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Agreement between the Oregon Public Employees Union, Local 503, Service Employees International Union (SEIU), AFL-CIO and the Oregon State Board of Higher Education, 2001-2003

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IDnum 43 **Language** English **Country** United States **State** OR

Union SEIU (Service Employees International Union) AFL-CIO

Local Local 503, Oregon Public Employees Union

Occupations Represented
Multiple occupations represented

Bargaining Agency Oregon State Board of Higher Education

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear [unknown] **EndYear** 2003

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Notes

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Full text contract begins on following page.

ARTICLE 1 - PARTIES TO THE AGREEMENT

This Agreement is entered into between the Oregon Public Employees Union, Local 503, SEIU, AFL-CIO, CLC (Union) and the Oregon State Board of Higher Education (OSBHE) (Employer) acting by and through the Office of the Chancellor in the Oregon University System (OUS) on behalf of the following universities/colleges: Eastern Oregon University, Oregon Institute of Technology, Oregon State University, Portland State University, Southern Oregon University, University of Oregon, and Western Oregon 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 and for all classified positions currently represented by the Union in the Chancellor's office. This recognition does not apply to employees currently represented by other labor organizations, students who are not classified employees, unclassified, exempt, temporary, supervisory, managerial and confidential employees as defined by law or as determined by the Employment Relations Board. The Employer agrees to provide the Union with no less than twenty (20) days notice of its intent to exclude a filled bargaining unit position based on supervisory, confidential, or managerial status. The effective date of the exclusion remains unchanged.

Section 2. The Employer and the Union have established a single bargaining unit made up of employees at the universities/college designated in Article 1.

Section 3. 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 4.

(A) Temporary appointments shall be used for the purpose of meeting emergency, nonrecurring or short-term workload needs. Employment of a temporary worker, other than to replace a regular employee on leave, shall not exceed the equivalent of six calendar months (1,040 hours) in a twelve-month period, except when the university/college 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 university/college 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) Grievances alleging a violation of this section may be submitted only by the Union directly to the University/College President 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 acting by and through the Office of the Chancellor.

ARTICLE 4 - TERM OF AGREEMENT

Section 1. This Agreement shall become effective upon ratification by the Parties and expires June 30, 2003 except where specifically stated otherwise in this Agreement.

Section 2. Notwithstanding the provisions of Section 1 of this Article, either Party may elect to reopen this Agreement within thirty (30) days of February 1, 2001 for the purpose of negotiating Article 21 - Salary, Article 24 - Insurance, and up to three (3) additional articles to be selected by each party. The Parties shall schedule and conduct negotiations at a mutually agreeable time and place. Initial proposals will be exchanged on the additional articles by April 15, 2001. Proposals on Article 21 and 24 will be exchanged by June 1, 2001. The parties agree to a 90-day rather than a 150-day timeline. At the initiation of either party on or after July 1, 2001, there will be a joint request for mediation. Article 8 of this Agreement shall not apply after exhaustion of the applicable dispute resolution procedures pursuant to ORS 243.712 - ORS 243.726.

Section 3. Either party may give written notice during the period of October 15 - November 15, 2002 of its desire to negotiate a successor Agreement. Such negotiations shall commence with an exchange of written proposals by the parties no later than the first week in December 2002.

Section 4. 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. 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 these negotiations. The Union agrees that the Employer has no further obligation during the term of this Agreement to bargain wages, hours or working conditions except as specified below. 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.

Section 2. Past Practices

(A) The parties recognize the Employer's full right to direct the work force and to issue work orders and rules and that these rights are diminished only by the law and this Agreement, including arbitrator's awards which may evolve pursuant to this Agreement.

(B) (1) The Employer may change or issue new work practices or rules covering permissive subjects of bargaining, including issuing administrative rules over issues which are nonnegotiable and are not in conflict with or otherwise addressed in a specific provision of this Agreement. The Employer agrees to bargain over any proposed changes in "working conditions" or their impact which are mandatory subjects of bargaining.

(2) 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/college will be allowed to use university/college 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.

(3) The Union may file an unfair labor practice complaint with the Employment Relations Board if the Employer refuses to bargain. If the Board rules that the change is a permissive or prohibited subject of bargaining, the Union shall withdraw its demand to bargain. If the Board determines the change is a mandatory subject of bargaining, the parties shall meet to negotiate this subject change.

(4) 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 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 Employment Relations Board (ERB) order, 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.

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

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 - MANAGEMENT'S RIGHTS

Except as may be specifically modified by the terms of this Agreement, the Employer shall retain all rights of management in the direction of their work force. Rights of management shall include, but not be limited to, the right to:

- (a) 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; and,

(g) determine methods, means and personnel by which operations are to be conducted.

ARTICLE 10 - UNION RIGHTS

Section 1. Rights/Obligations

(A) The Union and the Employer agree that there must be mutual respect for the rights and obligations of the Union and the Employer and the representatives of each.

(B) Employees covered by 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.

Section 2. Union Organizer Visitations Union organizers, with approval from a responsible manager, shall be allowed reasonable contact with bargaining unit members on university/college 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 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 representatives.

Section 3. Building Use University/college 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/college 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. Union officers and stewards shall have the authorization to post messages to an electronic bulletin board or post office box system for internal union business where a university/college currently uses such a system, provided all of the following conditions are met:

(A) The electronic bulletin board system shall not be used for interactive communications;

(B) Usage shall comply with university/college policies applicable to all users such as protection of confidential information and security of equipment;

(C) There shall be no additional cost of the university/college for use of the electronic bulletin board program; and

(D) Authorized union-represented employees who post messages to the system shall do so on their own time.

This provision no longer applies when a university changes or discontinues a computer system and thereby loses the ability to maintain an electronic bulletin board or similar system.

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

Section 6. List of Union Representatives The Union shall provide the Employer with a list of the names of authorized union stewards and duty location, worksite representation responsibility, and a list of authorized staff representatives and shall update those lists as necessary. If problems arise regarding Union Steward authorized activities in representing employees, the Union agrees to discuss the problem with the Employer as the situation suggests.

Section 7. The Employer agrees that there shall be no reprisal, coercion, intimidation or discrimination against any union steward 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, 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/college, 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. Union stewards will be granted mutually agreed upon time off during regularly scheduled working hours to investigate and process grievances, and to represent bargaining unit employees in investigatory interviews as described in Article 17, Section 5 and Article 18, Section 7 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 workday, arrange a mutually satisfactory time for the requested activity.

Section 10. Release Time to Attend OSBHE Meetings One person designated by the Union will be released with pay to attend a meeting of the Oregon State Board of Higher Education. The designated representative shall work at the university/college where the Board meeting is scheduled or from the university/college in the closest physical geographic proximity to the meeting.

Section 11. Union stewards will receive their regular rate of pay for time spent processing grievances and representing bargaining unit employees in investigatory interviews as described in Article 17, Section 5 and Article 18, Section 7 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/college. Supervisors may request that stewards maintain and submit a monthly activity report of work time spent investigating and processing grievances.

Section 12. 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 13. 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 annual 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/college 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 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/college'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 14.

(A) Upon timely request, the Employer shall make available at no cost to the Union the latest copy of any OPEU, SEIU Local 503 bargaining unit employee statistical and expenditure reports relative to employment and benefits currently produced by the Employer which do not require manual or machine editing to remove confidential data or non-OPEU 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 OPEU, SEIU Local 503 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-OPEU bargaining unit employees or data or reports that require new development.

(C) Each university/college 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 15. Dues Deduction

(A) 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. 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/college 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/college 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/college shall be forwarded to the Union by the third workday 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), Social Security 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 20th 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 Social Security Number (000-00-0000)

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/college, 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 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/college, the gaining university/college will designate the employee as a transfer on the new employee list referenced in Section 14(c) if the gaining university/college is aware the employee has transferred. Such employees will be carried over to the new university/college 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 a magnetic tape file of all OPEU, SEIU Local 503 represented employees and all OPEU, SEIU Local 503 members which contains the following information in its most updated form:

Social Security Number

Employee name

University/College

Position number

Base pay

Benefit pay (any non-working time for which the employee is paid)

Gross pay

Premium pay (overtime, shift differential, hazard duty pay, sea pay)

Dues amount deducted

Designation (member, fair share payer, non-dues payer)

Representation code

Month and year of the pay period

(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 15 and 16 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 OPEU, SEIU Local 503 represented employees within a university/college;

(2) An alphabetical listing of all OPEU, SEIU Local 503 fair share payers by university/college.

These reports shall contain:

Employee name

Social Security 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 which 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. Upon request, the Employer will meet with the Union to discuss the Employer providing an additional standard magnetic tape format for information the Union requires.

Section 16. Fair Share

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

(B) Fair share deductions shall be made in the first full month of employee service.

(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 OPEU, SEIU Local 503 fair share deductions for the previous month by university/college shall be forwarded to the Union by the third workday 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), Social Security Number, amount deducted, base pay, classification number and representation code.

(E) **Fair Share Adjustment Summaries for OPEU, SEIU Local 503 Members.** Summaries will be forwarded by the university/college payroll office to the Union by the 20th 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 Social Security Number (000-00-0000)

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/college, 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 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 which 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 17. 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 15th 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 18. Union Rights/Stewards

(A) The employees in each university/college shall be allowed not more than the following:

PSU Ten (10) 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 Four (4) 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.

(B) 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 disciplinary investigative interviews which an employee reasonably believes could result in disciplinary action under Article 17 - Discipline and Discharge. A steward may participate in additional matters when, at the discretion of the university/college Appointing Authority, such participation is deemed to be mutually beneficial.

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/college will offer training to local Union Stewards on the Employee Assistance Program available in their university/college, on university/college 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 management right, during the term of this Agreement, to decide to contract out work performed by bargaining unit members. Such decisions shall, however, be made only after the affected university/college has conducted a formal feasibility study determining the potential costs and other benefits which would result from contracting out the work in question. The Employer agrees to notify the Union within one (1) week of its decision to conduct a formal feasibility study, indicating the job classifications and work areas affected. The Employer shall provide the Union with no less than thirty (30) days

notice that it intends to issue bids to contract out bargaining unit work where the decision would result in displacement of bargaining unit members. During this thirty (30) day period, the Employer shall not release any bids and the Union shall have the opportunity to submit an alternate proposal. The notification by the Employer to the Union of the results of the feasibility study will include all pertinent information upon which the Employer based its decision to contract out the work including, but not limited to, the total cost savings the Employer anticipates.

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

Section 2. If the Union's proposal would result in providing quality and savings equal to or greater than that identified in the management plan, the parties will agree in writing to implement the Union proposal.

Section 3. Should any full-time bargaining unit member become displaced as a result of contracting out, the Employer and the Union shall meet to discuss the effect on bargaining unit members. The Employer's obligation to discuss the effect of such contracting does not obligate it to secure the agreement of the Union or to exhaust the dispute resolution procedure of ORS 243.712, 243.722 or 243.742, 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 4. Once a university/college 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/college, or within OUS generally. Salaries of employees placed in lower classifications will be red-circled. To the extent this Article conflicts with Article 33 - Filling of Vacancies, this Article shall prevail.

(C) An employee may exercise his/her layoff rights pursuant to Article 51 - Layoff if the employee finds option (A) or (B), as selected by the Employer, is unsatisfactory.

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

ARTICLE 14 - NEGOTIATIONS PROCEDURES

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

Section 2. The Employer agrees to grant leave with pay for one employee per university/college to represent the Union for actual negotiating table time including caucuses, negotiation work sessions and a reasonable number of membership meetings relating to negotiations. 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/college, 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) Six (6) workdays 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. The Official Personnel File

(A) Each university/college shall maintain one (1) official personnel file for each employee, located at the primary administrative Human Resource Office for the university/college.

Where the personnel records are maintained on microfiche/microfilm, the personnel file will include both microfiche/microfilm and any material not yet copied.

Upon reasonable notice, an employee may inspect the records, excluding any confidential reports from previous Employers, in his/her official university/college personnel file; provided that, if the official personnel file is kept at a separate facility, the employee shall, at the university/college'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) 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/college 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 material placed in his/her official personnel file. The employee's explanation or opinion shall be attached to the critical material and shall be included as part of the employee's official personnel record so long as the critical materials remain in the file. Where the personnel records are maintained on microfiche/microfilm, the explanation or opinion will be placed next to or in closest possible proximity to the critical material.

(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 which 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 may however be removed after twenty-four (24) months, provided there has been no recurrence of the problem or a related problem in that time. Earlier removal will be permitted when requested by an employee and if approved by the university/college Appointing Authority.

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

Incorrect material will be removed, upon request, from an employee's personnel file. (See [Article 57 - Position Descriptions and Performance Evaluation](#).)

Section 2. Supervisory Files

(A) Supervisors may keep records and/or anecdotal notes on subordinate employees. Employees shall be notified if a supervisory file is being kept.

(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/college, the supervisory file will be expunged. If the employee promotes, transfers or demotes within the university/college, 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 Articles 17, 18 and 19 shall be the only contractual procedure for resolving disputes concerning Discipline and Discharge.

Section 2.

(A) Reduction, Suspension and Demotion Appeals. 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. In cases where an employee has been suspended with pay pending an investigation, written notice of the allegations as they are or may be known at the time, must be provided to the employee within seven (7) calendar days of the effective date of the action; however, such actions become disciplinary when they result in further disciplinary action or when they extend beyond fourteen (14) calendar days or when they extend beyond twenty-one (21) calendar days upon written notice by the university/college of reasonable need for such extension (e.g., inability to complete an investigation). Suspensions with pay will not be recorded in employee personnel files nor in any manner used against an employee if no disciplinary action is subsequently taken.

(B) The university/college will make a good faith effort to have the following statement appear on all dismissals and disciplinary notices covered in Section 2(a) above:

"If you choose to contest this action you have a right to be represented by the Oregon Public Employees Union, SEIU Local 503 and you must file an appeal within twenty (20) calendar days from the effective date of this action in accordance with Article 17."

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

(C) 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/college Appointing Authority 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 representative present. At the discretion of the university/college Appointing Authority, 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/college Appointing Authority or designee.

Section 4.

Employees in initial trial service with the university/college 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.

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

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 twenty (20) calendar days of the date the grievant or the Union knows or by reasonable diligence should have known of the alleged grievance.

Grievances shall be reduced to writing, stating the specific Article(s) alleged to have been violated and clear explanation of the alleged violation, sufficient to allow processing of 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 56-Reclassification Upward/Downward shall be subject to the alternative procedures specifically outlined in their respective Articles.

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 Step 1 and 2 grievances shall mean postmarked (dated by meter or U.S. Post Office), fax received by close of the business day or actual receipt. "Filed" for purposes of Steps 3 and 4 shall mean actual receipt.

If at any step of the grievance procedure, the Employer fails to issue a response within the specified time limits, the grievance shall automatically advance to the next step of the grievance procedure unless withdrawn by the grievant or the Union. If the grievant or Union fails to meet the specified time limits, the grievance will be considered withdrawn and it cannot be resubmitted.

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

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

Section 4. Group Grievances. Where there are group 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/college, 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 in the grievance.

