pay is above the maximum of the new classification, his/her rate of pay will remain the same until a rate in the salary range of the new classification exceeds it, at which time the employee's salary shall be adjusted to that step.

(D) If the employee's rate of pay is the same as a salary step in the new classification, the employee's salary shall be maintained at the same rate in the lower range.

(E) If the employee's rate of pay is within the new salary range but not at a corresponding salary step, the employee's salary shall be maintained at the current rate until the next eligibility date. At the employee's next eligibility date, if qualified, the employee shall be granted a salary rate increase of (1) full step within the new salary range plus that amount that his/her current salary rate is below the next higher rate in the salary range. This increase shall not exceed the highest step in the new salary range.

(F) Employees who are reclassified downward for non-disciplinary reasons shall be given the same recall rights as employees demoted in lieu of layoff pursuant to Article 48 - Layoff of this Agreement for reemployment to the classification from which they were reclassified downward.

**Section 4(A). Appeals. Filing. Reclassification Upward.** A decision of the university to deny a reclassification request may be appealed in writing by the Union under the procedure described in Article 18 – Grievance and Arbitration Procedure, Section 5 beginning with Step 3. Such appeal shall include the final updated Position Description Form signed by the chief human resource officer or designee as referred to in Section 2(B) of this Article and the written explanation previously submitted by the employee to the university's chief human resource officer or designee, as well as all relevant evidence of duties relied upon by the employee/Union at the university level. No new evidence will be presented by the employee/Union in this appeal process.

**Reclassification Downward.** Within thirty (30) calendar days from the date the employee receives notice that the university will reclassify his/her position downward, he/she may grieve this action under the procedure described in Article 18, Section 5 beginning with Step 2, by providing written explanation and all relevant evidence demonstrating why the reclass is in conflict with Section 1 of this Article. If the grievance is appealed to Step 3, such appeal shall include the written explanation and evidence previously submitted to the university's chief human resource officer or designee. No new evidence will be presented by the employee/Union in this appeal process.

**(B) Arbitration.** A decision by the OUS to deny a reclassification request or to deny a grievance regarding a downward reclassification may be submitted by the Union to final and binding arbitration in accordance with Article 18 – Grievance and Arbitration Procedure, Section 5, Step 4 of this Agreement. The arbitrator shall allow the decision of the university to stand unless he/she concludes that the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities using the criteria specified in Section 1 of this Article.

**Section 5.** An incumbent employee who appealed his/her reclassification decision to final decision through an arbitration, shall not be eligible to either submit a new reclassification review request or to be reclassified downward by management, unless a change of assigned duties has occurred since that decision.

## **ARTICLE 54: 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. Nothing contained herein shall compromise the right or the responsibility of the university to solely and exclusively assign work consistent with the classification specification.

**Section 2. Performance Evaluations.** Every employee shall receive a performance evaluation annually by the employee's eligibility date. The employee's performance shall be evaluated by the immediate supervisor. The supervisor shall discuss the performance evaluation with the employee.

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.

If there are any changes or recommendations to be made in the evaluation after the supervisor has discussed it with the employee, the evaluation shall be returned to the supervisor for discussion with the employee before these changes are made. The employee shall have the opportunity to comment on these changes. The employee shall sign the new evaluation and that signature shall only indicate that the employee has read the evaluation. A copy shall be provided the employee at this time.

All written comments provided by the employee within sixty (60) calendar days of the evaluation shall be attached to the performance evaluation. Performance evaluations are not grievable or arbitrable under this Agreement. They shall not be used for purposes of disciplinary action or layoff. They also shall not be used as evidence by either party in grievance or arbitration cases, except in the case of denial of annual performance pay increases.

If an employee receives less than a satisfactory evaluation, the Employer agrees to meet with the employee within thirty (30) calendar days of the evaluation to review, in detail, the alleged deficiencies.

Recognizing the value of a participatory performance evaluation process, supervisors are encouraged to provide an opportunity for employees to provide input to the annual evaluation prior to the supervisor completing the evaluation.

**Section 3. Seasonal Employees.** Seasonal employees still on trial service should refer to Article 49 - Seasonal and Intermittent Employees, Sections 2 and 3 regarding salary increases.

**Section 4. Denial of Performance Increase.** The university shall give notification in writing of withholding of performance increases to all employees at least fifteen (15) days prior to the employee's eligibility date. When the performance increase is to be withheld, the reasons therefore shall be given in writing and will be subject to "just cause" standards. Any grievances for denial of annual performance pay increases will be processed under Article 17 - Discipline and Discharge. If an annual increase is not granted on the eligibility date, the employee's eligibility date is retained no longer than eleven (11) months beyond the eligibility date. If the increase is subsequently granted within eleven (11) months, it shall be effective on the first of the following month and shall not be retroactive. (For administration of performance increases, see Article 22 - Salary Administration).

## **ARTICLE 55: 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. A regular work schedule is a repeating work schedule with the same starting and stopping time, not exceeding forty (40) hours in a work week on either five 8-hour days or four-10 hour days. Other repeating work schedules will be agreed upon in advance by the employee and the supervisor. A flexible work schedule is a work schedule with varying starting and/or stopping times, but which does not exceed forty (40) hours in a work week, and is agreed upon in advance by the employee and the supervisor.

Provided, however, nothing in this Section is intended to prohibit management from changing an employee's flexible work schedule without an employee's consent where such a change is needed in the regular course of business and where the employee has been initially hired by management, or initially placed on a flexible work schedule, with the express understanding that the person hired or the employee so placed on a flexible work schedule is expected to work a flexible work schedule as a condition of his/her employment.

**Section 2.** Except as may be specifically stated in Sections 3-7 of this Article, the work week is defined as the fixed and regularly recurring period of 168 hours during seven (7) consecutive 24-hour periods and the work day is the 24-hour period commencing at the start of the employee's assigned shift and shall remain fixed at that period for the whole of the work week, except for flexible work schedules.

**Section 3.** The basic work week or work weeks currently established by the Employer shall remain fixed during the term of this Agreement regardless of an employee's scheduled hours of work.

**Section 4.** The Employer agrees to schedule employees in a manner that would not result in split shifts or split weekends unless mutually agreed to between the university and the employee. Exceptions to split days off may occur in the Security, Student Health Service, Food Service and Boiler Plant Operations. 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 30 - Penalty Pay, of this Agreement, except in instances where unforeseeable circumstances preclude such notice or where such schedule change is mutually agreed to by the employee and the university.

OSU Only. Notwithstanding the provisions of this Article, the present practices of the University in its Agricultural Operations may be continued. Regularly scheduled employees shall receive at least ten (10) work days advance notice of schedule changes occurring at the beginning of Fall, Winter and Spring Terms, including days off and starting and quitting times. In no case will penalty payments be made unless advance notice has not been provided as specified in Article 30 – Penalty Pay.

**Section 5.** Except in the Security Department, vacancies that 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. Except as limited by this Article, management shall not be precluded from exercising its rights under Article 9 - Employer Rights of this Agreement.

**Section 6.** Except for employees working four (4) 10 hour (4/10) work day schedules, 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 4/10 hour work day schedules shall receive a rest period of twenty (20) minutes in every five (5) hours working time to be taken insofar as practicable in the middle of such working period.

**Section 7.** 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 8.** 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 work day to clean themselves. Time for cleaning equipment shall be considered a part of the employee's work day.

**Section 9.** An employee may request in writing authorization to change his or her work

schedule. The employee's request must include the duration of the change in the schedule and address how the operating needs of the university could be met. The supervisor will give full consideration to the request and respond within thirty (30) calendar days of receipt. The supervisor will deny the request only for reasons which are reasonably related to university operating needs. If the request is denied, the reason(s) will be given to the employee in writing.

**Section 10.** When an employee is scheduled without at least a ten (10)-hour break between the end of one shift and the start of another, the hours worked by the employee during the ten (10) hours following the end of the first shift shall be compensated at the overtime rate of pay, except during on-call duty, the first shift after a shift rotation change, flexible work schedules, or if such hours are scheduled at the request of the employee.

**Section 11.** An employee's written request to the chief human resource officer or designee to telecommute will be approved or denied based on the operating needs of the University, and pursuant to the University telecommuting policy or, in the absence of a University telecommuting policy, the OUS telecommuting policy.

## **ARTICLE 56: SAFETY AND HEALTH**

**Section 1.** Proper safety devices and clothing shall be provided by the university 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.

The Employer will ensure that workplaces, at a minimum, meet legal standards for health and safety. Upon request of the employee, the Employer will provide the employee with ergonomics information and appropriate training through the process available on each campus.

**Section 2(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 the university 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.

**(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 by the university unless the employee's claim is upheld.

**Section 3.** If in the conduct of official duties an employee is exposed to serious communicable diseases which would require immunization or testing, or if required by the university, 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. Where immunization or testing shall prevent or help prevent such disease from occurring, employees shall be granted accrued sick leave with pay for the time off from work required for the immunization or testing. An employee shall notify his/her supervisor immediately when he/she has knowledge of exposure to a communicable disease.