Section 5. Grievances shall be processed as follows:

TYPE OF CASE	PLACE TO FILE	FILING DATE	PLACE TO APPEAL
Grievances not listed below	Step1 Immediate Supervisor	20 Calendar Days	Step 2 (University/ College President or designee), then Step 3 (OUS HR), then arbitration
Reduction, Suspension, Demotion, Reclass Downward, Family Medical Leave Act, Group grievances involving multiple supervisors in one university	Step 2 University/ College President or designee	20 Calendar Days	Step 3 (OUS HR), then arbitration
Discrimination grievances involving sexual orientation	Step 2 University/ College President or designee	20 Calendar Days	Step 3 (OUS HR), then arbitration

Discrimination grievances alleging sexual harassment	Step 2 University/ College President or designee	20 Calendar Days	Step 3 (OUS HR), then arbitration or EEOC and/or BOLI
All other discrimination grievances	Step 2 University/ College President or designee	20 Calendar Days	EEOC and/or BOLI
Dismissal, Group grievances of multiple universities, Reclass Upward	Step 3 OUS HR	20 Calendar Days	Arbitration

Step 1. The grievant(s), with or without Union representation, shall file the grievance except as otherwise noted to his/her immediate excluded supervisor or if the immediate excluded supervisor does not have the authority to resolve the grievance, to the second level supervisor, i.e, the Dean, Director, Manager, or Superintendent responsible for the unit in which the grievant works. The supervisor shall respond in writing to the grievant(s) within twenty (20) calendar days from the receipt of the grievance. In all cases, the grievant and his/her immediate excluded supervisor will attempt to meet within the twenty (20) day filing period in an attempt to resolve the grievance at the lowest possible level of management. Failure to meet will not invalidate the grievance.

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 first line 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 the Collective Bargaining Agreement, including but not limited to Article 5, 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 twenty (20) calendar days after the Step 1 response is due or received, whichever occurs first. The appeal shall be filed in writing to the university/college President or designee, who shall respond in writing within twenty (20) 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 Human Resources Division within twenty (20) calendar days after the Step 2 response is due or received, whichever occurs first. The OUS Human Resources Division shall respond in writing within twenty (20) calendar days from receipt of the Step 3 appeal. At this step the parties agree that a face-to-face meeting (or the equivalent by phone) will occur between the Union and the OUS Human Resources Division.

Pursuant to Article 19, grievances involving discrimination based on sexual orientation proceed to Step 3, grievances alleging discrimination based on sexual harassment proceed to Step 3 with the same time lines as stated in this section, or Bureau of Labor and Industries and/or Equal Employment Opportunity Commission. All other discrimination grievances must be appealed to BOLI and/or EEOC.

Step 4. Grievances which are not satisfactorily resolved at Step 3 may be appealed to arbitration. If the Union intends to appeal to arbitration, the appeal must be received by the OUS Human Resource Division within forty five (45) calendar days after the Step 3 response was due or received.

DISMISSAL GRIEVANCES: Dismissal grievances for regular status employees shall be filed directly at the OUS Human Resources Division, within twenty (20) calendar days of the effective date of the dismissal. The grievance must be in writing and state the specific reasons for the grievance. If the grievance is not resolved by the OUS Human Resources Division, the Union shall (if it chooses to appeal) file for arbitration within twenty (20) calendar days after the response from the OUS Human Resources Division was due or received, whichever occurs first. The Union may elect to arbitrate dismissal grievances under Section 6 or Section 11 of this Article, but not both.

REDUCTION, SUSPENSION, DEMOTION OR DISCRIMINATION GRIEVANCES:

Reduction, suspension with or without pay, demotion, or discrimination grievances shall be filed directly with the university/college President or designee (Step 2 of this Article) within twenty (20) calendar days from the effective date of the action. The university/college President or designee shall respond in writing in accordance with the time limits of this Article.

FAMILY MEDICAL LEAVE ACT GRIEVANCES: Any grievances alleging a violation of the Family Medical Leave Act will be submitted in writing within twenty (20) 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/College President or designee as defined or used in Article 18, Section 5. A copy of the grievance shall be sent concurrently to the OUS Human Resource Division. The university/college President or designee shall respond within twenty (20) 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. Nothing in this Article shall preclude an employee from filing a complaint with the Department of Labor at any time.

Section 6 - Arbitration Selection and Authority.

(A) Within sixty five (65) calendar days of OUS's response at Step 3, the Union shall notify the Federal Mediation and Conciliation Service (FMCS) of the dispute and request a list of arbitrators, which shall be specifically limited to Geographic Area 29. 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 sixty five (65) calendar days, the grievance shall be considered withdrawn and it cannot be resubmitted.

(B) The arbitrator shall have the authority to hear and rule on all issues which arise over substantive or procedural arbitrability. Such issues, if raised, must be heard prior to hearing the merits of any appeal to arbitration. Upon motion by either party to bifurcate the hearing on procedural or substantive arbitrability issues, the arbitrator will make the determination on bifurcation. Should the arbitrator choose to take the arbitrability issue under advisement and

proceed with the merits, he/she shall issue a written decision on the arbitrability issue only, should the issue be found to be nonarbitrable.

(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.

(D) The Parties shall split FMCS costs and the arbitrator's charges equally. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

Section 7. Upon request, an employee shall have the right to Union representation during an investigatory interview that an employee reasonably believes will result in disciplinary action. The employee will have the opportunity to consult with a local Union Steward or Union Organizer before the interview, but such consultation shall not cause an undue delay.

Section 8. A grievant shall be granted leave with pay for appearance before the Employment Relations Board or arbitration, including the time required going and returning to his/her headquarters.

Section 9. No reprisals shall be taken against any employee for exercise of his/her rights under the provisions of this Article.

Section 10 - Grievance Committees A committee of the Union Stewards for each university/college 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, Section 11. The university/college shall suffer no overtime obligation as a result of this Article. The employees in each university/college 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 11 - Expedited Arbitration

(A) If the Union elects to process a dismissal action under this section, rather than under Section 6, it shall, within twenty (20) calendar days following the date the response of the Oregon University System was due or received, whichever occurs first, under Section 5, notify the OUS Human Resources Division of its intent to proceed to expedited arbitration under this section.

(B) Within sixty (60) calendar days of the signing of this Agreement the parties shall agree 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 thirty (30) 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 thirty (30) calendar days, the earliest available arbitrator shall be used.

If the Union fails to initiate the above arbitration selection process within twenty (20) calendar days following the date of notice to OUS Human Resources Division under Section 11 (a), the grievance shall be considered withdrawn and it cannot be resubmitted.

(C) The hearing shall be conducted as soon as practicable. Except by mutual agreement, there shall be no transcripts or briefs. 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 12 - Monthly Meetings. The Chief Steward or steward designated by the Union and the Employee Relations Manager or Human Resources Director at each university/college shall schedule a monthly meeting to review pending grievances and to make good faith efforts to resolve such grievances. The Chief Steward or steward designated by the Union and the Employee Relations Manager or Human Resources Director 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.

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, mental or physical handicap. Neither will the Employer discriminate based on sexual orientation.

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 constitutes sexual harassment when:

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

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

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

Section 3. Discipline and Discharge appeals which allege the action was taken for sexual harassment or sexual orientation reasons shall follow the appeal time frames in Article 17.

Any other grievance alleging any form of discrimination as listed in Section 1 will be submitted in writing within twenty (20) 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/college President or designee as defined or used in Article 18, Section 5. The university/college President or designee shall respond within twenty (20) calendar days after receipt of the grievance. If the grievance is still not resolved at this level, grievances alleging discrimination based on sexual harassment or sexual orientation shall be submitted by the Union to the OUS Employee Relations Manager for resolution within twenty (20) calendar days after receipt of the university/college President's or designee's response. The OUS response shall be due twenty (20) calendar days after receipt of the grievance.

Section 4. All other unresolved discrimination grievances may be submitted by the Union or the grievant to the Bureau of Labor and Industries or the EEOC for resolution, if not already so filed. In the case of sexual harassment and sexual orientation grievances, the Union may proceed to arbitration per Section 5. 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. It is agreed, however, that there will be no concerted effort on the part of the Employer to discourage arbitration or the Union to encourage the use of multiple sources of complaint resolution.

Section 5

(A) Grievances alleging discrimination because of sexual harassment or sexual orientation may be arbitrated provided such Union request is made within twenty (20) calendar days from the date the OUS response was due or received, whichever occurs first. In addition to back pay and fringe benefits, relief sought through arbitration may include transfer, promotion, and cease and desist orders. Arbitration requests shall proceed under Article 18, Section 6.

(B) The right to arbitrate grievances alleging discrimination based on sexual orientation shall expire on the effective date of a change in federal or state law, Bureau of Labor and Industries or EEOC regulations or court decision that such discrimination is covered by law and a statutory appeal procedure exists.

Section 6. Where the Union alleges unlawful discrimination as a basis of any grievance, in whole or in part, the Union shall make a declaration of its choice to arbitrate the issue by declaring to OUS following its response at Step 3 of the grievance procedure.

Where the Union chooses to proceed to arbitration, allegations of unlawful discrimination under Article 19 shall be removed as the claim of violation for the arbitration.

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. Geographic Area Pay

(A) Classifications C4115, C4116, C4209, C4221, C4225, C4207, C4205, C4213, C4211, C4223, C4215:

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 permanent, nonresident classified employee upon approval of the university/college Appointing Authority. An employee would not be entitled to a per diem expense allowance in lieu of the differential.

(C) C2309, C2312 - Education Project Aide, Education Program Asst: 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.

Definition: Charge differential shall be defined as a temporary hourly differential for an eight (8) hour shift for a Staff Nurse or Registered Nurse 1 who has been assigned charge duties.

Rate: Staff Nurses and Registered Nurses who are assigned and are performing charge duties will receive an additional thirty-three cents (\$0.33) per hour. 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 an eight (8) hour shift 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 (\$1.00) 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 one dollar and fifty cents (\$1.50) 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.

Section 3. Special Qualifications Pay.

(A) Bilingual: A differential of two and one-half percent (2.5%) over base rate will be paid to employees in positions which specifically require and have been recruited for bilingual skills (i.e., translation to and from English to another foreign language 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/college.

Rate: A differential of 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 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 10% over the base rate shall be paid.

Section 4. Shift Differential.

(A) Eligibility: Shift Differential shall apply to all employees except temporary appointments. In order to qualify for the shift differential, an employee must be in a job classification which is allocated to Salary Range 22 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 fifty cents (\$.50) per hour

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

Section 5. Leadwork Differential.

(A) Except as provided in paragraph (G) of this section, leadwork differential shall be defined as a differential for employees who have been formally assigned by their supervisor in writing, "leadwork" duties over two (2) or more bargaining unit employees in an equivalent or lower salary range for ten (10) consecutive work days or longer. Leadwork 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) Leadwork 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, leadwork differential shall be included in calculation of the overtime rate of pay.

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

(E) Leadwork differential shall not apply to employees in those classifications which normally perform oversight or leadwork duties.

(F) If an employee believes that he/she is performing the duties that meet the criteria in Section 6(A) of a leadworker, but the duties have not been formally assigned in writing, the employee may notify the President or designee in writing. The university/college will review the duties within fifteen (15) calendar days of the notification. If the university/college determines that leadwork duties were in fact assigned and are appropriate, the leadwork differential will be effective beginning with the day the employee notified the President or designee of the issue.

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

If the university/college concludes that the duties are not leadwork, the university/college 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%) leadwork differential shall be paid to employees who are employed in the classification of Office Assistant 1-2; 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. Work Out-of-Classification

(A) 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 underfilling a position shall be informed in writing that he/she is an underfill, the reasons for the underfill, 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 which will subvert or circumvent the administration of this Section.

ARTICLE 21 - SALARY

Section 1 - Salary Increase. For purposes of this Agreement, the parties agree that for the 1999-2001 biennium, salary increases for bargaining unit employees shall be at the following levels:

- 2% effective October 1, 1999
- \$38.00 added to each step of salary schedule effective December 1, 1999. Red circled employees will participate in this increase.
- 2.5% effective January 1, 2001

Section 2 - PERS. The Employer shall continue to pay the six percent (6%) PERS pickup for PERS-eligible bargaining unit members through the term of this Agreement.

Section 3 - Eighth Step. In accordance with the parties' 1996-1999 collective bargaining agreement, the salary tables to this agreement shall reflect an eighth salary step. Entitlement to the additional step shall be in accord with the provisions of the 1996-1999 agreement and with the provisions of Article 22 - Salary Administration.

Section 4 - Selective Salary Adjustments. Effective January 1, 2000, employees in the classifications listed in E 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. January 1 shall be established as the employee's salary eligibility date for future increases beginning in 2001;

(B) Employees who have been at the top step of the former salary range since January 1, 1999, or earlier shall receive an increase of one step in the new salary range. January 1 shall be established as the employee's salary eligibility date for future increases beginning in 2001;

(C) 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 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 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.

(D) All other employees shall be placed in the new salary range at a salary rate equivalent to their current rate and shall be eligible for increases on their salary eligibility date.

(E) Effective January 1, 2000 new ranges for the following classifications have been bargained as follows:

Classification	Class #	Prior Range	New Range
Dental Hygienist	6396	21	22
Electric and Control Systems Tech	4248	24T	25T
Electrician	4213	23B	24T
Facilities Engineer 1	3251	23	27
Facilities Engineer 2	3252	26	30
Facilities Engineer 3	3253	28	32
Grounds Maintenance Worker 1	4109	11	14
Grounds Maintenance Worker 2	4110	13	16
Laboratory Animal Tech 1	6880	8	10
Laboratory Animal Tech 2	6881	10	13

(F) Effective October 1, 1999, the following new classifications have pay ranges bargained as follows:

Classification	Class #	Range
Telecommunications Technician 1	1491	19
Telecommunications Technician 2	1493	22
Telecommunications Analyst 1	1494	20
Telecommunications Analyst 2	1495	23
Print Services Technician	2477	16
Senior Nuclear Reactor Operator	3751	22

(G) Effective November 1, 1999, the following new classifications have pay ranges bargained as follows and in accordance with Article 69.

Classification	Class #	Range
Operations Specialist	1460	21I
Equipment Systems Specialist	1461	26I
Information Technology Consultant	1462	28I
Operating Systems/Network Analyst	1463	32I
Analyst Programmer	1464	34I

Section 5. 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 6 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 6. 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 an annual 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 - Vancouver All Urban Consumers, as reported by the United States Department of Labor. The parties agree that both market survey data and CPI data will be considered together in making assessments and recommendations for compensation increases.

Section 7. Establishment of Joint Committee on Compensation The parties agree to establish a Joint Committee on Compensation, which shall operate through the term of this Agreement. The Committee shall be composed of four members designated by each party. Members designated by the Union shall be in pay status for purposes of meetings of the committee. The committee shall meet at times and places as determined by the committee. The first meeting of the committee shall occur no later than December 1, 1999.

Section 8. Charter of Joint Committee on Compensation The purpose of the Joint Committee on Compensation will be to (1) assess market survey and CPI data as specified in Section 6 of this Article; (2) make recommendations for compensation increases consistent with the intent and commitments set forth in Section 5 of this Article; (3) review the existing system of compensation; and, (4) propose recommendations for the system of compensation consistent with the parties' intent as set forth in Section 5 of this Article.

Section 9. Submission of Compensation Increase Recommendations The Joint Committee on Compensation shall submit recommendations on increases, based upon the market and CPI indicators as specified in Section 6 of this Article and consistent with the commitments and intent of Section 5 of this Article no later than March 1, 2000. The recommendation shall be submitted concurrently to the Union and the Oregon University System. Subject to the approval of the Union and the Oregon University System, the recommendations shall be incorporated formally into the Oregon University System's budget request for consideration by the Board of Higher Education.

Section 10. Submission of Report and Recommendations on Compensation System By March 1, 2000, the Joint Committee on Compensation shall prepare and submit a report and recommendations on the system for employee compensation consistent with the parties intent as set forth in Section 5 of this Article. The report and recommendations shall address: (1) the classified positions as reflected in Appendix A of the Agreement; (2) the salary schedule and ranges as reflected in Appendix B of the Agreement; (3) the process of making selective salary adjustments; and (4) such other matters directly related to compensation of employees as mutually agreed to by the committee. The report and recommendations shall be submitted concurrently to the Union and to the Oregon University System.

Section 11. Joint Compensation Committee Allocation A sum of \$200,000 shall be set aside by OUS to fund selective salary adjustments as determined by the Joint Compensation Committee during the term of the Agreement. The Joint Compensation Committee shall meet and determine classification priorities and a timeline for allocating the \$200,000 within the 1999-2001 biennium.

ARTICLE 22 - SALARY ADMINISTRATION

Section 1. Pay.

(A) 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/college Appointing Authority believes it is in the best interest of the university/college 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/college 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. The proposed effective date for retroactive six month and annual salary increases must be the first day of the month no more than twelve (12) months prior to the time of submitting the correcting recommendation.

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.

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.

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/college as follows:

(A) Return from 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 List. When an individual is appointed from a layoff list to a position in the same classification in which the person was previously employed, the person shall be paid at the same salary step at which such employee was being paid at the time of layoff. The salary eligibility date of an individual who is appointed from a layoff list shall be determined in accordance with Section 8.

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.

Section 11. Recoupment of Wage and Benefits Overpayments. Except as provided in Article 56, Section 2, in the event the employee receives wages or benefits from the university/college to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the university/college 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/college 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/college 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/college shall implement the repayment schedule stated in subsection (D) below.

(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/college service before the university/college fully recovers the overpayment, the remaining amount may be deducted from the employee's final check(s).

(E) Notwithstanding the above, subsections (B), (C), and (D) 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/college 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), if mutual agreement concerning the overpayment has not been reached.

(G) This section does not waive the university/college'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. Definitions.

(A) Permanent Full-Time - a permanent position equivalent to eight (8) hours per day or forty (40) hours per week. A permanent full-time employee will be paid on a monthly salary basis, and all benefits will be calculated on a monthly or hourly pay status basis.

(B) Permanent Part-Time - a permanent position less than permanent full-time. A permanent 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. All permanent part-time employees whose work hours are regularly scheduled (work hours are based on a predetermined schedule) shall be paid on a fixed partial monthly basis.

(C) Seasonal Full-Time - 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, hourly or fixed partial monthly salary 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 workdays in month or pay period - number of possible workdays 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 workdays 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:

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

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

Section 2. General Compensation.

(A) Permanent Full-Time Employees - Pay and benefits will be computed on a monthly pay status basis.

(B) Permanent 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. Permanent part-time employees in permanent full-time positions will be treated as permanent 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.

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

(D) 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.

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

(F) 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 workday 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 permanent part-time position.

(2) See definition for partial month's pay under Section 1(g) for computation procedures.

(G) 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:

$$\frac{\text{actual hours}}{\text{possible hours}} \times \text{old rate} + \frac{\text{actual hours}}{\text{possible hours}} \times \text{new rate} = \text{gross pay}$$

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 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. Employer shall make the full contribution for employees who have at least eighty (80) paid hours in a month.

(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 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 50% of the full contribution for full-time employees. However, for plan year 2000, the prorated contribution will not be less than the cost of Blue Cross PPO Basic plus dental for the applicable tier.

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

(3) In the event that a less than full-time employee, who is regularly scheduled to work half-time or more, fails to maintain at least half-time paid regular hours because of the effect of pro-rated holiday time or other paid or unpaid time off, he/she shall be allowed to use available vacation or

comp time to maintain his/her eligibility for benefits and the Employer's contribution for such benefits.

(C) Contribution Rate. The Employer contribution is provided for medical and dental insurance as well as to purchase additional, available benefits under the Employer insurance program.

(1) The Employer contribution for insurance benefits to full-time, eligible participants will be:

(a) Plan Year 2000 - A composite rate of \$470 per month per full-time employee.

(b) Plan Year 2001

(b1) In June 2000, the parties will meet to set the tiered rates for 2001;

(b2) Tiered rates for Plan Year 2001 for employee and family and for employee and spouse shall be sufficient to cover the 2001 costs equal to PEBB prototype HMO plans and traditional dental coverage; and

(b3) Tiered rates for employee only and for employee and children shall be set at a level which, in conjunction with tiered rates for employee and family and employee and spouse under (b2) above, result in an overall composite rate of \$470 per FTE per month.

(2) The Employer contribution remains in effect until the end of the plan year, December 2001.

(3) The employee may select among the plans offered by the Employer insurance program to optimize coverage and costs that best meet each employee's status. Where the cost of coverage is less than the Employer contribution, the employee receives the difference in cash, as "cash back". Where the cost of coverage exceeds the Employer contribution, the difference is paid by the employee out of pocket.

(D) From July 1999 until December 1999, the Employer contribution shall be \$424/month. Thirty-eight dollars (\$38.00) per month of Employer contribution will be used to continue payment of the Union Flex benefit which ends December 1999. (See Article 21-Salary, for flex conversion).

Section 3. Coordination of Benefits. The Employer insurance program may adopt any of the Coordination of Benefits alternatives described in the National Association of Insurance Commissioners (NAIC) model acts and regulations.

Section 4. Administration. The Employer will make payment for employee insurance directly to the appropriate insurance carriers and/or administrators.

Section 5. 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 standby time and penalty payment(s) (Articles 26 and 30) but including holiday time off, compensatory time off and other paid leave, shall be counted as time worked. Holidays which 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 is time worked in excess of eight (8) hours per day or forty (40) hours per work week. Overtime for employees working an irregular work schedule is time in excess of ten (10) hours per day or forty (40) hours per work week. Overtime for employees working a flexible work schedule 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. 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. Eligibility for Overtime Compensation.

(A) 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.

(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 time off for authorized time worked in excess of eight (8) hours per day or forty (40) hours per week at the rate of one (1) hour off for one (1) hour of overtime worked subject to the limitations of Section 8 of this Article.

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/college or as otherwise specified below. At ninety (90) days prior to loss of such compensatory time, employees shall be notified that they must use or lose the hours. Time earned in the last ninety (90) days may, at the discretion of management, be carried forward into the next fiscal year. However, such carry forward may not

increase the total compensatory time that may be accrued in that year. If time off requests are denied for use of accrued leave before the year ends, these accrued hours will be paid in cash upon forfeiture. Employees will take all necessary steps to request use of compensatory time during the fiscal year.

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

Section 5. Schedule Change.

When a change of work schedule is requested by an employee and approved by the university/college, 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/college, 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/college.

Section 7. Assigning Overtime

(A) The university/college shall give as much notice as possible of overtime to be worked. In assigning overtime work, the university/college 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/college 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/college 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 off. 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 workday 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/college 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/college elects to provide reimbursement, the employee will be reimbursed pursuant to the in-state rate established in Article 27, which is appropriate to the time of day the overtime was worked.

(F) Subject to operating requirements of the university/college, an employee shall have his/her choice of compensatory time off. If two (2) or more employees request the same period of time

off and the matter cannot be resolved by agreement of the employees concerned, the employee having the greatest length of service within the university/college shall be granted the time off.

ARTICLE 26 - STANDBY DUTY

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

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

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

(A) the university/college requires that an employee be restricted to a work site or duty station for a specific period of time; and,

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

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

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

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

ARTICLE 27 - TRAVEL ALLOWANCE

The Employer and the Union agree to use the OUS policy 11.02D in the OUS Financial Administrative Standard Operating Manual (FASOM) or its successor. The Employer will give the Union at least thirty (30) days notice of any proposed changes to this policy.

ARTICLE 28 - MILEAGE REIMBURSEMENT

Mileage reimbursement will be in accordance with rates established in the OUS Financial Administrative Standard Operating Manual (FASOM) or its successor. The Employer will give the Union at least thirty (30) days notice of any proposed changes to this policy.

ARTICLE 29 - MOVING EXPENSES

The Employer and the Union agree to use the OUS policy 11.09 in the OUS Financial Administrative Standard Operating Manual (FASOM) or its successor. The Employer will give the Union at least thirty (30) days notice of any proposed changes to this policy.

ARTICLE 30 - PENALTY PAY

Section 1. Call Back Compensation.

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

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

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

Section 2. Reporting Compensation

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

(B) An employee's reporting time may be changed two (2) hours earlier or two (2) hours later, or less, without penalty, if the employee is notified a minimum of twelve (12) hours before the next regularly scheduled reporting time. If the employee's reporting time is changed without proper notice, the employee shall be entitled to a penalty payment of fourteen dollars (\$14.00).

(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) workdays in advance. If the employee's reporting time is changed without the required notice, the employee shall be entitled to a penalty payment of twenty 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 66, 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/college, 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/college, 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 (UO, PSU)

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 28, Mileage Reimbursement, from and to the employee's home when the employee has been called back to work.

ARTICLE 31 - CAREER DEVELOPMENT

Section 1. 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/college Human Resource Section to secure promotional path counseling within their university/college. The Union will notify bargaining unit employees of the career counseling services.

Section 2. Two (2) Union representatives and two (2) Employer representatives will meet, if requested by either party, to discuss utilization and results of the service provided by this Article.

ARTICLE 32 - 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 33 - FILLING OF VACANCIES

Section 1. Definitions For the purpose of this Article, the term Human Resource unit refers to the department or unit that is responsible for the human resource and personnel functions at each university/college.

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, fitness and ability of the person to perform the required duties. Each university/college 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/college shall first consider eligible injured workers.

(B) University/College Layoff List Names of regular status employees from the university/college 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 51.

Section 3. Promotional Opportunities Each university/college 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/college will provide a list of locations where vacancies, transfers, and promotional opportunities are posted at each university/college. If modifications are made to this list, the university/college shall meet and confer with the Union regarding a suitable alternative posting location.

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 51.

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/college Appointing Authority or Human Resource Unit as appropriate and must meet the minimum and special qualifications.

Section 10. Direct Appointment The university/college 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/college, appointment to which was through a competitive process;
- (C) The person separated from the university/college, within the past two 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/college; 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 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/college;
- (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/college 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 34 - VETERANS' PREFERENCE

ORS 408.210 to 408.280 shall be applied as appropriate to all Articles covered by this Agreement.

ARTICLE 35 - 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, appointment from a non-bargaining unit position, 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. Additionally, it is expressly understood that an employee who is recalled from a layoff list in accordance with Article 51 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 and shall not exceed six (6) full months. For part-time employees hired after August 31, 1995, trial service shall be 1,040 hours.

Section 3. Trial service may be extended in instances where a trial service employee has been on a cumulative leave without pay for fifteen (15) days or more and then only by the number of days the employee was on such leave. When the university/college Appointing Authority 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 or shall terminate upon the successful completion of the Department of Public Safety Standards and Training (DPSST) OUS certification course, whichever is later; but in no case shall trial service last more than twelve months.

Section 4. When, in the judgment of the university/college Appointing Authority, performance has been adequate to clearly demonstrate the competence and fitness of the trial service employee, the university/college Appointing Authority 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/college Appointing Authority, 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 the Grievance and Arbitration Procedure.

Section 6. An employee who is removed from trial service following a promotion shall have the right of return to the university/college and the classification or comparable salary level from which the employee was promoted, unless charges are filed and he/she is discharged as provided in Article 17-Discipline and Discharge.

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 36 - 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/college 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/college prior to the completion of the trial service must complete a full trial service period in the new position.

ARTICLE 37 - LIMITED DURATION APPOINTMENT

Section 1. Persons may be hired for special studies or projects of uncertain or limited duration which are subject to the continuation of a grant, contract, award or legislative funding for a specific project. Such appointments shall be for a stated period not exceeding two (2) years but shall expire upon the earlier termination of the special study or projects.

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/college.

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) 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/college; 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 38 - 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/college Appointing Authority to be considered for job share positions. The university/college Appointing Authority 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/college Appointing Authority agrees to provide written notification to all job share applicants of available job share positions in their office in the university/college.

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/college Appointing Authority has the right to determine if job sharing is still appropriate for the position. If the university/college Appointing Authority determines that job sharing is not appropriate for the position or the university/college Appointing Authority 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/college Appointing Authority, 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 39 - VOLUNTARY DEMOTION

An employee may make a request in writing to the university/college Appointing Authority 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/college Appointing Authority 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 40 - 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 sixteen (16) 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 sixteen (16) hours based on the same percentage or fraction of month they are hired to work, or as subsequently formally modified, provided it is anticipated that they will work 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/college and the employee.

ARTICLE 41 - 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 permanent position in this bargaining unit, in the same university/college 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, children, brother, sister, grandmother, grandfather, 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. The employee has the duty to insure 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/college to support the employee's claim for sick leave if the employee is absent in excess of seven (7) days, or if the university/college has evidence that the employee is abusing sick leave privileges. The university/college may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the university/college 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/college may require a certificate from the attending physician to determine if the employee should be allowed to work.

Section 3. Sick Leave Exhausted.

(A) After earned sick leave has been exhausted, the university/college 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/college 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 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/college.

(C) The university/college 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/college. 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/college.

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/college assumes control over the functions of a local government agency within the State of Oregon, such university/college 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/college. Should the monthly sick leave accrual rate of the local government agency be greater than that of the university/college, the maximum amount of sick leave assumable by the university/college shall be computed on the basis of the following formula:

Monthly Accrual Rate of University/college

$$\begin{array}{r} \text{Monthly Accrual Rate of Local Agency} \\ \times \\ \text{Sick Leave Balance of Local Agency} \\ = \\ \text{Maximum Sick Leave Assumable} \end{array}$$

Should the monthly sick leave accrual rate of the local government agency be less than that of the university/college, the maximum amount of sick leave assumable by the university/college 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/college to donate accrued vacation leaves for use by eligible university/college bargaining unit recipients as sick leave. Universities/colleges will allow employees to make irrevocable donations of accumulated vacation leave and compensatory time to a coworker. 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 Article 41, Section 2.
- (D) Applications for hardship leave shall be in writing and sent to the university/college's Human Resource Unit and accompanied by the treating physician's written statement certifying that the illness or injury will continue for at least thirty (30) days following donee's projected exhausting of the accumulated leave. 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/college for such costs as are incurred for insurance contributions pursuant to Article 24 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 otherwise eligible for or receiving workers' compensation, or on parental leave will not be considered eligible to receive donations under this agreement.