**Section 4.** Each university will maintain a written procedure for the safe evacuation of buildings in the event of fire, explosion, and threats involving explosive devices or other actual or potential disaster. The written procedure will provide for reasonable efforts to notify employees that a bomb threat has been received when the employees' work locations are in areas to which the threats have been specifically directed. If management has determined that such a bomb threat does not justify evacuation, an employee so notified, whose absence in management's opinion would not compromise safety, security or health, will be allowed to leave his/her work location on leave without pay status for no longer than the remainder of his/her scheduled work shift. The Union will be given the opportunity to provide information to management officials responsible for developing and maintaining notification/evacuation/search procedures and to discuss with such officials any perceived problems with the procedures. Following discussion between the Union and the university management, the procedure will be made known to all employees.

**Section 5.** The university will, at least annually, advise employees of the name and telephone number of the university Safety Representative. Employees are encouraged to report any condition believed to be unsafe to the 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.

**Section 6.** The Employer shall have a written hazardous material communication program. This written program shall be available to employees and their representatives. Employees shall be informed of any toxic or hazardous materials in their workplace.

**Section 7.** The Employer shall solicit and consider the Union's comments concerning the policies and procedures referred to in Section 6 of this Article.

## **ARTICLE 57: JOINT COMMUNICATION/CONSULTATION COMMITTEES**

**Section 1.** To facilitate communication between the parties and to discuss greater productivity, increased efficiencies, improved quality of work life, and improved quality of services, Joint Communication/Consultation Committees may be established at the universities by mutual agreement of the Union, and the university. The Committee on each campus may take under discussion such topics as the members mutually agree may improve the quality of work life and services, and/or lead to greater efficiencies and productivity, such as workload prioritization issues.

**Section 2.** The committees shall be on a meet-and-confer basis and shall not be

construed as having the authority or entitlement to negotiate. The committees shall have no power to contravene any provision of the Collective Bargaining Agreement or to enter into any agreements binding on the parties to the Agreement or resolve issues or disputes surrounding the implementation of the Agreement. No discussion or review of any matter by the committees 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.

**Section 3.** The committee shall be composed of three (3) employee members appointed by the Union and three (3) members of management unless mutually agreed otherwise.

**Section 4.** A jointly prepared written agenda will be developed in advance of any meetings, and meetings will be held during normal business hours.

**Section 5.** Bargaining unit employees appointed to the committees shall be in pay status during time spent in the committee meetings. Approved time spent in meetings by bargaining unit employees shall neither be charged to leave credit nor considered as overtime worked.

## **ARTICLE 58: 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, worksite modification programs and expanded return-to-work opportunities.

Each university agrees to meet annually with select representatives from the Union on paid time to review the frequency and type of on-the-job injuries sustained in the university, status of worksite modification requests and to mutually develop training programs to reduce the incidence of work-related injuries. Ultimate decisions on training programs and costs are the prerogative of management. However, the Employer commits to provide existing resources to develop and staff such programs.

**Section 2.** An employee who has sustained a compensable injury or illness shall be reinstated to his/her former employment or employment of the employee's choice within the university, which the university has determined is available and suitable upon demand for such reinstatement, provided that the employee is not disabled from performing the duties of such employment. If a position is not available and suitable within the university, the employee will be provided employment in another university, provided a vacant position exists where the returning worker meets the minimum qualifications and special requirements and the position is intended to be filled.

Any worker, whether covered by this Agreement at the time of injury or not, will be eligible for placement into universities after all filling of vacancies provisions of this Agreement have been completed. Temporary reassignments across bargaining unit lines will not impact representation status.



**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 university, 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, or the university's chief human resource officer or designee 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 work day 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 are eligible for modified work consistent with the physician's certification of the worker's capabilities, the university's ability to construct duties and availability of work. 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 OUS 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, for example, filling usable vacancies prior to altering the duties of incumbents. This is a temporary, modified return-to-work plan, to be reviewed every thirty (30) days and may be terminated when warranted by physicians' statements or light duty is no longer required or can no longer be made available. The return of injured workers shall be exempt from Article 32 - Filling of Vacancies. Concerning the injured worker, light duty assignments can be made without regard to the requirements of Articles 20 -Differential Pay, 52- Change in Classification Specifications, 53 - Reclassification Upward -Reclassification Downward, 54- - Position Descriptions and Performance Evaluations and 55 - Work Schedules, except where specific work assignments have been designated for return of injured workers.

Although duties of non-injured staff may be temporarily (not to exceed six (6) months) changed, such change may not give rise to a claim under the Articles listed above. However, days off and shifts of regular 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) work 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. Unless otherwise agreed to by the employee and Union, no reassignments under this Article will require such employee to travel more than thirty-five (35) miles or the distance of his/her regular commute, whichever is greater.

## **ARTICLE 59: COMPUTER WORKSTATIONS**

**Section 1.** The university will make a good-faith effort to create and maintain safe computer workstations.

**Section 2.** The university will inform employees if it is using computer monitoring. Notice will include what is being monitored and its intended use.

**Section 3.** The university will not use subliminal software.

**Section 4.** The Employer and the Union agree that employees who are assigned full time to continuously work at a computer performing such duties as data-entry or similar tasks may 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 continuously at a computer.

**Section 5.** Upon request, employees who operate a computer shall be provided available wrist rests for trial usage. If the wrist rest is determined to be beneficial a permanent wrist rest will be assigned to the station.

## **ARTICLE 60: SPECIAL PROVISIONS SAILING COMPLEMENT (OSU)**

**Section 1.** Oregon State University will request funds from the appropriate Agency in advance of cruises planned for five (5) months or longer duration and will schedule transportation of each crew member for at least one (1) round trip to and from the ship's home port during each such planned five (5) month or longer cruise. Newport, Oregon is designated Home port. The University will request funds from the appropriate funding Agency in advance of cruises planned for ten (10) months or longer duration and will schedule transportation of each crew member for at least two (2) round trips to and from the ship's home port during each such planned ten (10) month or longer cruise. Additionally, round trip transportation to and from the ship's home port shall be provided to any crew member whose presence is required because of

death, serious illness or injury in the employee's family (spouse, parent, child or other member of the employee's immediate household). The University may require a physician's verification of the necessity for the employee's presence.

**Section 2.** If funds are provided pursuant to a request made under Section 1 of this Article, the University will schedule said transportation at the University's expense, provided:

(A) The crew member returns to the ship after completion of the home port visit, unless he/she has given at least fifteen (15) days' notice of voluntary resignation in advance of his/her arrival at the ship's home port. If the fifteen (15) day notice requirement is not met, and the employee voluntarily resigns and does not return to the ship, the cost of transportation from the ship to the ship's home port will be deducted from the employee's pay.

(B) The crew member completes at least three (3) months duty on the cruise.

(C) The crew member accepts the scheduled transportation.

**Section 3.** Regardless of location, on a cruise of sixty (60) days or longer, an average of seventy-two (72) hours in port for every thirty (30) days at sea will be scheduled. If the ship stays at sea for a period of twenty five (25) days or longer, upon its return to port at least seventy-two (72) consecutive hours in port will be scheduled. If operating conditions prevent compliance to the schedule conditions as described in this Section, crew members will be compensated one (1) additional hour of pay for every three (3) hours of that portion of the seventy-two (72) hours that the ship was not in port. This provision applies only to the R.V. Oceanus.

**Section 4.** The work schedule of crew members in ports other than home port shall be adjusted by the University insofar as is possible to provide maximum time for use of accrued leave. In no case will an employee be required to use accrued shore leave or vacation, unless such time off has been mutually agreed to by the University and the employee.

**Section 5.** In home port, a sailing complement employee who is scheduled for work and reports to work will be paid for a minimum of four (4) hours or his/her scheduled shift, whichever is lesser. However, unless a sailing complement employee is notified during the first two (2) hours of his/her work period that his/her shift is being curtailed he/she will be paid for the remainder of his/her scheduled shift. In home port, a sailing complement employee required to be present for sailing (but not scheduled to work) and reports as required, will be guaranteed a minimum of two (2) hours pay. Nothing herein contained is intended to deny the University the right to require the employee to work during the period for which he/she is being paid. The University agrees to carefully consider all factors involved in determining sailing times from home port and, whenever possible, to set those times between 0600 and 1630.

**Section 6.** Changes in the established days of work while in home port will not be effected without one (1) day advance notice to the employee. The University will not require an employee to take off from his/her established days of work in home port in order to avoid payment of overtime during an arrival or departure week.

**Section 7.** Crew members shall accrue paid shore leave of one and a three-quarter (1.75) hours for each day served aboard the ship at sea during cruises when the ship is out of home port for one (1) day or more. When the ship is docked or anchored in a port other than its home port, shore leave will be earned by crew members who are on duty, but will not be earned by crew members who are taking vacation leave, compensatory time, shore leave or leave without pay. Crew members may utilize accrued shore leave under the same conditions as they utilize vacation leave or compensatory time. Up to one-half (1/2) of the shore leave earned during a calendar year may be paid in a lump sum at the employee's current pay rate, upon the employee's request, once during that calendar year. Shore leave balances in excess of 300 hours will be paid in cash at the employee's current pay rate at the end of each calendar year. When an employee terminates, unused shore leave will be paid in a lump sum at the employee's current pay rate.

**Section 8.** The University agrees to reimburse employees for the cost of passports and visas for any cruise to a foreign port.