ARTICLE 42 - BEREAVEMENT LEAVE

Employees who have earned sick leave credits shall be eligible for sick leave, vacation, compensatory time, or leave without pay, at the option of the employee for any period of absence from employment to discharge the customary obligations arising from a death in the immediate family of the employee or the employee's spouse. For purposes of this Article "immediate family" shall include the employee's parent, wife, husband, child, brother, sister, grandmother, grandfather, son-in-law, daughter-in-law, or another member of the immediate household.

ARTICLE 43 - 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;
- (G) Thanksgiving Day on the fourth Thursday in November;
- (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

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 workday before or after Christmas, the workday 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.

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 workday before the holiday and one-half (1/2) of the first workday 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 workday before the holiday and one-half (1/2) of the first scheduled workday after the holiday, provided such scheduled workdays 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:

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

To be eligible for this pay, such employees must be in pay status at least one-half (1/2) of the last scheduled workday before the holiday and at least one-half (1/2) of the first scheduled workday after the holiday, provided such scheduled workdays 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/college:

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

(2) The beginning date of employment in the gaining university/college must be the first compensable non-workday following separation from the losing university/college.

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, to compensatory time off or to be paid in cash as provided in Article 25-Overtime. Compensatory time off or cash paid for all time worked shall be at the rate of time and one-half (1-1/2). The rate at which an employee shall be paid for working on a holiday shall not exceed the rate of time and one-half (1-1/2) his/her straight time rate of pay.

Section 5. Observance

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

(B) However, the parties recognize that some positions must be staffed on each and every holiday, and that employees in these positions cannot be released from duty on those holidays. 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 which 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. Holiday Scheduling

(A) 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.

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

ARTICLE 44 - ELECTION DAYS

Work and travel will be arranged to allow employees the opportunity to vote on their own time on recognized state and federal election days unless they are given sufficient notice to enable time to obtain an absentee ballot.

ARTICLE 45 - LEAVES WITH PAY

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

Section 2. Whenever possible, subject to university/college 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/college shall not suffer any penalty payments for the change in the work schedule of the employee on jury duty.

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

Section 4. An employee shall be granted leave with pay for attendance in court in connection with an employee's officially assigned duties, including the time required going to court and returning to his/her headquarters. When the employee is granted leave with pay, he/she shall turn into the university/college 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 above, 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) workdays 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 46 - 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. An OUS employee voluntarily or involuntarily seeking military leave without pay to attend service school shall be entitled to such leave during a period of active duty training. Military leaves of absence without pay shall be granted in compliance with the Veterans' Reemployment Rights Law, Title 38, USC Chapter 43.

Section 3. An employee who is a Union officer may be granted a leave of absence without pay of not less than six (6) months and no more than one (1) year to work for the Union, subject to the operational requirements of the university/college. Such requests shall be made by the Union. Both minimums as well as extensions of leaves shall be subject to mutual agreement. There shall be no more than two (2) officers on leave at any one time and no more than one (1) from any single university/college 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/college may request, upon sixty (60) days advance written notice, and subject to the operating requirements of the university/college, shall be granted leave without pay for a period not to exceed four (4) months. The university/college shall respond to the employee's request within fifteen (15) workdays of its receipt. In the event of the university/college'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/college, an additional leave of up to eight (8) months may be granted.

(B) 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 (C) of this Section.

(C) 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.

(D) 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.

(E) 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 workdays 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 workdays, the university/college 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) workdays from the date of postmark to present extenuating circumstances. Such absence may be covered, however, by the university/college Appointing Authority by a subsequent grant of leave with or without pay, when extenuating circumstances are found to have existed.

(F) 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 workday after receipt of the citation.

ARTICLE 47 - PARENTAL LEAVE

A parent shall be granted a leave of absence up to twelve (12) weeks to care for a new baby. 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/college. During the period of parental leave, the employee is entitled to use accrued vacation leave, compensatory time, leave without pay, or consistent with BOLI regulations, sick leave. NOTE: See Article 41-Sick Leave, for pregnancy related temporary disability.

ARTICLE 48 - 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) 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/college 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/college 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 49 - SEARCH AND RESCUE

An employee shall be allowed to take leave with pay to participate without pay and at no further cost to the university/college, in a search and rescue operation within Oregon at the request of any law enforcement agency, the Administrator of the Aeronautics Division, 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/college, will provide to the university/college documented evidence of participation in the search operation.

ARTICLE 50 - 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) (a) through 5th year; (b) 5th annual season; (c) 60th month

12 workdays for each 12 full calendar months of service (8 hours per month)

After (a) 5th year through 10th year; (b) 5th annual season through 10th annual season; (c) 61st month through 120th month

15 workdays for each 12 full calendar months of service (10 hours per month)

After (a) 10th year through 15th year; (b) 10th annual season through 15th annual season; (c) 121st month through 180th month

18 workdays for each 12 full calendar months of service (12 hours per month)

After (a) 15th year through 20th year; (b) 15th annual season through 20th annual season; (c) 181st month through 240th month

21 workdays for each 12 full calendar months of service (14 hours per month)

After (a) 20th year; (b) 20th annual season; (c) 240th month

24 workdays for each 12 full calendar months of service (16 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. Vacation Leave for New or Separating Employees.

(A) New employees who begin work in the middle of a month or pay period earn vacation credits on a prorated basis for the first partial month or pay period.

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/college 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/college, except the gaining university/college 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/college.

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

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

(B) That in any other leave of absence without pay that exceeds fifteen (15) days, the employees shall be required to use their accumulated vacation. Bargaining unit members may not be required to take vacation when leaving for military or reserve service as per Title 38, USC Chapter 43, or parental leave until after thirty (30) days;

(C) As provided for set-off of damages or misappropriation of university/ college property or equipment on termination;

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) days prior to the date the vacation leave would reach 250 hours.

Section 16.

(A) Subject to the operating requirements of the university/college, 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/college shall be granted the time if requested by the employee in writing; provided however, that an employee shall not be given this length of service consideration more than once in every two (2) years. Vacation requests must be submitted in writing not less than fifteen (15) days prior to the desired vacation starting time for vacations of five (5) days or more. For vacations of less than five (5) days, the written request must be submitted at least five (5) days prior to the desired starting time. The notice requirement does not preclude a supervisor granting a request on lesser notice.

(B) Vacation requests shall be acted upon as soon as possible but in no case later than ten (10) days after the request is made, or seventy-five (75) days before departure whichever is the latest. An employee whose vacation schedule has been approved will notify 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/college except in the event of an emergency. (A cancellation under Paragraph (A) is not to be considered an action of the university/college.) The university/college 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. An employee may request in January a cash-out of up to 40 hours of vacation leave. The request may only be made once within a twelve (12) month period. The employee must have a minimum of eighty (80) hours of accrued vacation leave remaining after the cash-out.

ARTICLE 51 LAYOFF

Section 1. A layoff is defined as a separation from service for involuntary reasons other than resignation, not reflecting discredit on an employee. An employee shall be given written notice of layoff at least fifteen (15) calendar days before the effective date, stating the reasons for the layoff.

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/college, consistent with applicable law.

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

(A) The university/college shall determine the specific positions to be vacated and employees in those positions shall be notified of layoff. The university/college shall notify in writing all affected employees of his/her seniority and his/her contractual bumping rights. The university/college shall notify the Union of the seniority of all employees in all affected positions in writing. In addition, the university/college shall provide the local Union President or a Union designated Steward with one (1) written copy of the seniority of employees in all affected positions in that geographic area.

(B) Temporary employees working in the classification and administrative unit in which a layoff occurs shall be terminated prior to the layoff of trial service or regular employees.

An initial trial service employee cannot displace any regular status employee.

"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.

(C) Employees shall be laid off and seniority calculated within a geographical area and within the following separate categories:

(1) Permanent full-time positions;

(2) Permanent part-time positions;

(3) Seasonal full-and part-time positions; or

(4) Academic year positions: Full-time academic year positions; or Part-time academic year positions;

(5) Intermittent Employees.

(D) An employee notified of a pending layoff shall select one (1) of the following options and communicate such choice in writing to the university/college within five (5) calendar days from the date the employee is notified in writing. However, this five (5) day notice will not be required if the employee is involved in a meeting to make such choice.

(1) The employee may displace the employee in the university/college with the lowest seniority in the same classification for which he/she is qualified in the same geographical area in the university/college where the layoff occurs.

(2) If no positions are accessible under option one (1),

the employee may displace the employee in the university/college 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; or, if this choice is not available to the employee, the employee may move into vacant positions in classifications with the same salary range that the university/college intends to fill in the same geographic area.

(3) The employee may demote to the lowest seniority position in any classification for which he/she is qualified within the university/college and geographic area. Employees who elect to demote shall be placed on any geographic area layoff list of his/her choice within the university/college for the classification from which he/she demoted.

(4) The employee may elect to be laid off. An employee who elects to be laid off shall be placed on any geographic area layoff list of his/her choice within the university/college for the classification from which he/she was laid off.

The options provided by subsections 3(D), (1), (2), and (3) 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.

(E) To be qualified for the options under Section 3(D), (1), (2), and (3), 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.

(F) When exercising an option under Section 3(D), (1), (2), and (3), an employee shall only be eligible to displace another employee with lower seniority.

(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 underfilling a position, the employee will be considered in the position classification for the purposes of this Article.

(I) Any employee displaced by another employee exercising options under Section 3(D) (1) and (2) and (3) may also exercise any option available under Section 3(D).

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

Section 5. Seniority Computation. 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) Seniority Frozen. When a university/college intends to

initiate a layoff, the university/college 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/college.

(E) Tie Scores. If it is found that two (2) or more employees in the university/college in which the layoff is to be made have equal seniority, the order of layoff shall be in inverse order of the greatest length of continuous OUS service. If this does not break the tie, then the greatest length of continuous service in the university/college shall be used. If ties between employees still exist, the order of layoff shall be determined by the university/college in such manner as to conserve for the university/college the services of the most qualified employee.

Section 6. Any trial service employee who is laid off or demoted in lieu of layoff shall not be placed on the university/college layoff list, but shall be restored to the applicant pool from which certification was made 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.

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/college 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/college 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/college 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. University/College Layoff Lists. Names of regular employees of the university/college who have separated from the service of OUS in good standing by layoff or who have demoted in lieu of layoff shall be placed on layoff lists in seniority order established by the classification from which the employee was laid off or demoted in lieu of layoff and by geographical area.

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

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

Section 10. Recall. Employees who are on a university/college layoff list shall be recalled by geographic area in seniority order beginning with the employee with the greatest seniority.

If an employee is certified from a layoff list and is offered a position in the classification from which he/she demoted or was laid off, he/she shall have one (1) right of refusal. Upon a second refusal, however, the employee's name will be removed from the layoff list in all geographic areas.

An employee appointed to a position from a layoff list shall be removed from all other layoff lists.

If a temporary appointment is necessary in any geographic area and is expected to last longer than forty-five (45) days and there is a layoff list for that classification in the geographic area, employees on the layoff list shall first be offered the temporary appointment prior to hiring any other temporary. Not accepting a temporary job 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.

Section 11. Geographical Area.

For purposes of Article 51-Layoff, the geographical area(s) shall be:

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

WOU University wide

SOU University wide

OIT Klamath Falls; Portland

Section 12. When the university/college declares that a lack of funds will necessitate a layoff, the Union will meet, if requested by the university/college, 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/college. In the absence of such mutual agreement, the university/college may implement layoff procedures consistent with the Collective Bargaining Agreement.

ARTICLE 52 - 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/college 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/college. (See also Article 51, 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 "pickup" 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 "pickup" 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/college Appointing Authority.

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/college 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 above, intermittent employees shall have all the rights and privileges of seasonal employees.

ARTICLE 53 - ACADEMIC YEAR POSITIONS

Section 1. University/college Appointing Authorities 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 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 51 - 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 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/college 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/colleges 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/college Appointing Authority 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/college Appointing Authority.

(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 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. 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 returning in 600 hour status 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 which 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 Oregon University System (OUS) agrees to 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. OUS further agrees to 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 54 - TEMPORARY INTERRUPTION OF EMPLOYMENT - LACK OF WORK

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

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

Section 3. For periods longer than fifteen (15) days, the university/college Appointing Authority shall follow the procedures described in Article 51-Layoff. In instances where temporary interruption of employment is an established practice that the university/college used in connection with cyclical or scheduled shortage of work for more than fifteen (15) days, such practice may continue; provided, however, that when such periods are for longer than fifteen (15) days, the university/college Appointing Authority shall use seniority of employees by classification in the affected work unit in determining employees to be placed on leave without pay. The university/college Appointing Authority 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 55 - 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 56 - 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/college;

(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/college.

Section 2. Reclassification Upward.

(A) 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 an OUS position description form and written explanation with all relevant evidence for the proposed reclassification to the university/college Appointing Authority. The university/college shall review the merits of the request. Within thirty (30) days after receipt of the reclassification request, the university/college shall notify the employee of its decision, unless otherwise mutually agreed in writing. The Union shall be entitled during the thirty (30) day review period to present further arguments in support of the request. Should the duties of the position support the proposed reclassification, the university/college shall make a determination whether to reclassify or remove the duties in a timely manner.

(C) The effective date shall be the first of the month following the month in which the reclassification request was received by the university/college. 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/college to the date of actual implementation.

(D) 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, 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/college to the date the duties were removed.

Section 3. Reclassification Downward.

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

(B) The university/college shall, sixty (60) 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 one (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 51 of this Agreement for reemployment to the classification from which they were reclassified downward.

Section 4. Appeals

(A) Filing

Reclassification Upward. A decision of the university/college to deny a reclassification request may be appealed in writing by the Union to OUS Human Resources Division for further review within twenty (20) calendar days after receipt by the Union of the university/college's decision. Such notice shall include the Position Description Form and written explanation previously submitted to the university/college Appointing Authority, as well as all relevant evidence of duties relied upon by the employee/Union at the university/college level. No new evidence will be presented by the employee/Union in this appeal process.

Reclassification Downward. Within twenty (20) days from the date the employee receives notice that the university/college will reclassify his/her position downward, he/she may grieve this action by filing a grievance at the university/college President or designee level in the grievance procedure, providing written explanation and all relevant evidence demonstrating why the reclass is in conflict with, Section 1 of this Article. The university/college President or designee shall respond in writing in accordance with the appropriate time limits contained in Article 18 - Grievance Procedure. A decision of the university/college to deny a grievance under this Article may be appealed in writing by the Union to OUS for further review within twenty (20) calendar days after receipt by the Union of the university/college's decision. Such notice shall include the written explanation and evidence previously submitted to the Appointing Authority. 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 Procedure, Section 5, Step 4 of this Agreement. The arbitrator shall allow the decision of the university/college 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.

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 57 - 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/college to 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) days of the evaluation shall be attached to the performance evaluation. Performance evaluations are not grievable nor arbitrable under this Agreement nor shall they be used for purposes of disciplinary action, layoff and annual eligibility date performance pay increases, except in accordance with Article 69 - Information Technology Compensation Plan.

If an employee receives less than a satisfactory evaluation, the Employer agrees to meet with the employee within thirty (30) 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 52 - Seasonal and Intermittent Employees, Sections 2 and 3 regarding salary increases.

Section 4. Denial of Performance Increase The university/college 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 58 - 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 work schedule with the same starting and stopping time on five (5) 8 hour days. An irregular work schedule is a work schedule with the same starting and stopping times on four (4) 10 hour days. A flexible work schedule is a work schedule which varies the number of hours worked on a daily basis, but not necessarily each day, or a work schedule in which starting and stopping times vary on a daily basis, but not necessarily each day, 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 workday 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/college 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/college.

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) workdays 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.

Section 5. Except in the Security Department, vacancies which are to be filled in two (2) or three (3) shift operations shall be filled on the basis of seniority of qualified employees within a work unit and within a job classification. Employees must express their preference for implementation of this Section. Except as limited by this Article, management shall not be precluded from exercising its rights under Article 9 - Management Rights of this Agreement.

Section 6. Except for employees working four (4) 10 hour (4/10) workday 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 workday 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 workday to clean themselves. Time for cleaning equipment shall be considered a part of the employee's workday.

Section 9. An employee may apply in writing for authorization to work four ten (4/10) hour days or a flexible work schedule. The employee's application must address how the operating needs of the university/college could be met. The supervisor will give full consideration to the request and will deny the request only for reasons which are reasonably related to university/college operating needs. If the request is denied, the reason(s) will be given to the employee in writing.

ARTICLE 59 - SAFETY AND HEALTH

Section 1. Proper safety devices and clothing shall be provided by the university/college for all employees engaged in work where such devices are necessary to meet the requirements of the Department of Consumer and Business Services and the Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991). Such equipment, where provided must be used.

Section 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/college 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/college 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/college, 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/college will maintain a written procedure for the safe evacuation of buildings in the event of fire, explosion, threats involving explosive devices or other actual or potential disaster. 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/college management, the procedure will be made known to all employees.

Section 5. The university/college will, at least annually, advise employees of the name and telephone number of the university/college 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 60 - COMMUNICATION/CONSULTATION COMMITTEES

Section 1. To facilitate communication between the parties and to discuss greater productivity, increased efficiencies, and improved quality of work life, Joint Employee Relations Communication/Consultation Committees may be established at the universities/colleges by mutual agreement of the Union, the campus President or designee, and the Chancellor's Office. The committees shall be on a meet-and-confer basis and shall not be construed as having the authority nor entitlement to negotiate. The committees shall have no power to contravene any provision of the Collective Bargaining Agreement nor 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 2. 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 3. The new Joint Committee members will participate in a training program concerning such committees as provided by the Employment Relations Board. The committees shall meet when necessary, but not more than once each calendar quarter unless mutually agreed otherwise. A jointly prepared written agenda will be developed in advance of any meetings. Meetings will normally be two (2) hours in length, and will be held during normal business hours.

Section 4. OUS 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.

Section 5. Staff representatives of OUS and the Union may render assistance to a committee in procedural and substantive issues as necessary to fulfill the objectives of this Article and may participate in such meetings with prior approval of the committee and shall not be considered regular or permanent members of the committee.

Section 6. At the conclusion of each fiscal year, the parties may discuss the concept of labor/management committees and whether they should be continued or discontinued.

ARTICLE 61 - 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/college 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/college, 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/college, which the university/college 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/college, the employee will be provided employment in another university/college, 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/colleges 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/college, an employee shall furnish a certificate as defined in Section 3, 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, Human Resource officer or someone in management who has authority to act on this demand, of his/her status and that he/she is available to return to work. "Immediately" for purposes of this Section means no later than the second regular workday following the date specified on the certificate for the worker's return to work, providing that the worker has received a copy of the certificate on or prior to the date specified. Extenuating circumstances may extend the requirement for timely notice. An employee who fails to provide timely notice of his/her status shall be considered to have voluntarily terminated his/her employment.

Employees released by their physician for light or limited duty are eligible for modified work consistent with the physician's certification of the worker's capabilities, the university/college'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 33 - Filling of Vacancies. Concerning the injured worker, light duty assignments can be made without regard to the requirements of Articles 20 - Differential Pay, 55 - Change in Classification Specifications, 56 - Reclassification Upward - Reclassification Downward, 57 - Position Descriptions and Performance Evaluations and 58 - 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 permanent full-time employees shall not be affected by this program.

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

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

Section 7. All reassignments under this Article will be made in a manner to keep the injured employee at or near his/her official place of employment. 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 62 - VIDEO DISPLAY TERMINALS

Section 1. Whenever any new piece of VDT equipment is purchased from outside of OUS, the university/college will follow the Department of Consumer and Business Services Guidelines on VDTs entitled "VDTs Guidelines for Use in the Workplace" as they pertain to that piece of equipment. When a university/college buys used equipment, then it will make every effort to comply with DCBS guidelines. If it is not able to do so, then any Union Steward, upon identification and submission of a VDT safety practice problem, may request and shall be scheduled to meet with the appropriate management representative to review the specific safety concerns.

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

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

Section 3. The university/college will not use subliminal software.

Section 4. The Employer and the Union agree that employees who are assigned full-time to continuously operate video display terminals (VDT) or cathode ray tubes (CRT) can be more productive if provided short periods of assignment to other duties throughout the work shift. Subject to operational needs, managers will arrange other work assignments so as to provide ten (10) minutes of relief for each hour worked at a VDT or CRT.

Section 5. Upon request, employees who operate a VDT or CRT 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 63 - 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 5 month or longer cruise. 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 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. Wecoma.

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 (1) hour 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 other than Canada or Mexico.

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.

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 standby duty pay, split shift premium (overtime), call back compensation, shift change pay (reporting compensation) or show-up compensation while at sea. Nevertheless, crew members will be paid at the prescribed overtime rate for time worked in excess of eight (8) hours in any workday 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 7 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.

ARTICLE 64 - EDUCATION, TRAINING AND DEVELOPMENT

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

Section 2. Each university/college 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/college, each university/college 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/college shall grant such time without charges against accrued leave.

Section 3. Where employees are directed to attend educational courses or training sessions, they shall be released from other duties without loss of pay or other benefits and will be reimbursed for travel and per diem at prevailing rates and for tuition and material costs. Nothing in this Article will in any manner, reduce current practices of a university/college regarding payment of costs associated with job related licensure or certification.

Section 4. An employee with five (5) years of service with the university/college may request upon ninety (90) days advance notice and, subject to the operating needs of the university/college, shall be granted an educational leave without pay not to exceed six (6) months. The university/college 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/college. 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 46, Leaves of Absence Without Pay. The sole purpose of educational leave is to permit full-time enrollment in an accredited education institution.

ARTICLE 65 - UNIFORMS, PROTECTIVE CLOTHING AND TOOLS

Section 1. If an employee is required to wear a uniform, protective clothing or any type of protective device, such uniform, protective clothing or device shall be furnished or paid for by the university/college unless normally provided by employees according to industrial or professional practices.

Section 2. The university/college 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/college 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/college-related work, provided applicable manufacturers' warranties will not cover replacement costs. The university/college 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/college.

Section 3. Upon request, the university/college 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/college 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/college furnished uniforms, protective clothing, tools and equipment will be maintained or replaced by the university/college when damaged by ordinary wear and tear. Such university/college furnished material remains the property of the university/college 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 one dollar (\$1.00) 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 66 - INCLEMENT CONDITIONS

Section 1. When in the judgment of the university/college Appointing Authority, inclement weather or hazardous conditions require closure of or curtailment of work in offices and universities/colleges 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/college Appointing Authority 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/college Appointing Authority will use announcements on local radio or television stations or recorded messages or individual telephone contacts to notify employees of the closure or work curtailment prior to their leaving home. The university/college Appointing Authority shall notify employees by October 1 of each year of the station(s) to be used in such announcements.

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 over-time 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) days of the missed time and at rates of pay that would have prevailed except for the inclement weather.

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

ARTICLE 67 -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/college 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/college 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/college 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/college shall offer sub (1) or (2) under the following conditions:

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

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

ARTICLE 68 - 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/college agrees to provide appropriate individual recognition on the manual, manuscript or other similar major publication.

ARTICLE 69 - INFORMATION TECHNOLOGY COMPENSATION PLAN

Classifications for Information Technology positions will be implemented November 1, 1999. Upon implementation, current employees will receive a 5% increase to their base pay or the base level of the new classification/zone, whichever is greater.

Section 1. Merit Pay Program

Base pay increases (BPI) will be based on performance and shall be given no less frequently than annually.

Performance Rating	At or Below Control Point *	Above Control Point
Outstanding	BPI 7.25%	BPI 4%
Consistently exceeds standards	BPI 6.00%	BPI 3%
Meets standards	BPI 4.75%	BPI 2%

Deficient	BPI 0-2%	
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*Control Point is set at 38% above the low rate of the competency zone.

See Appendix F for compensation schedules.

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.

This cash award provision shall continue in effect through October 31, 2001, and shall continue after that date if the parties mutually agree. If either party elects to discontinue cash awards, the party shall notify the other party no later than September 15, 2001, and the parties shall meet to negotiate an alternate provision. The same process shall be repeated in 2003 and every two years thereafter until the parties mutually agree to continue the cash awards provision on an ongoing basis.

Section 3. Appeal Process

A. Appeals for transition/initial placement into the new classification system:

(1) Filing. The university/college Human Resources Division will reclassify the information technology positions in the 1400 classification series, and any other classifications deemed appropriate, to the new Information Technology classifications and competency zones, and notify employees of the designation by November 1, 1999. Within 30 days from the date the employee receives notice of the classification decision, the employee may appeal the classification and/or competency zone decision by written notice to the university/college Human Resource Division. Such notice shall include the classification and/or competency zone the employee believes is more appropriate and an explanation or rationale for the appeal. The university/college shall respond in writing within 60 days.

No new evidence will be presented by the employee/union after step (1).

(2) Second Level Review. If the employee is dissatisfied with the appeal decision of the university/college, the employee may advance the appeal (within 30 days) to the OUS Human Resources Division for an independent review. The OUS Human Resource Division will provide a written response within 60 days.

(3) Dispute Resolution. The Union may appeal the second level review within 30 days to a mutually selected arbitrator(s) who will agree to process the case(s) in an expedited manner. The arbitrator will be selected and processed in accordance with Article 18 - Grievance Procedure, Section 6.

(4) Employees in other positions may request a reclassification to the new IT series, under the existing process outlined in Article 56 - Reclassification Upward - Reclassification Downward. Such employees will be treated as a "misallocation" under Article 56.

B. Classification appeals after implementation shall be handled in accordance with Article 56 - Reclassification Upward - Reclassification Downward.

C. Movement to a lower competency zone for reasons related to poor performance, shall be subject to provisions in Article 17 - Discipline and Discharge.

D. Movement to a lower competency zone for reasons unrelated to poor performance, shall be subject to provisions in Article 18 - Grievance and Arbitration.

E. Performance Evaluation Review (Non-disciplinary). After implementation, employees who receive an evaluation rated "Meets Standards" or higher may request an independent review by a representative from the university/college Human Resources Department.

F. 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. 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.

OUS/OPEU INFORMATION TECHNOLOGY MONTHLY SALARY SCHEDULE DECEMBER 1, 1999

SALARY RANGE	LOW	CONTROL POINT	HIGH
21I-1	1802	2487	2684
21I-2	2331	3217	3286
26I-1	1936	2672	2885
26I-2	2505	3457	4145
28I-1	1805	2491	2689
28I-2	2335	3222	3943
28I-3	3041	4197	4495
32I-1	2223	3068	3316
32I-2	2878	3972	4866
32I-3	3752	5178	5460

34I-1	2441	3369	3643
34I-2	3162	4364	5348
34I-3	4123	5690	5961

*Last Updated on 12/21/99
By Chancellor's Office*

OUS/OPEU INFORMATION TECHNOLOGY MONTHLY SALARY SCHEDULE JANUARY 1, 2001

SALARY RANGE	LOW	CONTROL POINT	HIGH
21I-1	1847	2549	2751
21I-2	2389	3297	3368
26I-1	1984	2738	2957
26I-2	2568	3544	4249
28I-1	1850	2553	2756
28I-2	2393	3302	4042
28I-3	3117	4301	4607
32I-1	2279	3145	3399
32I-2	2950	4071	4988
32I-3	3846	5307	5597
34I-1	2502	3453	3734
34I-2	3241	4473	5482
34I-3	4226	5832	6110

*Last Updated on 12/21/99
By Chancellor's Office*

OUS/OPEU INFORMATION TECHNOLOGY MONTHLY SALARY SCHEDULE November 1, 1999

SALARY RANGE	LOW	CONTROL POINT	HIGH
21I-1	1764	2434	2646
21I-2	2293	3164	3248
26I-1	1898	2619	2847
26I-2	2467	3404	4107
28I-1	1767	2438	2651
28I-2	2297	3170	3905
28I-3	3003	4144	4457
32I-1	2185	3015	3278
32I-2	2840	3919	4828
32I-3	3714	5125	5422
34I-1	2403	3316	3605
34I-2	3124	4311	5310
34I-3	4085	5637	5923

*Last Updated on 4/7/00
By Chancellor's Office*

LETTER OF AGREEMENT

ARTICLE 25 - OVERTIME

The parties agree that employees who have compensatory time accumulations in excess of one hundred twenty (120) hours as of July 1, 1989 will be permitted to maintain their present accumulated amount in spite of the limitation in Article 25. However, as individual accumulations drop below their July 1, 1989 level, this amount shall establish a new lower ceiling.

This "grandfathering" provision shall continue until these employees leave their current university/college.

ARTICLE 38 - JOB SHARING

This Letter of Agreement is entered into between the Oregon University System (OUS) and the Oregon Public Employees Union (OPEU, SEIU Local 503). It sets forth the provisions that grandfather the insurance provisions for the current job share employees. The parties agree to the following:

(1) Job sharing employees as of October 1, 1997 shall be entitled to share the full employer-paid insurance benefits for one (1) full-time position based upon a prorate of regular hours scheduled per week or per month, whichever is appropriate. In any event, the Employer contribution for insurance benefits in a job share position is limited to the amount authorized for one (1) full-time employee. Each job share employee shall have the right to pay the difference between the employer-paid insurance benefits and the full premium amount through payroll deduction.

(2) The Employer shall provide a written explanation of the insurance benefits for which job share employees are entitled.

ARTICLE 41 - FAMILY MEDICAL LEAVE ACT (FMLA)

This Letter of Agreement is entered into by OUS and the Oregon Public Employees Union (OPEU, SEIU Local 503).

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 provision in the administration of the FMLA.

(1) 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.

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

(3) 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.

(4) During the period of FMLA leave, the employer'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.

(5) 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.

ARTICLE 69 - IT DESIGN COMMITTEE/EVALUATION OF INFORMATION TECHNOLOGY COMPENSATION PLAN

This Letter of Agreement is entered into by the Oregon University System (OUS) and the Oregon Public Employees Union (the Union), SEIU Local 503.