**Section 9.** Those employees who are required to remain with the ship while in dry dock other than at home port, will be provided lodging and/or meals ashore, or reimbursed at the maximum rates at the option of the University, on those days or at those times when the ship's hull is being sandblasted or when other work is being performed on the vessel which makes the vessel uninhabitable. Employees who are not required to remain with the ship while in dry dock shall be required to use accrued leave, other than sick leave, or if no accrued leave is available, leave without pay. This requirement may be invoked by the Employer without regard to the limitation of fifteen (15) days under Article 51 - Temporary Interruption of Work - Lack of Work and shall not be considered a layoff.

**Section 10.** The University will provide transportation to the ship's home port for employees who voluntarily resign when the ship is away from its home port, provided the employee provides advance written notice of resignation at least fourteen (14) days before the ship arrives at the port of call where he/she intends to leave the ship. When an employee voluntarily resigns without such advance notice, the university will not provide transportation to the ship's home port.

**Section 11.** Crew members will not receive split shift premium (overtime), call back compensation, shift change pay (reporting compensation) or show-up compensation while at sea. Additionally, crew members will not receive on-call duty pay while at sea, except when assigned on-call duty while at a non-home port. Nevertheless, crew members will be paid at the prescribed overtime rate for time worked in excess of eight (8) hours in any work day or forty (40) hours in any work week and for shift differential as provided elsewhere in this Agreement.

**Section 12.** Provisions of Article 20 - Differential Pay, Section 6 do not apply to members of the sailing complement when the ship is at sea. When a crew member is qualified to perform the duties of a position in a higher classification, and is temporarily assigned to perform the duties of such a position at sea, the crew member shall be paid a differential for the period of temporary assignment which is equal to the difference between his/her regular salary rate and the

first step of the pay range of the classification to which he/she is temporarily assigned, or a five percent (5%) differential, whichever is greater.

**Section 13. Sea Pay.** Crew members shall be paid a differential of ten percent (10%) for each day served aboard the ship at sea when the ship is out of home port on a cruise of one (1) day or more. Employees shall not be eligible for shift differential under Article 20 - Differential Pay while earning sea pay under this Article. Crew members shall also be eligible for this differential when the ship is docked at a port, other than home port and the employee is on duty.

## **ARTICLE 61: EDUCATION, TRAINING AND DEVELOPMENT**

**Section 1.** Each university shall make available educational and developmental opportunities to support the training and professional development for all employees at least once per year. Such opportunities may include but not be limited to: on-the-job training, developmental work assignments, participation in mentoring programs, appointment to committees, cross-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. A denial of an employee's written request to access these opportunities shall be in writing, listing the reasons for denial.

**Section 2.** The Employer will provide normal promotional path and career development counseling for bargaining unit employees. Counseling will include review of the minimum qualifications necessary for potential classifications. Bargaining unit employees are encouraged to contact their appropriate university's Human Resources Office to secure promotional path counseling within their university. The Union will notify bargaining unit employees of the career counseling services.

**Section 3.** At each university, two (2) university employee Union representatives and two (2) Employer representatives will meet, if requested by either party, to discuss application of this Article.

**Section 4.** Each university shall encourage its employees to avail themselves of educational opportunities presented by the institution for which they work. Subject to the operating requirements of the university, each university shall make reasonable efforts to provide release time so as to allow employees to attend classes of their choice. Such release time shall be charged against the employee's accrued and unused vacation leave, compensatory time off or leave without pay at the employee's option; provided, that the Employer may, in its discretion, grant such time off with pay without any charges to vacation or compensatory time accounts. When an employee has been granted release time to attend a course(s) which management determines is directly related to the employee's ability to perform duties of his/her current position, the university shall grant such time without charges against accrued leave.

**Section 5.** 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 and for tuition and material costs. Nothing

in this Article will in any manner, reduce current practices of a university regarding payment of costs associated with job-related licensure or certification.

**Section 6.** An employee with five (5) years of service with the university may request upon ninety (90) days advance notice and, subject to the operating needs of the university, shall be granted an educational or career development leave without pay not to exceed six (6) months. The university shall respond to the employee's request within thirty (30) days of its receipt. This leave may be extended for six (6) additional months subject to operating requirements of the university. 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 44, Leaves of Absence without Pay. The sole purpose of educational leave is to permit full time enrollment in an accredited education institution.

**Section 7.** Each January, the OUS will provide notification to employees of their obligations under the Oregon mandatory child abuse reporting statute (ORS 419.005 *et al.*) and make available training materials relating to those obligations. Employees will be allowed a reasonable amount of time during work hours to review these materials, each year.

## **ARTICLE 62: 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 items shall be furnished or paid for by the university unless normally provided by employees according to industrial or professional practices.

**Section 2.** The university will continue to furnish all tools currently provided. Where the work is of such a nature that the tools of a trade are provided by the employee according to established industrial, trade or professional practices, the university shall reimburse employees for the cost of replacing employee-owned normal tools of the trade when such tools are broken or worn out through ordinary usage in university-related work, provided applicable manufacturers' warranties will not cover replacement costs. The university also agrees to replace such tools stolen from the workplace, provided employees demonstrate they have taken reasonable precautions to safeguard tools against theft. Specialty tools and equipment which fall outside the normal tools of the trade shall be provided by the university.

**Section 3.** Upon request, the university shall provide on a check-out basis, boots or overshoes to employees for use while stripping and waxing floors or working with asphalt. Coveralls will likewise be provided for use in cleaning boilers.

**Section 4.** The university shall provide on a check-out basis, rain gear (hats, coats, pants, boots or overshoes) for all employees who as a regular and substantial part of their job work outside in inclement weather. This includes but is not limited to campus and grounds, labor crew, Security Department and mail delivery employees.

**Section 5.** University-furnished uniforms, protective clothing, tools and equipment will be maintained or replaced by the university when damaged by ordinary wear and tear. Such

university-furnished material remains the property of the university and the employee is liable for loss (not theft or burglary) or negligent damage to the full replacement or repair cost of the material.

**Section 6.** When a key deposit in excess of five dollars (\$5.00) per key is required, or the use of multiple keys is an integral part of a job, an employee may elect to sign an agreement in lieu of a deposit promising to return the key(s) upon demand or authorizing a deduction from his/her pay of an amount equal to the required deposit if the key(s) is not returned.

## **ARTICLE 63: INCLEMENT WEATHER**

**Section 1.** When in the judgment of the university's designated official, inclement weather or hazardous conditions require closure of or curtailment of work in offices and universities 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 university's designated official 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 university's designated official will use announcements on the University website, and on a recorded message line, at minimum, as well as using any other information systems it chooses, such as local radio or television stations, individual telephone calls, or other locally appropriate methods to make reasonable efforts to notify employees of the closure or work curtailment by no later than 6:30 a.m. The university's designated official shall notify employees by October 1 of each year of the methods to be used in making such announcements. It will be the responsibility of the employee to monitor the methods used to ensure he/she does not report to work in a situation where there has been a closure of facilities, or report late during a curtailment of work, due to inclement weather or hazardous conditions. If the Employer provided the proper notice specified in this Section, an employee who reports to work when there has been a closure of facilities due to inclement weather or hazardous conditions will not be paid show-up compensation for reporting to work under Article 30-Penalty Pay.

**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, personal leave, or to take leave without pay, to cover work time missed due to closure or work curtailment. Employees required to work during periods of closure or curtailment described in Section 2 shall be paid at the rate of time-and-one half for all hours worked during such periods. There shall be no pyramiding of overtime for work performed under this Article and Article 25 - Overtime.

**Section 4.** When inclement conditions exist and no closure or curtailment occurs, employees who 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 provided such make-up work is available and such time can be scheduled so as not to encumber overtime under FLSA. Make-up provisions will not be subject to Article 25 - Overtime. Any

make-up time must be performed within sixty (60) calendar days of the missed time and at rates of pay that would have prevailed except for the inclement weather.

## **ARTICLE 64: 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) OUS and/or the university agrees to give the Union sufficient advance notice 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, OUS and/or the university shall inform the Union 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.

(B) An ad hoc Union/Management Technological Change Committee, composed of three (3) persons from the Union and three (3) persons from management, shall be established for the purposes of reviewing the technological change and its impact on the working conditions of bargaining unit members.

(C) OUS and/or the university 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 university shall offer sub (1) or (2) under the following conditions:

(1) Subject to funding, university needs, employee interests and ability and scheduling, the university will provide retraining.

(2) Should a regular status employee become displaced as a result of technological change, the university shall make a reasonable effort to place the affected employee into another position in the university or other universities within OUS.



## ARTICLE 65: PROFESSIONAL RECOGNITION

At the request of an employee who was the primary author of a manual, manuscript or other similar major publication for which he/she would like to receive recognition, the university agrees to provide appropriate individual recognition on the manual, manuscript or other similar major publication.

## ARTICLE 66: INFORMATION TECHNOLOGY COMPENSATION PLAN

The pay system for the Information Technology Operations Specialist, Equipment Systems Specialist, Information Technology Consultant, Operating Systems/Network Analyst and Analyst Programmer classifications will be based on the following Compensation plan.

**Section 1. Merit Pay Program.** Base pay increases (BPI) will be based on performance and shall be given no less frequently than annually. Effective dates for the base pay increases under this Article will be implemented in the same manner as the step increases under the Letter of Agreement on Article 22 and 66.