1. A Joint Evaluation Committee will convene at least once per year to evaluate the merit pay and cash award programs.
2. The Committee will review the history of base pay increases and cash awards, including the rationale/purpose for the cash award.
3. The Committee will attempt to determine if the compensation programs have had a positive effect on recruitment/retention.
4. The Committee will produce a report for OUS and the Union that may include recommendations for modifications to the programs.
5. Designated members of the Design Committee will be granted leave with pay to attend Design Committee meetings, including time required to travel to and from the meeting. Management will not incur costs for Union members for travel, per diem, overtime, or other benefits beyond that which the employee would have received had the employee not attended the Committee meeting.

PSU/SCF CHILD WELFARE PARTNERSHIP

This Letter of Agreement is entered into by the Oregon Public Employees Union (OPEU), Service Employees Union Local 503, AFL-CIO, and the Oregon University System for the State Office for Services to Children and Families (SCF) and Portland State University (PSU).

Incumbents of the below listed SCF positions will be PSU employees and subject to the provisions of the Collective Bargaining Agreement between the Oregon Public Employees Union, SEIU 503 and the Oregon University System. This Agreement will also cover additional training unit positions established by PSU and funded through contract with the SCF.

Given the history and nature of these positions, and the unique relationship between these employees and the State Office for Services to Children and Families, the following provisions will apply to these positions:

Article 22 - Salary Administration

With reference to Article 22, Section 1(c), SCF 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 SCF 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 SCF employees who are hired into Child Welfare Partnership positions by PSU.

Article 32 - Overtime

Compensatory time earned by employees while at SCF is not transferable. It must be paid in cash upon termination of employment from SCF.

Article 33 - Filling of Vacancies

PSU will consider SCF employees when filling vacant positions in the Child Welfare partnership program consistent with Article 33.

Article 37 - 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, if any, held in SCF rather than PSU.

Article 39 - Voluntary Demotion

An incumbent in one of these positions who requests voluntary demotion will be considered by such demotion only within the pool of these positions or to SCF. Likewise, other PSU employees requesting voluntary demotion will not be considered for demotion into one of these positions.

Article 41 - Sick Leave

Without regard to Section 5 of this Article, employees of SCF hired into Child Welfare Partnership positions will be permitted to transfer all accrued sick leave to PSU.

Article 50 - Vacation Leave

Without regard to Section 11 of this Article, employees of SCF hired into Child Welfare partnership positions at PSU per Article 33 will be permitted to transfer up to the maximum accrual amount allowed by this Article to PSU from SCF and will retain the vacation accrual rate referenced in this Agreement which is most comparable to the rate of their immediately previous position in SCF.

Article 51 - 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 SCF. Likewise, other PSU employees receiving notice of layoff will not be eligible to displace, demote, or to be returned from the PSU layoff 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 SCF layoff provisions.

Classification Class # SR Eff Date PT/FT

Program Technician 2 C0813 27 7/1/94 FT

Training Specialist C1332 26 7/1/94 FT

Training Specialist C1332 26 7/1/94 FT

Training Specialist C1332 26 7/1/94 FT

Training Specialist C1332 26 7/1/94 FT

Training Specialist C1332 26 7/1/94 FT

Training Specialist C1332 26 7/1/94 FT

Social Service Specialist 2 C6613 26 7/1/94 FT

Social Service Specialist 2 C6613 26 7/1/94 FT

Social Service Specialist 2 C6613 26 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.

Note: There is a companion Letter of Agreement contained in the DAS/SCF - OPEU Agreement regarding entitlements should an incumbent return to SCF.

RE: DRUG AND ALCOHOL TESTING POLICY FOR OSU SHIP OPERATIONS PERSONNEL

This Letter of Agreement is entered into between the Oregon Public Employees Union, SEIU Local 503 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) of 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, 2003.

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. Twelve-Month Pay Option for Academic Year Employees

In view of the payroll system changes brought about by Banner, HRIS, Article 53, Academic Year Positions, Section 9, will no longer be applicable. If the Banner product later provides sufficient capabilities, Article 53, Section 9 will be reinstated.

Section 2. 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 41, Sick Leave, Section 1(C)

Article 43, Holidays, Section 3

Article 50, Vacation, Sections 1 and 2

Section 3. Changes of Reporting Period for Part-Time Employees

All part-time employees working at university/colleges 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 1st through the 15th 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 OPEU SEIU Local 503 and OUS.
- d. Accompanying such notice will be an individualized notice from the university/college 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:
 - (1) All repaid on the last day of the month following the transition month; or
 - (2) 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 16th of the transition month through the 15th 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. OPEU SEIU Local 503 and OUS agree to jointly present campus sessions, as necessary, to explain these options to employees. Such sessions will be arranged by university/college Human Resources staffs and local Union leadership.

m. Universities/colleges which change employees from a 1st through 31st pay period to a 16th through 15th 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/college makes a mass transition of employees to the 16th through 15th pay period to accommodate the implementation of HRIS.

n. This section is intended to apply to group conversions, rather than individual conversions.

Section 4. The parties agree that part-time employees who work for universities/colleges that elect not to change pay cycles for part-time workers from a 1st through 31st time reporting period to a 16th through 15th time reporting period, as explained in Section 3 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 5. 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 6. 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/colleges 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 7. The parties agree that nothing in this Letter of Agreement changes or limits the Employer's practice of hiring new employees on a 16th through 15th 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 46, 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.

OPEU/OUS CDL LETTER OF AGREEMENT

This agreement is by and between the Oregon University System, through the Office of the Chancellor (OUS), hereinafter called the "Employer," on behalf of the University of Oregon, Oregon State University, and the Oregon Institute of Technology, and the Oregon Public Employees Union (OPEU), Local 503, thereinafter called the "Union."

The parties agree to the following:

Section 1. Application

This Agreement covers all OPEU-represented employees who are required to possess a Commercial Driver's License (CDL) and perform safety-sensitive functions in all agencies where the Union is the bargaining agent. This Agreement will apply to employees starting January 1, 1996. 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. Term of Agreement

This Agreement starts upon execution and ends June 30, 2003, except as otherwise noted.

Section 3. Payment for Testing

Agencies 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/college, which the employee signs, the university/college will pay for the first six followup tests required by the certified substance abuse professional.

Section 4. Pre-employment Testing

A pre-employment drug test will be conducted under the following conditions, except where conditions listed in Part 382.301 (b) (c) are met:

- a. New hire to the agency, 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 5. Consequences of Positive Tests

When a university/college receives notice of an employee's positive test, the university college will take one or more of the following actions in addition to removing the employee from safety-sensitive functions:

a. Random, Reasonable Suspicion, and Pre-employment Tests

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/college 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. Post-Accident, Follow-up, and Return-to-Duty Testing

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 Part 382.505 as it applies to alcohol test results of 0.02 to 0.039.

The parties acknowledge that the university/college, at its own discretion, may decide to offer a last chance agreement to an employee as an alternative to termination. However, nothing in the Collective Bargaining Agreement or this Agreement shall preclude the university/college 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

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 6. Use of Leaves

- a. An employee will be granted university/college 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/college 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 7. Refusal to Test

An employee will be terminated pursuant to the requirements of the Agreement.

Section 8. 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 9. 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/college 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/college will require that the employee take a return-to-duty test. If the test is negative, the person will be hired. If the alcohol test is positive, the employee will notify the university/college that he/she is exercising his/her one right of refusal under the Agreement and will continue on the 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/college will require that the person take a return-to-duty test. If the test is negative, the person will be hired. If the test is positive, the person will be denied the position and can reapply under reemployment conditions.

Section 10. Employees Authorized to Require Reasonable Suspicion Testing

In addition to supervisors, an OPEU-represented employee may be assigned to require reasonable suspicion testing of an employee only when:

1. The employee has been formally assigned in writing to perform the responsibilities of a management service position, and,
2. The employee has been trained to determine "reasonable suspicion" in accordance with the Federal regulations covering alcohol and drug testing for commercial drivers.

Section 11. Requested Written Information

1. Upon request of the affected employee or Union representative, the university/college will provide to the affected employee or Union representative written verification of a positive drug test after the university/college receives such written verification of a positive drug test.
2. The number of random drug tests conducted and the number of positive drug tests will be sent to the Union on a quarterly basis.
3. Upon the Union's written request, the university/college will obtain from the State Contractor, the location of prior random drug testing for the previous calendar quarter for the university/college for which the Union seeks such information. The Union shall pay any costs associated with obtaining the information requested by the Union.

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 Oregon Public Employees Union, SEIU Local 503, 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 \$1.00 for each meal provided by the Employer at their work site during regularly scheduled shifts. 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 is 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 agencies 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, 2003.

**OUS/OPEU
MONTHLY SALARY SCHEDULE
DECEMBER 1, 1999**

SALARY RANGE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
5	1165	1210	1263	1308	1360	1414	1476	1536
5B					1360	1414	1476	1536
6	1210	1263	1308	1360	1414	1476	1536	1594
7	1263	1308	1360	1414	1476	1536	1594	1662
8	1308	1347	1400	1466	1532	1593	1662	1735
8B					1532	1593	1662	1735
9	1347	1400	1466	1532	1593	1662	1735	1816
10	1400	1466	1532	1593	1662	1735	1816	1882
11	1466	1532	1593	1662	1735	1816	1882	1974
11B					1735	1816	1882	1974
12	1532	1593	1662	1735	1816	1882	1974	2060
12B					1816	1882	1974	2060
13	1593	1662	1735	1816	1882	1974	2060	2164
13B					1882	1974	2060	2164
14	1662	1735	1816	1882	1974	2060	2164	2267
14B					1974	2060	2164	2267
15	1735	1816	1882	1974	2060	2164	2267	2375
15B					2060	2164	2267	2375
16	1816	1882	1974	2060	2164	2267	2375	2484
16B					2164	2267	2375	2484
17	1882	1974	2060	2164	2267	2375	2484	2605

17B					2267	2375	2484	2605
17T					2342	2455	2571	2697
18	1974	2060	2164	2267	2375	2484	2605	2728
18B					2375	2484	2605	2728
18T					2455	2571	2697	2828
19	2060	2164	2267	2375	2484	2605	2728	2857
19B					2484	2605	2728	2857
19T					2571	2697	2825	2956
20	2164	2267	2375	2484	2605	2728	2857	2994
20B					2605	2728	2857	2994
21	2267	2375	2484	2605	2728	2857	2994	3144
21I	1802							3286
21T					2825	2956	3098	3253
22	2375	2484	2605	2728	2857	2994	3144	3293
22B					2857	2994	3144	3293
23	2484	2605	2728	2857	2994	3144	3293	3451
23B					2994	3144	3293	3451
24	2605	2728	2857	2994	3144	3293	3451	3616
24T					3241	3392	3555	3742
25	2728	2857	2994	3144	3293	3451	3616	3794
25T					3392	3570	3742	3925
26	2857	2994	3144	3293	3451	3616	3794	3980
26I	1936							4145
27	2994	3144	3293	3451	3616	3794	3980	4177
28	3144	3293	3451	3616	3794	3980	4177	4376
28I	1805							4495
29	3293	3451	3616	3794	3980	4177	4376	4592
30	3451	3616	3794	3980	4177	4376	4592	4813
31	3616	3794	3980	4177	4376	4592	4813	5050
32	3794	3980	4177	4376	4592	4813	5050	5296
32I	2223							5460
33	3980	4177	4376	4592	4813	5050	5296	5558
34	4177	4376	4592	4813	5050	5296	5558	5824
34I	2441							5961

"B" Rates are the four top steps of a regular salary range.

"I" OUS and OPEU negotiated broad pay ranges for Information Technology positions. Article 21 and 69 contain a complete description of the program.

"T" Four-step ranges that have steps between regular salary ranges.

\$38.incr

Last Updated on 01/26/00

**OUS/OPEU
MONTHLY SALARY SCHEDULE
JANUARY 2001, rounded, 2.5%**

SALARY RANGE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
5	1194	1240	1295	1341	1394	1449	1513	1574
5B					1394	1449	1513	1574
6	1240	1295	1341	1394	1449	1513	1574	1634
7	1295	1341	1394	1449	1513	1574	1634	1704
8	1341	1381	1435	1503	1570	1633	1704	1778
8B					1570	1633	1704	1778
9	1381	1435	1503	1570	1633	1704	1778	1861
10	1435	1503	1570	1633	1704	1778	1861	1929
11	1503	1570	1633	1704	1778	1861	1929	2023
11B					1778	1861	1929	2023
12	1570	1633	1704	1778	1861	1929	2023	2112
12B					1861	1929	2023	2112
13	1633	1704	1778	1861	1929	2023	2112	2218
13B					1929	2023	2112	2218
14	1704	1778	1861	1929	2023	2112	2218	2324
14B					2023	2112	2218	2324
15	1778	1861	1929	2023	2112	2218	2324	2434
15B					2112	2218	2324	2434
16	1861	1929	2023	2112	2218	2324	2434	2546
16B					2218	2324	2434	2546
17	1929	2023	2112	2218	2324	2434	2546	2670
17B					2324	2434	2546	2670
17T					2401	2516	2635	2764
18	2023	2112	2218	2324	2434	2546	2670	2796
18B					2434	2546	2670	2796
18T					2516	2635	2764	2899

19	2112	2218	2324	2434	2546	2670	2796	2928
19B					2546	2670	2796	2928
19T					2635	2764	2896	3030
20	2218	2324	2434	2546	2670	2796	2928	3069
20B					2670	2796	2928	3069
21	2324	2434	2546	2670	2796	2928	3069	3223
21I	1847							3368
21T					2896	3030	3175	3334
22	2434	2546	2670	2796	2928	3069	3223	3375
22B					2928	3069	3223	3375
23	2546	2670	2796	2928	3069	3223	3375	3537
23B					3069	3223	3375	3537
24	2670	2796	2928	3069	3223	3375	3537	3706
24T					3322	3477	3644	3836
25	2796	2928	3069	3223	3375	3537	3706	3889
25T					3477	3659	3836	4023
26	2928	3069	3223	3375	3537	3706	3889	4080
26I	1984							4249
27	3069	3223	3375	3537	3706	3889	4080	4281
28	3223	3375	3537	3706	3889	4080	4281	4485
28I	1850							4607
29	3375	3537	3706	3889	4080	4281	4485	4707
30	3537	3706	3889	4080	4281	4485	4707	4933
31	3706	3889	4080	4281	4485	4707	4933	5176
32	3889	4080	4281	4485	4707	4933	5176	5428
32I	2279							5597
33	4080	4281	4485	4707	4933	5176	5428	5697
34	4281	4485	4707	4933	5176	5428	5697	5970
34I	2502							6110

"B" Rates are the four top steps of a regular salary range.

"I" OUS and OPEU negotiated broad pay ranges for Information Technology positions. Article 21 and 69 contain a complete description of the program.

"T" Four-step ranges that have steps between regular salary ranges.