Performance Rating	At or Below Control Point*	Above Control Point
Consistently Exceeds Standards	BPI 6.00-7.25%	BPI 3-4%
Meets Standards	BPI 4.75%	BPI 2%
Deficient	BPI 0%	

\*Control Point is set at 52% above the low rate of the competency zone.  
See Appendix H for compensation schedules for Information Technology classifications.

**Section 2. Cash Award Program.** Supervisors may provide cash awards up to 7.25%, at their discretion at any time(s) during the performance cycle, to recognize completion of projects, achievements of higher competency levels, or other significant events worthy of monetary recognition.

**Section 3. Performance Evaluations.** An Information Technology employee who receives a performance rating of “Does Not Meet Standards (Deficient)” may file a grievance under Article 54 – Position Descriptions and Performance Evaluations, Section 4. If an IT employee’s supervisor has not completed the employee’s performance evaluation by thirty (30) calendar days after the employee’s salary eligibility date, upon request by the employee, the University Human Resources office will notify the supervisor in writing that the performance evaluation is overdue, with a copy of the notification to the affected employee. If the supervisor has not completed the performance evaluation by ninety (90) calendar days after the employee’s eligibility date, the employee will be given a base pay increase based on a “Meets Standards” rating under Section 1 of this Article, retroactive to the employee’s salary eligibility date.

**Section 4(A). Appeal Process.** Reclassification requests are subject to the procedures outlined in Article 53- Reclassification Upward-Reclassification Downward.

(B) Movement to a lower competency level for reasons related to poor performance shall be subject to provisions in Article 17 - Discipline and Discharge.

(C) Movement to a lower competency level for reasons unrelated to poor performance shall be subject to provisions in Article 18 - Grievance and Arbitration Procedure.

(D) **Competency Level Review.** If an employee who is above the control point for their classification and competency level requests to be moved to a higher competency level and such request is denied, the issue of the employee's competency level shall be subject to the provisions in Article 18 Grievance and Arbitration Procedure. However, if such a grievance is appealed through arbitration the employee may not grieve their competency level again until two (2) years after the date the first grievance was filed, unless the employee changes classifications.

**Section 5(A). Placement upon Reclassification, Promotion or Demotion.** IT employees receiving promotion/reclassification upward shall be placed at the starting pay rate of the appropriate competency level for the new classification or shall receive a five percent (5%) increase above their prior base pay rate, whichever is greater.

(B) An IT employee receiving a promotion to a higher classification shall receive a base pay increase of five percent (5%) effective six months following said promotion.

(C) If an IT employee demotes to a classification in a lower salary range that contains the rate of the previous salary, then the employee's salary shall remain the same and if eligible he/she shall continue to receive base pay increases (BPI).

(D) If an IT employee demotes to a classification in a lower range, but their previous salary is above the highest rate in the new range, then the employee's new salary shall be the highest allowed in the new range.

(E) When an IT employee is appointed from a layoff list to a position in the same classification from which the person was previously employed, the person shall be paid at the same salary rate plus any applicable general salary increases from what the employee was being paid at the time of the layoff. The new salary eligibility date shall be determined in accordance with Section 8 of Article 22 - Salary Administration.

(F) The salary eligibility date of a former employee who is appointed from reemployment shall be determined in accordance with Section 8 of Article 22 - Salary Administration.

**Section 6. On Call Duty for FLSA-exempt Employees.** Compensation for on-call duty under Article 26, Section 2 for FLSA-exempt Information Technology employees shall be the Employer's choice of either exchange time off administered subject to the provision of Article

25, Section 4(B) or payment in cash.

## **Article 67: COMMERCIAL DRIVERS LICENSES (CDL)**

**Section 1. Application.** This Article covers all bargaining unit employees who are required to possess a Commercial Driver's License (CDL) and perform safety-sensitive functions. This Agreement is specifically limited to meeting the alcohol and drug testing requirements pursuant to Federal Department of Transportation regulations for CDLs and applicable law.

**Section 2. Payment for Testing.** The Employer will pay for random, reasonable suspicion, post-accident, and return-to-duty testing. If an employee wants additional tests conducted, the employee pays for the test. As used herein, a drug test may include both the initial and confirmation of a single specimen.

Where an employee with a positive alcohol/drug test result is offered a last chance agreement by the university, which the employee signs, the university will pay for the first six follow-up tests required by the certified substance abuse professional.

**Section 3. Pre-employment Testing.** Pre-employment drug test will be conducted under the following conditions, except where conditions listed in CFR Part 382.301 (b) (c) are met:

- (A) New hire with the Employer, unless the employee meets the requirements outlined in the regulations.
- (B) Return from layoff.
- (C) Re-employed as a seasonal employee.
- (D) Promotions, demotions, and transfers where the employee moves into a position that requires a commercial driver's license.
- (E) Where an employee possesses a commercial driver's license and receives a new assignment requiring the possession of a CDL yet does not change positions.

**Section 4. Consequences of Positive Tests.** When a university receives notice of an employee's positive test, the university will take one or more of the following actions in addition to removing the employee from safety-sensitive functions:

- (A) **If the test is a Random, Reasonable Suspicion, and/or a Pre-employment Test**
  - (1) Temporarily assign the employee to non-safety-sensitive functions;
  - (2) Allow an employee to take accrued leave, or leave without pay, pursuant to the

requirements of the Agreement if the university does not assign non-safety-sensitive functions;

- (3) Refer the employee to rehabilitation and last chance agreement;
- (4) Take disciplinary action pursuant to the requirements of the Agreement.

In the case of pre-employment testing for promotions, demotions, or transfers where the employee is moving from a position that does not require a CDL to a position that requires a CDL, an additional option is to rescind the appointment.

**(B) If the test is a Post-Accident, Follow-up, and/or Return-to-Duty Test**

- (1) Refer employee to rehabilitation and last chance agreement; and/or
- (2) Take disciplinary action pursuant to the requirement of the Agreement.

This Agreement does not waive employee rights under CFR Part 382.505 as it applies to alcohol test results of 0.02 to 0.039.

The parties acknowledge that the university, at its own discretion, may decide to offer a last chance agreement to an employee as an alternative to termination. However, nothing in this Article shall preclude the university from issuing a lesser form of discipline in conjunction with offering a last chance agreement. Last chance agreements will not include blood testing or additional follow-up testing not required by the certified substance abuse professional. The duration of a last chance agreement shall be for a period of five (5) years starting from the effective date of the last chance agreement. After the five-year period, the last chance agreement will be removed from an employee's personnel file.

**Section 5(A). Use of Leaves.** An employee will be granted university time for actual testing, traveling to and from the test site if such travel is required, and for meeting with the medical review officer if such meeting is necessary.

**(B)** An employee who tests positive in a random, reasonable suspicion, or post-accident test can use any accrued leave or leave without pay pursuant to the terms of the Agreement when removed from his/her position when the university does not assign the employee non-safety-sensitive functions to perform.

**(C)** An employee can use accrued leave or leave without pay pursuant to the terms of the Agreement to enroll in and participate in a rehabilitation program and for meeting with the certified substance abuse professional, if such meeting is required.

**(D)** If test results are later found to be negative, and the employee used accrued leave when removed from a safety-sensitive function, the employee's leave accrual balance will be restored.

**Section 6. Refusal to Test.** Refusal to test will constitute just cause for discharge.

**Section 7. Definition of “Accident” for Purposes of Post-Accident Testing.** The definition of “accident” shall be the same as the definition contained in Part 390.5 of the Federal regulations. Post-accident testing shall be limited to the driver of the commercial motor vehicle pursuant to Part 382.303(a) of the Federal Regulations.

**Section 8. Status of Person on Return from Layoff and Seasonal Rehire.** The consequences of a person on a return from layoff list or seasonal rehire list, as a result of a positive test, will be the following:

**(A) Return from Layoff:**

**(1) Alcohol test results of 0.04 or greater or a positive drug test.** Upon notice from the employee, the University will consider that he/she exercises his/her one right of refusal under the Agreement and continues on the list pursuant to the terms of the Agreement.

**(2) Alcohol test results of less than 0.04.** The University will require that the employee take a return-to-duty test. If the test is negative, the person will be recalled. If the alcohol test is positive, the employee will notify the university that he/she is exercising his/her one right of refusal under the Agreement and will continue on the layoff recall list pursuant to the terms of the Agreement.

**(B) Seasonal Rehire:**

**(1) Alcohol test result of 0.04 or greater or positive drug test.** The person will not be rehired, but can apply under reemployment conditions.

**(2) Alcohol test results of less than 0.04.** The university will require that the person take a return-to-duty test. If the test is negative, the person will be rehired. If the test is positive, the person will be denied the position and can reapply under reemployment conditions.

**Section 9. Employees Authorized to Require Reasonable Suspicion Testing.** In addition to supervisors, a bargaining unit employee may be assigned to require reasonable suspicion testing of an employee only when:

**(A)** The employee has been formally assigned in writing to perform the responsibilities of a supervisory position, and,

**(B)** The employee has been trained to determine “reasonable suspicion” in accordance with the Federal regulations covering alcohol and drug testing for commercial drivers.

**Section 10(A). Requested Written Information.** Upon request of the affected employee or Union representative, the university will provide to the affected employee or Union

representative written verification of a positive drug test after the university receives such written verification of a positive drug test. Written verification of a positive drug test will be sent to the Union representative only after the University receives a written release from the employee authorizing the University to send the Union representative written verification of the positive drug results.

**(B)** The number of random drug tests conducted and the number of positive drug tests will be sent to the Union on a quarterly basis.

**(C)** Upon the Union's written request, the university will obtain from the third party performing the testing, the location of prior random drug testing for the previous calendar quarter for the university for which the Union seeks such information. The Union shall pay any costs associated with obtaining the information requested by the Union.

## **ARTICLE 68: REPRESENTED TEMPORARY EMPLOYEES**

**Section 1.** A person who is appointed to a temporary position may be scheduled to work at the discretion of the supervisor when the workload for the position so justifies without penalty pay under Article 30.

**Section 2.** Management retains the sole and exclusive right to end the appointment.

**Section 3.** Employment status conveyed to outside interests (such as lending institutions) by the University will reflect duration of employment rather than status of employment.

**Section 4.** Represented temporary employees will have the same rights as other bargaining unit employees as enumerated below:

Same base rate of pay for the appropriate classification for regular status employees. Effective upon signing of this agreement, rates or pay will be within the ranges, minimum and maximum, according to the salary appendices in this Agreement.

**Section 5.** Represented temporary employees will be paid on an hourly basis. The Employer shall have the sole and exclusive right to schedule temporary employees.

**Section 6.** It is understood that represented temporary employees are not eligible to accrue vacation, sick leave or personal leave.

**Section 7.** Non-exempt represented temporary employees will receive time-and-one-half for actual hours worked over forty (40) hours in a work week.

**Section 8.** Represented temporary employees will be eligible for time-and-a-half for work on a recognized holiday.

**Section 9.** The University will provide represented temporary employees with a written

list of duties consistent with their job classification.

**Section 10.** Except for employees working four (4) 10 hour (4/10) work day schedules, 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 4/10 hour work day schedules shall receive a rest period of twenty (20) minutes in every five (5) hours working time to be taken insofar as practicable in the middle of such working period.

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.

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 work day to clean themselves. Time for cleaning equipment shall be considered a part of the employee's work day.

**Section 11.** Payment of shift differential under Article 20, Section 4 will continue for represented temporary employees where the current practice is to apply this Section to temporary employees.

**Section 12.** Only the following Articles or Sections within Articles of this Agreement apply to represented temporary employees:

Article 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 14, 15, 16, 18, 19, 20 (only Sections 2(A) and 3(A)), 21, 22 (only Sections 1 and 11), 23, 27, 28, 31, 33, 56, 62, 63 (only Sections 1 and 2), 65, 67, and 68.

Articles that are not mentioned above do not apply to represented temporary employees.

Only the following Letters of Agreement apply to represented temporary employees:

Article 21—Salary, (PSU Trades); Drug and Alcohol Testing Policy for OSU Ship Operations Personnel; Criminal Background Checks Policy Implementation; and Reduced Meal Cost of Food Service Employees—Oregon State University.

Letters of Agreement that are not mentioned above do not apply to represented temporary employees.

## **LETTERS OF AGREEMENT**

### **LETTER OF AGREEMENT**

#### **Article 13: CONTRACTING OUT**

(1) For the purposes of Article 13, Contracting Out, Section 2, savings attributable to reduced staffing will not be counted as savings attributable to lower wage and benefit costs. “Reduced staffing” means reduced FTE, whether by reducing employees’ hours or the number of workers

(2) For the purposes of calculating “lower employee wage and benefit costs,” “benefits” include health, dental, and life insurance contributions, retirement contributions, mandatory employer payroll taxes, and paid leave. Paid leave includes vacation and holidays; sick leave and personal leave will not be counted for the purposes of calculating lower employee wages and benefits, nor will they be counted for overall cost comparison of in-house costs versus contractor costs. In-house vacation costs will be calculated based on the accrual of the incumbent employees.

(3) When providing “notice to the Union” of an RFP, the Employer shall send the notice to the Research Director of SEIU Local 503, OPEU.

### **LETTER OF AGREEMENT**

#### **Article 15: PARKING**

(A) Within ninety (90) calendar days of ratification of this Agreement, either each University’s Labor-Management Committee, or a bargaining team member or designee from the Union and from the Employer at each University, will meet with the appropriate University parking authority to discuss reduced parking fees for certain classified employees. Any agreement reached by a University parking authority will not be binding on any other University authority within the OUS.

(B) The University of Oregon shall continue the current practices regarding parking for swing shift employees.

(C) This Letter of Agreement shall sunset on June 30, 2015.

### **LETTER OF AGREEMENT**

#### **ARTICLE 18: GRIEVANCE AND ARBITRATION PROCEDURE**

##### **PANEL OF ARBITRATORS FOR EXPEDITED ARBITRATIONS**

The parties will attempt to reach agreement on a panel of arbitrators for expedited arbitrations during the 2013-15 Collective Bargaining Agreement. In the absence of agreement on such a panel, the expedited arbitration process in Article 18 will be suspended for the duration of the 2013-15 Agreement



**LETTER OF AGREEMENT**

**ARTICLE 21: SALARY**

The Oregon University System (OUS) and the SEIU Local 503, OPEU (SEIU) enter into the following Letter of Agreement.

The Parties agree that this Letter of Agreement will continue from June 30, 2013 until June 30, 2015.

Employees of Portland State University in the classifications listed below will receive a monthly recruitment and retention bonus equal to ten percent (10%) of salary. The bonus payments will be added to employees' base rate for the purposes of calculating overtime and will be included in employees monthly paychecks, listed as a separate line item. Tax withholding from bonus payments will be calculated in the same manner as withholding for salary. The covered classifications are as follows:

<u>CLASS CODE</u>	<u>CLASS DESCRIPTION</u>
C4207	Carpenter
C4248	Electrical & Controls System Tech
C4213	Electrician
C4475	Elevator Mechanic
C4409	General Maintenance Mechanic
C4112	HVAC Control Technician
C4227	Locksmith
C4215	Machinist
C4204	Maintenance Electrician
C4118	Maintenance/Labor Coordinator
C4209	Painter
C4245	Pipe and Steam Fitter
C4221	Plasterer
C4211	Plumber
C4470	Refrigeration Mechanic
C4225	Sheet Metal Worker
C4123	Trades Maintenance Coordinator
C4120	Trades Maintenance Worker 1
C4121	Trades Maintenance Worker 2
C4223	Welder

The parties agree that neither party will cite this LOA as a precedent at the bargaining table or in any other form.

**LETTER OF AGREEMENT**

**ARTICLE 22: SALARY ADMINISTRATION AND ARTICLE 66—INFORMATION TECHNOLOGY COMPENSATION PLAN**

**SALARY ELIGIBILITY DATE-PERFORMANCE/STEP ADVANCEMENT**

Section 1. This Agreement supersedes all provisions in the collective bargaining agreement pertaining to step advancement upon the affected employees' salary eligibility dates (SED).

Section 2. Employees who advanced on the pay scale within their classification's salary range on or after July 1, 2013, but before November 1, 2013, will be restored to their former salary rate in effect on June 30, 2013 (no repayment required). Subsequent step increases for these employees shall be delayed by the same number of months that the July through November 2013 increases were in effect so as to be equitable to other employees. Employees with a salary eligibility date of November 1 or later will move to the next step on the salary table on July 1, 2014.

Section 3. Employees will receive a full step increase effective July 1, 2014 and July 1, 2015. These dates will be accelerated to the employees' salary eligibility date in accordance with the language in Section 4 of this Letter of Agreement.

Section 4. If the Oregon Legislature, during its February 2014 session, approves an incremental appropriation of approximately \$1.15M in State General Fund monies to the Oregon University System for the express purpose of providing additional compensation for all classified employees at the technical and regional universities within the system, all member universities will accelerate the full step increase in both years of the contract to the salary eligibility date. In case of partial funding, the adjustment of the effective date of the step increases will be prorated.

Section 5. This Letter of Agreement will sunset on June 30, 2015.

**LETTER OF AGREEMENT**

**ARTICLE 24: INSURANCE**

**PART-TIME EMPLOYEE HEALTH INSURANCE SUBSIDY**

This Agreement is between the Oregon University System (Employer) and SEIU Local 503, OPEU (Union).

The parties agree to the following:

For less than full-time employees who have at least eight (80) paid regular hours in the month, the parties agree the state's contribution for medical, dental, vision and basic life insurance through the Public Employees Benefit Board is as follows:

- 1) Part-time, Seasonal and Intermittent Employees Electing Part-time Insurance.

The Employer will pay 95% of a monthly benefit insurance premium amount of the plan selected by the employee calculated per Article 24, Section 2 (B) as follows:

PT premium rate x .95 the ratio of paid regular hours to full-time hours to the nearest full percent = Employer contribution

In addition, for Plan Year 2014 there shall be subsidy based on the employee's enrollment tier, consisting of one of the following monthly amounts:

Employee Only:	\$346.25
Employee and Spouse/Domestic Partner:	\$452.34
Employee and Child(ren):	\$395.94
Employee and Family:	\$460.52

If an employee changes from one tier to another or changes plans pursuant to PEBB rules, his/her out-of-pocket premium costs will be adjusted to reflect the appropriate plan year's out-of-pocket premium costs for his/her new tier.