2.5%.incr

Last Updated on 01/26/00

**OUS/OPEU
MONTHLY SALARY SCHEDULE
OCTOBER 1, 1999**

SALARY RANGE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
5	1127	1172	1225	1270	1322	1376	1438	1498
5B					1322	1376	1438	1498
6	1172	1225	1270	1322	1376	1438	1498	1556
7	1225	1270	1322	1376	1438	1498	1556	1624
8	1270	1309	1362	1428	1494	1555	1624	1778
8B					1494	1555	1624	1697
9	1309	1362	1428	1494	1555	1624	1697	1778
10	1362	1428	1494	1555	1624	1697	1778	1844
11	1428	1494	1555	1624	1697	1778	1844	1936
11B					1697	1778	1844	1936
12	1494	1555	1624	1697	1778	1844	1936	2022
12B					1778	1844	1936	2022
13	1555	1624	1697	1778	1844	1936	2022	2126
13B					1844	1936	2022	2126
14	1624	1697	1778	1844	1936	2022	2126	2229
14B					1936	2022	2126	2229
15	1697	1778	1844	1936	2022	2126	2229	2337
15B					2022	2126	2229	2337
16	1778	1844	1936	2022	2126	2229	2337	2446
16B					2126	2229	2337	2446
17	1844	1936	2022	2126	2229	2337	2446	2567
17B					2229	2337	2446	2567
17T					2304	2417	2533	2659
18	1936	2022	2126	2229	2337	2446	2567	2690
18B					2337	2446	2567	2690
18T					2417	2533	2659	2790
19	2022	2126	2229	2337	2446	2567	2690	2819
19B					2446	2567	2690	2819
19T					2533	2659	2787	2918
20	2126	2229	2337	2446	2567	2690	2819	2956
20B					2567	2690	2819	2956
21	2229	2337	2446	2567	2690	2819	2956	3106

21T					2787	2918	3060	3215
22	2337	2446	2567	2690	2819	2956	3106	3255
22B					2819	2956	3106	3255
23	2446	2567	2690	2819	2956	3106	3255	3413
23B					2956	3106	3255	3413
24	2567	2690	2819	2956	3106	3255	3413	3578
24T					3203	3354	3517	3704
25	2690	2819	2956	3106	3255	3413	3578	3756
25T					3354	3532	3704	3887
26	2819	2956	3106	3255	3413	3578	3756	3942
27	2956	3106	3255	3413	3578	3756	3942	4139
28	3106	3255	3413	3578	3756	3942	4139	4338
29	3255	3413	3578	3756	3942	4139	4338	4554
30	3413	3578	3756	3942	4139	4338	4554	4775
31	3578	3756	3942	4139	4338	4554	4775	5012
32	3756	3942	4139	4338	4554	4775	5012	5258
33	3942	4139	4338	4554	4775	5012	5258	5520
34	4139	4338	4554	4775	5012	5258	5520	5786

"B" Rates are the four top steps of a regular salary range.

"I" OUS and OPEU negotiated broad pay ranges for Information Technology positions. Article 21 and 69 contain a complete description of the program.

"T" Four-step ranges that have steps between regular salary ranges.

2%.incr

Last Updated on 01/26/00

Classification Number: 4511

ABLE MARINER

SALARY RANGE

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Salary Range 13	\$1633	\$1704	\$1778	\$1861	\$1929	\$2023	\$2112	\$2218

GENERAL DESCRIPTION OF CLASS

The ABLE MARINER performs a variety of routine, deck, and nonengineer duties aboard a vessel used in marine research operations.

DISTINGUISHING FEATURES

This is the second level of a three-level series. This class is distinguished from the lower Ordinary Mariner level by its responsibility for performing skilled deck and nonengineering duties on board the vessel. This level is distinguished from the upper level Boatswain by the absence of responsibility for planning, scheduling, and assigning work to subordinates.

DUTIES AND RESPONSIBILITIES

1. **Vessel Maintenance.** Typical tasks: cleans, paints, and maintains ship's hull, decks, bulkheads, equipment, masts, quarters, heads, and tanks; assists in mooring and unmooring the vessel; assists in rigging and handling scientific gear; loads and unloads equipment and stores; assists in fire fighting and maintenance of firefighting equipment.
2. **Hatch Standing.** Typical tasks: stands watch as helmsman, visual and radar lookout and/or winch operator at sea; stands security watch in ports other than home port; stands watch as assigned for a specific period of time.
3. **Equipment Operation.** Typical tasks: operates shipboard deck equipment such as winches, crane, boat, davits, anchor windlass, and capstan during research work at sea; operates ship's equipment such as cranes and winches while in ports to load and unload supplies and equipment; assists in shipboard operations as required during research work such as data collection.

RELATIONSHIPS WITH OTHERS

Employees in this class have no contact with individuals outside of the work unit. Assignments are received from shipboard personnel and work is performed on the vessel.

SUPERVISION RECEIVED

Employees in this class receive close supervision from a supervisory level mariner. Assigned work is reviewed periodically for completeness and conformance to established rules, regulations, and guidelines.

GENERAL INFORMATION

Positions in this class are found on ships conducting research at sea for extended periods of time. They require the willingness to work within the environment associated with the position's location.

MINIMUM QUALIFICATIONS

Possession of a Merchant Mariner's Document with an endorsement of Able Seaman, Any Waters-Unlimited issued by the U.S. Coast Guard.

Classification Number: 2205

ARCHIVIST

SALARY RANGE

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Salary Range 19	\$2112	\$2218	\$2324	\$2434	\$2546	\$2670	\$2796	\$2928

GENERAL DESCRIPTION OF CLASS

The ARCHIVIST collects, evaluates, arranges, describes, and preserves archival records, researches and provides reference services of those records, and consults with the Agency and/or other State and local government agencies on records management.

DISTINGUISHING FEATURES

This is the second level of a two-level series. Employees at this level independently perform the full range of archival work.

DUTIES AND RESPONSIBILITIES

The duties listed below are not inclusive but characteristic of the type and level of work associated with this class. Individual positions may perform all or some combination of the duties listed below as well as other related duties.

1. **Records Processing.** Accessions Agency or other State and local government records by evaluating the nature, scope and original order of the records, the history, functions and types of materials, their relationship to previous accessions and continuity with existing arrangements of similar records. Appraise records for administrative, legal, fiscal, and research value.

Determines disposition of records, including permanent or temporary storage, appropriate method to preserve documents, or destruction.

Arranges, sorts and categorizes records according to archival principles. Prepare document descriptions and reference aids (e.g., subject guides and accession registers) for use in locating records.

2. **Reference and Research Services.** Discusses research projects with service users to determine relevant resources. Explains research techniques, service fees, and use of reference aids and equipment. Refers users to other sources for collateral information.

Researches archival records upon request or as part of a research project, reports findings and provides copies of records, as necessary. Prepares guides to archival information. Oversees use of archival records to prevent loss or damage. Completes records use slips and prepares bills and receipts for services.

3. **Records Management** Develops general and special records retention schedules for legal

approval of the State Archivist. Assists the Agency or other State and local government agencies in developing agency specific retention schedules. Advises agencies on proper systems for managing and maintaining agency records, utilizing and implementing retention and disposition schedules, records storage and retrieval, forms design and control, and proper methods of preserving or disposition of records.

Explains archival procedures and State and Federal public records requirements and confidentiality laws to agency staff. Reviews requests for legal disposition of records and arranges for transmittal to the State Archives. Resolves problems related to records disposition, transmittal of or access to records of the Archives.

Inventories and describes records in the custody of State and local government agencies as part of a comprehensive records management project.

4. **Public Information Programs.** Participates in outreach and public information programs for state and local government agencies and the public. Writes or prepares portions of newsletters, brochures, educational materials, audio-visual programs and exhibits. Develops and presents portions of workshops and seminars.
5. **Miscellaneous.** Edits guides and publications. Verifies the accuracy of data and results in constructing automated records processing data bases. Provides guidance and technical assistance to entry-level archivists and clerical staff.

RELATIONSHIPS WITH OTHERS

Employees in this class have regular contact in person, by telephone, and in writing with the general public and employees of government agencies, scholars, genealogists, other archivists, or historic depositories to answer research requests, locate and provide records from the Archives, suggest alternative reference resources, and in preparing and presenting portions of educational outreach programs. Employees also have contact in person, by telephone and in writing with State and local government agency heads, managers, and designated records officers on a regular basis to provide technical assistance and advice in laws, rules, and professional practices related to records processing and records management.

SUPERVISION RECEIVED

Employees in this class receive general supervision from an archives manager or other administrative superior who assigns work and reviews completed work for results, accuracy and appropriateness of recommendations.

State and Federal laws, administrative rules, and professional manuals published by the Society of American Archivists along with guides and manuals published by archives agencies of other states are applied in activities related to records processing, records management, research and reference, and educational outreach programs.

GENERAL INFORMATION

Some positions in this class may require the willingness to work in an environment which may be poorly lit, damp, musty, dusty, or dirty. Some positions may require lifting boxes weighing up to 30 pounds and some positions may also require regular travel, including overnight or extended trips.

MINIMUM QUALIFICATIONS

- a Bachelor's degree with courses (30 quarter or 20 semester hours) in social research, public administration, history, political science, or closely related field; **OR**
- two years of college-level courses **and** two years technical or research experience in archives; **OR**
- four years of technical experience in archives involving automated archival systems including

- methods for automated archival storage and retrieval; **OR**
- an equivalent combination of archives training and technical experience.

Human Resources

Classification Specifications

Title Number Salary

Class Title	Class Number	Salary Range
ABLE MARINER	4511	13
ACCOUNTANT 1	1202	21
ACCOUNTANT 2	1203	23
ACCOUNTING TECHNICIAN	0201	15
ADMINISTRATIVE PROGRAM ASSISTANT	0107	17
ADMINISTRATIVE PROGRAM SPECIALIST	0108	19
ANALYST PROGRAMMER	1464	34I
ARCHITECTURAL CONSULTANT	3615	27
ARCHITECTURAL DRAFTER 1	3150	16
ARCHITECTURAL DRAFTER 2	3151	18
ARCHIVIST	2205	19
ARTIST'S MODEL	2394	5B
ASSISTANT PORT ENGINEER	4535	22
ATHLETIC EQUIPMENT COORDINATOR	0715	15B
AUDIO VISUAL ASSISTANT	2190	10
AUDIO VISUAL TECHNICIAN 1	2191	12
AUDIO VISUAL TECHNICIAN 2	2192	15

<u>AUDIO/VIDEO REPAIR TECHNICIAN</u>	2195	18B
<u>AUTOMOTIVE MECHANIC 1</u>	4410	12B
<u>AUTOMOTIVE MECHANIC 2</u>	4411	16B
<u>BAKER</u>	9110	16
<u>BINDERY ASSISTANT</u>	2411	10
<u>BIOLOGICAL SCIENCES RESEARCH TECHNICIAN 1</u>	8113	12
<u>BIOLOGICAL SCIENCES RESEARCH TECHNICIAN 2</u>	8114	14
<u>BIOLOGICAL SCIENCES RESEARCH TECHNICIAN 3</u>	8115	16
<u>BIOLOGICAL SCIENCES RESEARCH WORKER</u>	8110	10
<u>BOAT OPERATOR</u>	4515	15B
<u>BOATSWAIN</u>	4512	15
<u>BODY/FENDER REPAIR WORKER</u>	4413	17B
<u>BROADCAST/TELECOMMUNICATIONS ENGINEER 1</u>	2162	21
<u>BROADCAST/TELECOMMUNICATIONS ENGINEER 2</u>	2163	23
<u>BUDGET ANALYST</u>	1142	26
<u>BUYER 1</u>	0792	18
<u>BUYER 2</u>	0793	20
<u>BUYER 3</u>	0794	23
<u>CAMPUS DISPATCHER</u>	0312	13
<u>CAMPUS PATROL OFFICER</u>	5520	11
<u>CAMPUS SECURITY/PUBLIC SAFETY OFFICER</u>	5522	14
<u>CARPENTER</u>	4207	19B
<u>CARTOGRAPHER 1</u>	3116	13
<u>CARTOGRAPHER 2</u>	3117	17
<u>CARTOGRAPHER 3</u>	3118	19
<u>CARTOGRAPHIC ASSISTANT</u>	3115	11
<u>CARTOGRAPHIC PROGRAM SPECIALIST</u>	3121	21
<u>CASHIER 1</u>	0230	9

<u>CASHIER 2</u>	0231	12
<u>CHARGE NURSE</u>	6223	27
<u>CHEMIST 1</u>	3715	21
<u>CHEMIST 2</u>	3716	23
<u>CHEMIST 3</u>	3717	25
<u>CO-GENERATION ENGINEER</u>	4251	22
<u>COMMUNICATIONS TECHNICIAN</u>	2172	20B
<u>CONSTRUCTION INSPECTOR</u>	5310	22B
<u>CONSTRUCTION PROJECT MANAGER 1</u>	4270	23
<u>CONSTRUCTION PROJECT MANAGER 2</u>	4271	26
<u>COOK 1</u>	9116	12
<u>COOK 2</u>	9117	16
<u>CUSTODIAL SERVICES COORDINATOR</u>	4103	13
<u>CUSTODIAN</u>	4101	9
<u>DAY CARE CENTER COOK</u>	9114	12
<u>DENTAL ASSISTANT 1</u>	6390	9
<u>DENTAL ASSISTANT 2</u>	6391	13
<u>DENTAL HYGIENIST</u>	6396	22
<u>DEVELOPMENT ENGINEER</u>	3213	26
<u>EARLY CHILDHOOD ASSISTANT</u>	2316	9
<u>EARLY CHILDHOOD ASSOCIATE TEACHER</u>	2315	15
<u>EDITOR ASSISTANT</u>	2145	15
<u>EDITOR</u>	2146	18
<u>EDUCATION PROGRAM ASSISTANT</u>	2312	13
<u>EDUCATION PROGRAM SPECIALIST</u>	2313	31
<u>EDUCATION PROJECT ASSISTANT</u>	2309	11
<u>ELECTRICAL/CONTROL SYSTEMS TECHNICIAN</u>	4248	25T
<u>ELECTRICIAN</u>	4213	24T

<u>ELECTRONIC TECHNICIAN 1</u>	4335	14B
<u>ELECTRONIC TECHNICIAN 2</u>	4336	17B
<u>ELEVATOR MECHANIC</u>	4475	26
<u>ENGINEERING TECHNICIAN 1</u>	3109	15
<u>ENGINEERING TECHNICIAN 2</u>	3110	17
<u>ENGINEERING TECHNICIAN 3</u>	3111	19
<u>ENVIRONMENTAL HEALTH AND SAFETY TECHNOLOGIST</u>	3815	22
<u>ENVIRONMENTAL HEALTH SPECIALIST 1</u>	3817	18
<u>ENVIRONMENTAL HEALTH SPECIALIST 2</u>	3818	22
<u>ENVIRONMENTAL HEALTH SPECIALIST 3</u>	3819	24
<u>EQUIPMENT OPERATOR 1</u>	4420	13B
<u>EQUIPMENT OPERATOR 2</u>	4421	15B
<u>EQUIPMENT SYSTEMS SPECIALIST</u>	1461	26I
<u>EXECUTIVE SUPPORT SPECIALIST 1</u>	0118	17
<u>EXECUTIVE SUPPORT SPECIALIST 2</u>	0119	19
<u>FACILITIES ENGINEER 1</u>	3251	27
<u>FACILITIES ENGINEER 2</u>	3252	30
<u>FACILITIES ENGINEER 3</u>	3253	32
<u>FISCAL AUDITOR 1</u>	5641	23
<u>FISCAL AUDITOR 2</u>	5642	26
<u>FISCAL COORDINATOR 1</u>	1205	23
<u>FISCAL COORDINATOR 2</u>	1207	27
<u>FOOD SERVICE COORDINATOR</u>	9103	17
<u>FOOD SERVICE WORKER 1</u>	9100	6
<u>FOOD SERVICE WORKER 2</u>	9101	8
<u>FOOD SERVICE WORKER 3</u>	9102	12
<u>GENERAL MAINTENANCE MECHANIC</u>	4409	18B