For Plan Year 2015, the OUS agrees to pay the published PEBB part-time subsidy amounts

2) Part-time, Seasonal and Intermittent Employee Electing Full-time Insurance.

The Employer will pay 95% of the monthly benefit premium amount of the plan selected by the employee calculated per Article 24, Section 2 (A) as follows:

Full-time premium rates x .95 x the ratio of paid regular hours to full-time hours to the nearest full percent = Employer contribution

From September 1, 2013 through June 30, 2015, the Employer will pay an additional \$40 monthly subsidy for employee's monthly premium rate for employees with salary rates less than or equal to \$2816 a month. This subsidy will cease on June 30, 2015 or when an employee moves to a salary rate above \$2816 per month as a result of a salary increase other than the cost-of-living increases under Article 21—Salary.

**LETTER OF AGREEMENT  
ARTICLE 25: OVERTIME**

**PROCEDURE FOR NOTIFICATION OF OVERTIME ELIGIBILITY STATUS**

This Letter of Agreement (LOA) between the Oregon University System (OUS) and the Service Employees International Union Local 503, OPEU outlines the procedure for notification of changes in overtime eligibility status of represented employees' positions.

1. OUS or the university shall provide the Union with written notice of its intent to exempt from overtime compensation a filled bargaining unit position by May 1<sup>st</sup> of each year. Such notice shall include the basis for the exemption, including the reason(s) supporting a change in the status and a copy of the current position description.

2. Should the Union decide to contest the proposed change in status, it shall serve OUS and the university with written notice of such intent by May 20<sup>th</sup> of each year. Should such notice be given, OUS and the university will forego implementing the change in designation for an additional forty (40) days beyond the initial twenty (20) day period. The purpose of this forty (40) day period is to allow time to investigate whether there are grounds to contest the proposed change in status. If the Union decides to pursue challenging the change, it must file with Department of Labor or the Bureau of Labor and Industries prior to the end of this forty (40) day period (by close of business on June 30<sup>th</sup>).
3. If timely notice indicating intent to contest the exemption during the initial twenty (20) day period is not received from the Union, or if the Union does not proceed forward during the subsequent forty (40) day period, the position's designation shall be changed, and the Union agrees not to contest the status of this position during the remainder of this contract term, unless the position's duties materially change such that the exemption is no longer warranted.
4. The Union shall provide OUS and the university with notice of intent to challenge a position's status as exempt from eligibility for overtime by May 1<sup>st</sup> of each year. If the Union decides to pursue challenging a position's status, it must file with Department of Labor by close of business on June 30<sup>th</sup>. Otherwise, the Union agrees not to contest the status of this position during the remainder of this contract term, unless the position's duties materially change such that the exemption is no longer warranted.
5. For purposes of this Agreement, written notice may occur by personal delivery, fax, e-mail, or U.S. Mail (postmark) within the time frames cited above.

## **LETTER OF AGREEMENT**

### **ARTICLE 50: ACADEMIC YEAR POSITIONS**

#### **ACADEMIC YEAR PAYCHECKS**

This Letter of Agreement (LOA) between the Oregon University System (OUS) and the Service Employees International Union Local 503, OPEU outlines the process whereby academic year employees may receive their pay over twelve (12) months.

The parties agree that represented classified employees working a 9-month academic year (September – June) schedule with an appointment of 1.0 FTE will be able to elect a pay deferral program that provides income during the summer vacation period. Pay deferrals will be made in the months of full pay (October-May) and payouts of the deferred balance will be made in July and August.

The pay deferral plan will not be an IRS-qualified plan. This means taxes and other associated withholdings will be withheld from the gross pay prior to deferring a portion. The fact that this is not an IRS-qualified plan offers the flexibility to opt out of the plan, and obtain a balance payoff in the event of a hardship.

Procedures:

1. Employees will have an annual enrollment period each fall to elect plan participation. Elections need to be made in accordance with payroll deadlines for October payrolls. (Specific dates vary by campus). Employees must complete a new enrollment form each year. Employees who enroll shall hold OUS and the University harmless for all claims, damages, suits or other forms of liability which may arise from their participation.
2. Employees will specify a dollar amount they wish to defer each month for the current academic year. This amount cannot be changed after it has been submitted during the annual enrollment process.
3. Taxes and employee withholdings will be deducted and paid during the months worked. Employer paid payroll expenses (unemployment, retirement contributions, Workers' Comp, etc.) will also be paid during the months worked.
4. Employee benefits will be "triple deducted" in May.
5. The amount deferred will be paid out in two equal payments in July and August.
6. Pay disbursed during the summer is not subject to tax withholding.
7. Employees may opt out of the program during the year. The accumulated deferral balance will be paid out to the employee either on the next regular payroll or by manual check according to the campuses usual processing schedule for manual checks and adjustments.
8. Employees opting out of the plan must wait until the fall enrollment period to rejoin the plan.
9. Additional earnings during the summer will not affect the pre-calculated summer disbursements, or the tax treatment.
10. This LOA shall expire on June 30, 2013, except that this LOA will continue to apply to employees who are enrolled in the academic year paychecks plan on or before October 15. Effective October 16, 2013, no additional employees are eligible to participate in the plan and those who enrolled and opt out of the plan will not be eligible for reentry into the plan.

**LETTER OF AGREEMENT**

**ARTICLE 52: CHANGE IN CLASSIFICATION SPECIFICATIONS**

OUS will continue to work with an advisory committee comprised of four (4) campus representatives from management and four (4) classified campus employee representatives selected by the Union. This advisory committee will work with a consultant where and when appropriate.

During the period of this review the parties agree to suspend the collection of biannual salary and total compensation market surveys under Article 21 – Salaries, Section 4 and 5.

The target date for implementation of a new classification system shall be on or about January of 2015.

Salaries and terms of implementation for any new or revised classifications or compensation systems and structures resulting from this study shall be negotiated during future successor contract negotiations.

This Letter of Agreement shall be effective April 19, 2013 and shall expire with the 2013-15 Collective Bargaining Agreement.

**LETTER OF AGREEMENT  
DRUG AND ALCOHOL TESTING POLICY FOR OSU SHIP OPERATIONS  
PERSONNEL**

This Letter of Agreement is entered into between the Service Employees International Union Local 503, OPEU and the OUS on behalf of Oregon State University. The parties hereby agree to the drug and alcohol testing policy, dated November 8, 1991, as applicable to represented marine employees of Oregon State University's College of Oceanography.

The parties acknowledge that the drug and alcohol testing requirements contained in this policy have been established as the result of federal mandates. If the federal regulation (46 CFR Parts 4, 5, and 16) or the Coast Guard regulations affecting this policy are changed, either party may initiate bargaining of the sections of the policy affected by the regulation changes.

This Letter of Agreement shall remain in effect until June 30, 2015.

**LETTER OF AGREEMENT  
REDUCED MEAL COST OF FOOD SERVICE EMPLOYEES - OREGON STATE  
UNIVERSITY**

This Letter of Agreement is entered into by and between the Oregon University System (OUS) on behalf of Oregon State University, hereinafter referred to as the "Employer", and the Service Employees International Union Local 503, OPEU, hereinafter referred to as the "Union".

The Employer and the Union agree that food service employees at Oregon State University shall pay the amount of one dollar (\$1.00) for one meal per 24-hour day provided by the Employer at their work site during the employee's regularly scheduled meal break. Packaged goods and bottled beverages are expressly excluded from the reduced meal costs implemented by this Agreement.

Food service at Oregon State University is provided by two discrete units: University

Housing and Dining and the Memorial Union. Each of these units may independently decide, at its discretion, to require payment for the reduced meal as a payroll deduction or at the point of service. Should an employee decline to authorize a payroll deduction, if required, for meals, that employee shall either provide his/her own meal or shall pay full retail price at the time of consumption. Reduced costs of meals are not transferable between University Housing and Dining and the Memorial Union. That is, food service employees may access the reduced meal costs only in the department for which they are employed.

This Agreement pertains to Oregon State University Food Service employees only. Entering into this Agreement shall not prejudice the positions of either party regarding similar issues in other universities or work units either now or in the future.

The Employer may continue payroll deductions for meals for food service employees upon implementation of this Agreement and the authorization of each food service employee. This Letter of Agreement terminates June 30, 2015 .

## **LETTER OF AGREEMENT PSU/DHS CHILD WELFARE PARTNERSHIP**

This Letter of Agreement is entered into by the SEIU Local 503, OPEU, and the Oregon University System (OUS) for the State Department of Human Services (DHS) and Portland State University (PSU).

Incumbents of the below listed DHS positions will be PSU employees and subject to the provisions of the Collective Bargaining Agreement between SEIU Local 503, OPEU and the Oregon University System. This Agreement will also cover additional training unit positions established by PSU and funded through contract with the DHS.

Given the history and nature of these positions, and the unique relationship between these employees and the State Department of Human Services, the following provisions will apply to these positions:

### **Article 22: Salary Administration**

With reference to Article 22, Section 1(C), DHS employees hired into PSU positions will start at the salary step within the classifications referenced in this Agreement which most closely matches the salary rate of their most recent DHS position except in the case of promotion or demotion. In the case of demotion or promotion, Article 22, Sections 5 and 6 shall apply to DHS employees who are hired into Child Welfare Partnership positions by PSU.

### **Article 25: Overtime**

Compensatory time earned by employees while at DHS is not transferable. It must be paid in cash upon termination of employment from DHS.

### **Article 32: Filling of Vacancies**

PSU will consider DHS employees when filling vacant positions in the Child Welfare

partnership program consistent with Article 32.

**Article 36: Limited Duration Appointment**

If any of these positions are designated as limited duration, Section 2(B) and Section 3(D) of this Article will be modified so that layoff rights revert to the prior classification or successor to such classification, if any, held in DHS rather than PSU.

**Article 38: Voluntary Demotion**

An incumbent in one of these positions who requests voluntary demotion will be considered for such demotion only within the pool of these positions or to DHS. Likewise, other PSU employees requesting voluntary demotion will not be considered for demotion into one of these positions.

**Article 40: Sick Leave**

Without regard to Section 5 of this Article, employees of DHS hired into Child Welfare Partnership positions will be permitted to transfer all accrued sick leave to PSU.

**Article 47: Vacation Leave**

Without regard to Section 11 of this Article, employees of DHS hired into Child Welfare partnership positions at PSU per Article 32 will be permitted to transfer up to the maximum accrual amount allowed by this Article to PSU from DHS and will retain the vacation accrual rate referenced in this Agreement which is most comparable to the rate of their immediately previous position in DHS.

**Article 48: Layoff**

Incumbents of these positions receiving notice of layoff will have displacement and layoff list rights only within the pool of these positions or to DHS. In cases where the classification listed below no longer exists in DHS, layoff rights in DHS will be within the appropriate successor classification. Likewise, other PSU employees receiving notice of layoff will not be eligible to displace, demote, or to be returned from the PSU layoff recall list into one of these positions.

These positions will be considered to be working in one office with a statewide geographic area. Any subsequent displacement will be in accordance with geographic areas as defined by DHS layoff provisions.

<b>Classification</b>	<b>Class #</b>	<b>SR</b>	<b>Eff Date</b>	<b>PT/FT</b>
Training Specialist	C1332	27	7/1/94	FT

**Duration**

This Letter of Agreement will continue to apply as long as the positions remain in the Child Welfare Partnership or until modified by the Parties.



## LETTER OF AGREEMENT HUMAN RESOURCES INFORMATION SYSTEM

The following Letter of Agreement consolidates the Letters of Agreement between the parties dated 5/13/98 and 6/25/98 regarding implementation of the HRIS system into a single Letter of Agreement and deletes obsolete language.

**Section 1. Benefit Pro-Ration for Part-Time Employees.** Benefits for part-time employees under the following contract provisions will be pro-rated based on a straight monthly pro-ration of time worked. "Time worked" includes actual time worked and any form of paid leave and/or compensatory time that the employee utilizes during the month.

Article 40, Sick Leave, Section 1(C)

Article 42, Holidays, Section 3

Article 47, Vacation, Sections 1 and 2

**Section 2. Changes of Reporting Period for Part-Time Employees.** All part-time employees working at universities that convert from a "1 through 31" time reporting period will be subject to the following provisions.

- a. The paycheck for the month during which the transition occurs (transition month) will be for the period of the 1<sup>st</sup> through the 15<sup>th</sup> of that month.
- b. Affected employees will receive at least one month's notice of the transition.
- c. Such general notice shall be jointly authorized and signed by the Union and OUS.
- d. Accompanying such notice will be an individualized notice from the university detailing specific dollar amounts applicable to the employee.
- e. Affected employee will be given the option of a draw. If they so elect, that amount will be equal to their regular month's pay, less the actual pay for the partial month reporting period, less 40% for mandated withholdings. In the event that the employee does not have a forecasted or regular month's pay, the basis for the advance will be the position's FTE multiplied by the monthly salary for the employee's classification pay range and step.
- f. If an employee elects to take the draw, the employee must choose one of the following payback options:
  - a. All repaid on the last day of the month following the transition month; or
  - b. Employee's choice of equal monthly payments for either 8, 12, or 24 months, commencing on the last day of the second month after the transition month.
- g. For all payback options, an employee may exchange, on a one-time initial election, all or part of vacation and/or compensatory time to fully or partially offset the employee draw.

Computation of hours to dollars will be made based on dollars owed divided by the hourly pay rate.

- h. Employees who leave OUS service for any reason prior to fully paying back the draw will owe the remaining balance upon termination.
- i. The paycheck for the month after the transition month will be for the period of the 16<sup>th</sup> of the transition month through the 15<sup>th</sup> of the following month.
- j. Employee benefit pro-ration during the transition month will be based upon the regular monthly pay or the advance basis (position FTE multiplied by the monthly salary rate.)
- k. If the transition occurs during the summer months, academic year employees who are on leave without pay during the summer months shall receive the same advance privileges during the month of September of the transition year. Payback options will begin on November 30 of the transition year.
- l. The Union and OUS agree to jointly present campus sessions, as necessary, to explain these options to employees. Such sessions will be arranged by university Human Resources staffs and local Union leadership.
- m. Universities which change employees from a 1<sup>st</sup> through 31<sup>st</sup> pay period to a 16<sup>th</sup> through 15<sup>th</sup> pay period, whether voluntarily or involuntarily, will pay the out-of-pocket expenses which employees would normally pay for health insurance during the transition month. It is understood that the “pick up” of health insurance costs is a one-time benefit offered only during the month in which the university makes a mass transition of employees to the 16<sup>th</sup> through 15<sup>th</sup> pay period to accommodate the implementation of HRIS.
- n. This Section is intended to apply to group conversions, rather than individual conversions.

**Section 3.** The parties agree that part-time employees who work for universities that elect not to change pay cycles for part-time workers from a 1<sup>st</sup> through 31<sup>st</sup> time reporting period to a 16<sup>th</sup> through 15<sup>th</sup> time reporting period, as explained in Section 2 of this Letter of Agreement, shall have all additional pay, including but not limited to additional regular hours, overtime hours and pay differentials, that are earned after the current month’s payroll cutoff, paid on the following month’s paycheck. Likewise, adjustments necessitated by leave without pay will also be reflected in the following month’s paycheck. Any adjustments to the prorated insurance benefit amount will be made in the following month. These adjustments could also affect an employee’s eligibility for insurance in the following month(s).

**Section 4. Partial Month’s Pay Calculation.** Notwithstanding Article 23, Payroll Computation Procedures, Section 1 (G), Partial Month’s Pay, a consistent hours per month figure of 160 will be utilized for calculating partial month’s pay.

**Section 5. Leave Accrual and Utilization.** In view of the Banner requirements for system-wide consistency as to whether leave hours may be taken in the same month accrued, all universities will apply the “accrue, then take” rule, as follows: Leave may be taken commencing the first day of the month following the month in which it is accrued.

**Section 6.** The parties agree that nothing in this Letter of Agreement changes or limits the Employer’s practice of hiring new employees on a 16<sup>th</sup> through 15<sup>th</sup> pay period. The Employer may change an employee’s pay period for the following reasons:

- a. The employee is working an intermittent or otherwise modified schedule due to medical necessity or a reasonable accommodation.
- b. The employee exhausts all forms of paid leave and is likely to have intermittent leave without pay. This provision shall not apply to employees accessing long-term leave without pay under Article 44, Leaves of Absence without Pay.
- c. The employee requests a change in his/her work schedule that would result in the number of hours worked fluctuating from one month to the next.
- d. The employee’s work hours have fluctuated from month to month over a three-month period.

Provisions in c. and d. of this Section do not apply if the fluctuations are due to differing amounts of available work hours in a month (for example, 168 hours versus 184 hours). If the Employer elects to change the time reporting period for an employee, the Employer shall ensure that the employee’s insurance eligibility is not jeopardized.

## **LETTER OF AGREEMENT OPTIONAL RETIREMENT PLAN**

This Letter of Agreement is entered into by the Oregon University System (OUS) and SEIU Local 503 (Union).

1. The parties acknowledge that, pursuant to ORS 243.800(5), employees who elect the OUS Optional Retirement Plan (ORP) while in unclassified status make an irrevocable election and that such employees are ineligible for active membership in the Public Employees Retirement System (PERS) as long as they are employed in the Oregon University System. Accordingly, in the future, in accordance with this statute, unclassified employees who have elected to be covered under the ORP and who subsequently move to classified status will remain ORP Participants upon moving to classified status, rather than becoming PERS Members.

2. In the event an ORP Participant is incorrectly enrolled in PERS upon becoming a classified employee, the employee shall be considered as having participated in the ORP during the OUS-covered period of PERS membership. To account for any difference in investment earnings between the ORP and PERS, each of the employee’s ORP accounts shall be credited, for the period that the employee received a PERS contribution, with the greater of PERS

investment earnings and ORP investment earnings during such period, in accordance with the employee's last investment directions.

3. The Employer will continue to pay the full cost for ORP coverage on behalf of employees specified in Section 1 of this Letter of Agreement on the same basis as it does for unclassified ORP participants. Article 21 - Salary, Section 2 of the collective bargaining agreement shall not be applicable to these employees.