<u>GOVERNMENTAL AUDITOR - ENTRY</u>	5645	18
<u>GOVERNMENTAL AUDITOR 1</u>	5646	23
<u>GOVERNMENTAL AUDITOR 2</u>	5647	26
<u>GOVERNMENTAL AUDITOR 3</u>	5648	29
<u>GRANTS/CONTRACTS COORDINATOR</u>	0430	24
<u>GRANTS/CONTRACTS TECHNICIAN</u>	0202	17
<u>GRAPHIC ARTIST 1</u>	2510	15
<u>GRAPHIC ARTIST 2</u>	2511	18
<u>GRAPHIC ARTIST 3</u>	2512	21
<u>GROUNDS MAINTENANCE WORKER 1</u>	4109	14
<u>GROUNDS MAINTENANCE WORKER 2</u>	4110	16
<u>HEALTH PHYSICIST</u>	3455	29
<u>HISTOTECHNOLOGIST</u>	6840	19
<u>HORTICULTURIST</u>	8145	23
<u>HVAC CONTROL TECHNICIAN</u>	4112	19B
<u>INDUSTRIAL HYGIENIST 1</u>	5705	18
<u>INDUSTRIAL HYGIENIST 2</u>	5706	23
<u>INDUSTRIAL HYGIENIST 3</u>	5707	25
<u>INDUSTRIAL HYGIENIST 4</u>	5708	27
<u>INFORMATION TECHNOLOGY CONSULTANT</u>	1462	28I
<u>INSTRUMENT TECHNICIAN 1-ELECTR</u>	3170	17
<u>INSTRUMENT TECHNICIAN 1-MECH</u>	3160	17
<u>INSTRUMENT TECHNICIAN 2-ELECTR</u>	3171	19
<u>INSTRUMENT TECHNICIAN 2-MECH</u>	3161	19
<u>INSTRUMENT TECHNICIAN 3-ELECTR</u>	3172	21
<u>INSTRUMENT TECHNICIAN 3-MECH</u>	3162	21
<u>INSTRUMENT TECHNOLOGIST-ELECTR</u>	3173	23B
<u>INSTRUMENT TECHNOLOGIST-MECH</u>	3163	23

<u>INVENTORY CONTROL SPECIALIST</u>	0709	16
<u>ISSUING AGENT</u>	0714	9
<u>LABORATORY AIDE</u>	6805	9
<u>LABORATORY ANIMAL TECHNICIAN 1</u>	6880	10
<u>LABORATORY ANIMAL TECHNICIAN 2</u>	6881	13
<u>LABORATORY ASSISTANT</u>	6807	12
<u>LABORATORY TECHNICIAN 1</u>	6810	15
<u>LABORATORY TECHNICIAN 2</u>	6811	19
<u>LABORER 1</u>	4115	11
<u>LABORER 2</u>	4116	14
<u>LAUNDRY WORKER</u>	9210	7
<u>LIBRARIAN 1</u>	2215	17
<u>LIBRARIAN 2</u>	2216	18
<u>LIBRARIAN 3</u>	2217	23
<u>LIBRARIAN 4</u>	2218	26
<u>LIBRARY TECHNICIAN 1</u>	0300	11
<u>LIBRARY TECHNICIAN 2</u>	0301	13
<u>LIBRARY TECHNICIAN 3</u>	0302	17
<u>LICENSED PHYSICAL THERAPY ASSISTANT</u>	6502	17
<u>LICENSED PRACTICAL NURSE</u>	6135	16
<u>LIMITED ENERGY ELECTRICIAN</u>	4231	16
<u>LOCKSMITH</u>	4227	16B
<u>MACHINIST</u>	4215	19B
<u>MAIL SERVICES ASSISTANT</u>	0405	8
<u>MAINTENANCE ELECTRICIAN</u>	4204	17T
<u>MAINTENANCE LABORER COORDINATOR</u>	4118	17
<u>MANAGEMENT ANALYST 1</u>	1180	19
<u>MANAGEMENT ANALYST 2</u>	1181	23

<u>MANAGEMENT ANALYST 3</u>	1182	26
<u>MATERIALS CONTROLLER</u>	3140	14
<u>MEDICAL AIDE</u>	6107	12
<u>MEDICAL LABORATORY TECH 1</u>	6820	15
<u>MEDICAL LABORATORY TECH 2</u>	6821	18
<u>MEDICAL LABORATORY TECHNOLOGIST</u>	6823	23
<u>MEDICAL RECORD SPECIALIST</u>	0015	15
<u>MEDICAL TRANSCRIPTIONIST 2</u>	0011	14
<u>MICROBIOLOGIST 1</u>	3779	23
<u>MICROBIOLOGIST 2</u>	3780	25
<u>MICROBIOLOGIST 3</u>	3781	27
<u>MID-LEVEL MEDICAL PRACTITIONER</u>	6258	30
<u>MUSEUM ASSISTANT</u>	2121	12
<u>MUSEUM TECHNICIAN</u>	4295	14
<u>NECROPSY ASSISTANT</u>	6435	16
<u>NEWSPAPER N/SHIFT PROD COORDINATOR</u>	2430	17
<u>NUCLEAR REACTOR OPERATOR</u>	3750	16
<u>NURSE PRACTITIONER</u>	6255	29
<u>NUTRITION CONSULTANT</u>	5955	25
<u>NUTRITION EDUCATION ASSISTANT</u>	6640	11
<u>NUTRITION EDUCATION COORDINATOR</u>	6642	13
<u>OFFICE ASSISTANT</u>	0102	9
<u>OFFICE SPECIALIST 1</u>	0103	12
<u>OFFICE SPECIALIST 2</u>	0104	15
<u>OFFSET PRESS OPERATOR 1</u>	2447	12
<u>OFFSET PRESS OPERATOR 2</u>	2448	13
<u>OFFSET PRESS OPERATOR 3</u>	2449	15
<u>OPERATING SYSTEM/NETWORK ANALYST</u>	1463	32I

<u>OPERATIONS SPECIALIST</u>	1460	21I
<u>ORDINARY MARINER</u>	4510	9
<u>PAINTER</u>	4209	18B
<u>PARALEGAL 1</u>	1523	15
<u>PARALEGAL 2</u>	1524	19
<u>PARALEGAL 3</u>	1525	22
<u>PARALEGAL SPECIALIST</u>	1526	24
<u>PARKING SERVICES REPRESENTATIVE</u>	5550	11
<u>PARTS SUPPLY SPECIALIST 1</u>	0775	10
<u>PARTS SUPPLY SPECIALIST 2</u>	0776	14
<u>PARTS SUPPLY SPECIALIST 3</u>	0777	16
<u>PAYROLL ASSISTANT</u>	0204	13
<u>PAYROLL TECHNICIAN</u>	0205	15
<u>PHARMACIST</u>	6260	29
<u>PHOTOCOMPOSITION SPECIALIST</u>	2460	15
<u>PHOTOGRAPHER 1</u>	2546	13B
<u>PHOTOGRAPHER 2</u>	2547	15B
<u>PHYSICAL THERAPIST</u>	6503	26
<u>PIPE AND STEAM FITTER</u>	4245	19T
<u>PLASTERER</u>	4221	18B
<u>PLUMBER</u>	4211	19T
<u>PREVENTATIVE MAINTENANCE PLANNER</u>	3142	18
<u>PRINT SERVICES TECHNICIAN</u>	2477	16
<u>PRINTING PRODUCTION COORDINATOR</u>	2475	23
<u>PRODUCTION CONTROL SCHEDULER 1</u>	1470	13
<u>PRODUCTION CONTROL SCHEDULER 2</u>	1471	15
<u>PROGRAM REPRESENTATIVE 1</u>	0816	22
<u>PROGRAM REPRESENTATIVE 2</u>	0817	26

<u>PROGRAM TECHNICIAN 1</u>	0812	23
<u>PROGRAM TECHNICIAN 2</u>	0813	27
<u>PROJECT COORDINATOR</u>	0810	26
<u>PROOFREADER</u>	0125	10
<u>PROPERTY SPECIALIST 1</u>	0705	12
<u>PROPERTY SPECIALIST 2</u>	0706	14
<u>PROPERTY SPECIALIST 3</u>	0707	16
<u>PSYCHOMETRICIAN</u>	6298	16
<u>PUBLIC INFORMATION ASSISTANT</u>	2110	17
<u>PUBLIC INFORMATION REPRESENTATIVE 1</u>	2111	21
<u>PUBLIC INFORMATION REPRESENTATIVE 2</u>	2112	25
<u>PUBLIC SERVICE REPRESENTATIVE</u>	0324	19
<u>PUBLICATIONS EDITOR</u>	2147	21
<u>PURCHASING AGENT 1</u>	0796	18
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<u>PURCHASING ANALYST 1</u>	0767	21
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<u>RADIATION PROTECTION TECHNOLOGIST 1</u>	3450	19
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<u>RADIO/TV COMMUNICATIONS TECH</u>	2182	17
<u>RADIOLOGIC TECHNOLOGIST 1</u>	6347	17
<u>RADIOLOGIC TECHNOLOGIST 2</u>	6348	20
<u>REFRIGERATION MECHANIC</u>	4470	20B
<u>REGISTERED NURSE 1</u>	6224	25
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<u>RESEARCH ANALYST 1</u>	1115	17
<u>RESEARCH ANALYST 2</u>	1116	21
<u>RESEARCH ANALYST 3</u>	1117	26
<u>RESEARCH ANALYST 4</u>	1118	29
<u>RETAIL STORE ASSISTANT</u>	0744	11
<u>REVENUE AGENT 1</u>	5110	16
<u>REVENUE AGENT 2</u>	5111	18
<u>REVENUE AGENT 3</u>	5112	20
<u>SCIENCE LABORATORY PREPARATOR</u>	6870	20
<u>SCIENCE STOREKEEPER</u>	0711	16
<u>SCIENCE/TECHNICAL EDITOR</u>	2150	21
<u>SCIENTIFIC INSTRUMENT TECHNICIAN 1</u>	4338	19T
<u>SCIENTIFIC INSTRUMENT TECHNICIAN 2</u>	4339	21T
<u>SEED ANALYST - ENTRY</u>	8104	8
<u>SEED ANALYST 1</u>	8105	12
<u>SEED ANALYST 2</u>	8106	15
<u>SEED CERTIFICATION AIDE</u>	8101	10
<u>SENIOR NUCLEAR REACTOR OPERATOR</u>	3751	22
<u>SHEETMETAL WORKER</u>	4225	18B
<u>SHIP'S 1ST ASSISTANT ENGINEER</u>	4546	24
<u>SHIP'S 2ND ASSISTANT ENGINEER</u>	4545	18
<u>SHIP'S ASSISTANT COOK</u>	4500	8B
<u>SHIP'S CHIEF ENGINEER</u>	4547	29
<u>SHIP'S COOK</u>	4501	17B
<u>SHIP'S ELECTRICIAN</u>	4520	18B
<u>SHIP'S FIRST MATE</u>	4527	23
<u>SHIP'S SECOND MATE</u>	4526	20
<u>SHIP'S THIRD MATE</u>	4525	15

<u>SOCIAL SERVICES SPECIALIST 1</u>	6612	24
<u>SOCIAL SERVICES SPECIALIST 2</u>	6613	26
<u>STAFF GEOLOGIST</u>	3525	18
<u>STAFF NURSE</u>	6222	25
<u>STAGE PRODUCTION COORDINATOR</u>	2392	15
<u>STATIONARY BOILER OPERATOR</u>	4250	17T
<u>STATIONARY ENGINEER</u>	4249	20
<u>TEACHING ASSISTANT</u>	2302	13
<u>TELECOMMUNICATIONS ANALYST 1</u>	1494	21
<u>TELECOMMUNICATIONS ANALYST 2</u>	1495	24
<u>TELECOMMUNICATIONS TECHNICIAN 1</u>	1491	20
<u>TELECOMMUNICATIO S TECHNICIAN 2</u>	1493	23
<u>THERAPY AIDE</u>	6500	11
<u>TRADES/MAINTENANCE COORDINATOR</u>	4123	21T
<u>TRADES/MAINTENANCE WORKER 1</u>	4120	13
<u>TRADES/MAINTENANCE WORKER 2</u>	4121	17
<u>TRAINING SPECIALIST</u>	1332	26
<u>TRANSPORTER</u>	4403	11B
<u>TYPESETTER</u>	2456	15
<u>UNIVERSITY DEVELOPMENT PROJECT COORDINATOR 1</u>	2140	21
<u>UNIVERSITY DEVELOPMENT PROJECT COORDINATOR 2</u>	2142	23
<u>VET ANIMAL ATTENDANT</u>	6411	12
<u>VET ISOLATION FAC ANIMAL ATTENDANT</u>	6885	14B
<u>VETERINARY TECHNICIAN 1</u>	6420	10
<u>VETERINARY TECHNICIAN 2</u>	6421	13
<u>VETERINARY TECHNICIAN 3</u>	6422	17
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<u>WAREHOUSE COORDINATOR</u>	4142	15
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<u>WELDER</u>	4223	18T
<u>WORD PROCESSING TECHNICIAN 1</u>	0530	11
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Human Resources Division

Oregon University System/Oregon Public Employee Union

OREGON UNIVERSITY SYSTEM	FOR THE OREGON PUBLIC EMPLOYEES UNION, Local 503, Service Employees International Union, AFL-CIO, CLC
<hr/> William Anslow Vice Chancellor for Finance and Administration	<hr/> Nancy Padilla, President
<hr/> Joe Sicotte Associate Vice Chancellor Human Resources	<hr/> Alice Dale, Executive Director
<hr/> Judy Vandenburg Western Oregon University	<hr/> Terry Cavanagh, Bargaining Spokesperson
<hr/> Mark Zunich University of Oregon	<hr/> Paul McKenna, Negotiator
<hr/> Edna Chun Portland State University	<hr/> Kathie Best, Bargaining Chairperson Oregon Institute of Technology

Ralph Rosa
Southern Oregon University

Carol Kroll
Eastern Oregon University

Dave Shaw
Oregon State University

Shelby Wilsdon
Oregon Institute of Technology

Bart Lewis
University of Oregon

Marc Nisenfeld
Portland State University

Jim Brobisky
Southern Oregon University

Angie Johnson
Eastern Oregon University

Melody Williams
Western Oregon University

Rod Davidson
Oregon State University

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