4. If the statutes governing the Optional Retirement Plan are amended in a way that conflicts with the terms of this Letter of Agreement, it is the intent of the parties to renegotiate this Letter of Agreement pursuant to Article 7 - Separability, of the collective bargaining agreement.

## **LETTER OF AGREEMENT ACCOUNTING SERIES**

Effective September 1, 2003, the Oregon University System implemented new classification specifications for the following classifications: Accounting Technician, Grants/Contracts Technician, Accountant 1 and Accountant 2. This Letter of Agreement (LOA), between OUS and SEIU, outlines the transition of incumbents into the new classifications.

1. For the purposes of this LOA, "incumbent" is defined as anyone employed in one of the four classifications listed above on or before September 1, 2003.
2. Incumbents in the four classifications are considered as meeting minimum qualifications (MQ's) under Article 48 - Layoff, for placement or recall from layoff, to the same classification as they held on September 1, 2003, as long as they continue to be employed in that classification.
3. Incumbents in the four classifications are considered as meeting MQs for the purpose of a lateral transfer under Article 32 - Filling of Vacancies, as long as they continue to be employed in that classification.
4. Effective September 1, 2005, incumbents will need to meet the new MQ's for promoting or demoting into different classifications.
5. This LOA shall be non-precedent setting.

## **LETTER OF AGREEMENT INAPPROPRIATE WORKPLACE CONDUCT**

1. The Employer and the Union agree that mutual respect between and among managers, faculty, employees, co-workers and supervisors is integral to the efficient conduct of the University's business. Behaviors that contribute to an intimidating work environment, such as abusive language or behavior, are unacceptable and will not be tolerated.

2. Employees who believe they are subject to such behavior should raise their concerns with an appropriate manager or supervisor as soon as possible, but no later than thirty (30) days from the occurrence of the incident(s). In the event the employee's concerns are not addressed by such manager or supervisor within thirty (30) days the Union, on behalf of the employee, may file a complaint with the Central Office of Human Resources. The Office of Human Resources will respond in writing to the complaint within thirty (30) days.
3. The parties agree that issues relating to inappropriate workplace conduct by employees or supervisors not covered by Article 19 - No Discrimination, are appropriate for discussion at bi-monthly meetings under Article 18 – Grievance and Arbitration Procedure, Section 12.
4. Every January, each university will remind employees of available university resources for dealing with inappropriate workplace conduct by means such as memoranda or electronic mail.
5. The Union acknowledges the university's right to deal directly with employees in resolving complaints of inappropriate workplace conduct, provided bargaining unit employees maintain their rights to grieve discipline under applicable provisions of the Agreement, pursuant to the grievance procedure.
6. The provisions of this Letter of Agreement are not subject to grievance or arbitration.

## **LETTER OF AGREEMENT CRIMINAL BACKGROUND CHECKS POLICY IMPLEMENTATION**

The parties acknowledge and agree that this Letter of Agreement satisfies and fulfills the statutory and contractual bargaining obligations of the parties with respect to the implementation of the Oregon University System (OUS) Criminal Background Check rule and the impact of that policy on current bargaining unit employees represented by SEIU Local 503, OPEU. Except as otherwise provided by authority such as, but not limited to, law, rule, regulation, ordinance, written advisory legal opinion, or condition of a grant, or as recommended in writing by a funding or regulatory entity, OUS agrees to the following:

1. A determination of fitness based on a criminal records check will not be required of a current employee in a position designated as a critical or security-sensitive position if the determination was not required when the employee was hired or placed into the position.
2. A criminal records' check will not be required as a factor for determination of fitness of a current employee applying for a vacant position the university intends to fill, and has formally announced to be available, unless the criminal records check requirement was included in the position announcement.
3. In the event of a layoff under Article 48, of the Collective Bargaining Agreement, a criminal records check will not be required as a factor for determination of fitness of a current

employee for a position from which the current employee is seeking to displace another employee pursuant to Article 48, Section 3 unless the position of the potentially displaced employee was subject to a criminal background check as specified in the position description or other public record available in the Human Resources office as of the date of the current employee's layoff notice. An employee notified of a pending layoff under Article 48, Section 3(E) may decline consideration to be moved into any position designated as a critical or security-sensitive position by notifying Human Resources in writing of the employee's refusal to submit to a criminal background check. Such employee will be deemed to have refused the position for which the employee is otherwise qualified and to have elected to be laid off in lieu of placement. An employee who is not determined fit, following a criminal records check, for a position in which the employee would otherwise be placed, or who informs Human Resources when notified of the potential placement position of the employee's belief that determination of fitness for the position in question is unlikely, will not be considered position-qualified but will not be deemed to have refused the position.

4. A laid-off employee who notifies Human Resources of the employee's refusal to be considered for positions requiring criminal background checks will be deemed to have exercised a refusal of recall under Article 48, Section 10(B) to the first position for which the employee is otherwise qualified. An employee who is not determined fit, following a criminal records check, for a position to which the employee would otherwise be placed, or who informs Human Resources when notified of the potential placement position of the employee's belief that determination of fitness for the position in question is unlikely, is not position-qualified but will not be deemed to have exercised a refusal of recall.
5. Information obtained as a result of a criminal background check shall be maintained in a file separate from the employee's personnel file in conformity with OAR 580-023-0030. By entering into this Letter of Agreement, neither party waives any statutory rights to obtain information regarding bargaining unit employees.
6. Employees shall not be required to pay the university's criminal background check fee(s).
7. University appointment decisions shall not be subject to the grievance or arbitration procedures except where based on alleged violation of applicable contract provisions other than this Letter of Agreement.

## **LETTER OF AGREEMENT PEER MEDIATION**

This letter of Agreement (LOA) is between the SEIU Local 503, OPEU and the Oregon University System (OUS) on behalf of Portland State University (PSU) for a pilot project at Portland State University (PSU). This LOA outlines the process through which disputes between Bargaining Unit Employees may be resolved through Peer Mediation.

1. SEIU will train specific bargaining unit employees from PSU, in the area of mediating disputes between co-workers.

2. SEIU may train up to 4 employees. Training will take place outside of work time and is not compensable. Each PSU Employee will be allotted up to 2 hours per biennium to access these services if applicable.
3. When a conflict between bargaining unit employees exists, the supervisor or any of the employees involved in the conflict may refer the affected employees to the Union Peer Mediation Coordinator for resolution of the conflict.
4. SEIU will proceed with the process and complete mediation within thirty (30) days of the referral.
5. SEIU will be responsible for monitoring the resolution of each case with evaluation at intervals agreed to between the involved parties.
6. The process will maintain confidentiality with only the participants and the trained mediator having access to the facts and resolution including but not limited to any agreement between the parties unless mutually agreed otherwise.
7. There will be no record of participation in this process placed in the employees' official personnel file.
8. This process shall take place during the normal work day and shall be subject to the pre-approval by the employees' supervisor(s) and shall be considered time worked for the purposes of payroll. If employees are not able to meet during their normal work day, they may mutually agree to meet outside of work time. This time shall not be considered time worked for payroll purposes.
9. SEIU and HR will review the Peer Mediation Program and present a formal assessment by December 31, 2014 to the Labor Management Committee at PSU. Such assessment shall include but not be limited to indicators such as reduced absenteeism, recidivism rates, higher productivity, fewer disciplinary actions, total number of hours spent mediating, and recommendations for improvement or continuation of the pilot program.

This LOA will expire on June 30, 2015 unless mutually agreed upon by both SEIU and OUS.

OREGON UNIVERSITY SYSTEM

SETU LOCAL 503, OPEU

*[Signature]*  
Joy Kanton  
Vice Chancellor for Finance and Administration

*[Signature]*  
Heather Conroy  
Executive Director

*[Signature]*  
Julie Wandaugh, Alternate Spokesperson  
Western Oregon University

*[Signature]*  
Marc Nilsenfeld, Chair  
Portland State University

*[Signature]*  
Jon Thomsen, Alternate Spokesperson  
Oregon State University

*[Signature]*  
Burt Wilcox, Alternate Chair  
University of Oregon

*[Signature]*  
Ron McClure  
Oregon Tech

*[Signature]*  
Angie Barry  
Western Oregon University

*[Signature]*  
Terrell Dancer  
Portland State University

*[Signature]*  
Bob Klem  
Oregon Tech

*[Signature]*  
Jay Espinosa  
Southern Oregon University

*[Signature]*  
Rob Fullmer  
Portland State University

*[Signature]*  
Tracy Houtz  
Eastern Oregon University

*[Signature]*  
Helen Moore  
Eastern Oregon University

*[Signature]*  
Terry L. Smith  
University of Oregon

*[Signature]*  
Bob Saxton  
Southern Oregon University

*[Signature]*  
Tracy Yee, Note Taker  
Oregon State University

*[Signature]*  
Donna D. Stevenson  
Oregon State University

*[Signature]*  
Burt Lewis  
Note-Taker

*[Signature]*  
Paul McKenna  
Research Director

*[Signature]*  
Rich Peppers  
Spokesperson

Signed this 24<sup>th</sup> day of October

Signed this 11<sup>th</sup> day of NOVEMBER 2013