

overtime worked up to a maximum of one hundred twenty (120) hours.

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

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

**Section 5. Schedule Change.** When a change of work schedule is requested by an employee and approved by the university/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. 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 pursuant to Article 27-Travel Allowance, which is appropriate to the time of day the overtime was worked.

**(F) Scheduling.**

(1) Subject to operating requirements of the university/college, an employee shall have his/her choice of compensatory or exchange time off, except as noted in Section 7(F)(2) of this Article. If two (2) or more employees request the same period of time off and the matter cannot be resolved by agreement of the employees concerned, the employee having the greatest length of service within the university/college shall be granted the time off.

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

**ARTICLE 26 - STANDBY DUTY**

**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 11.02 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 10.3 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 - Increment 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 - Layoff.

**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 - Layoff.

**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 (2) years in good standing and is applying for a position in an equivalent or lower classification;

(D) The person is being transferred into an equivalent or lower classification within the university/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 twenty-four (24) months of the appointment.

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

(A) Expiration of application eligibility;

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

(C) The employee is found to lack the qualifications required for the classification, had used or attempted to use political pressure or bribery to secure an advantage in testing or appointment, had made false statements of any material fact or had practiced or attempted to practice deception or fraud in the application or test, or had some unique undesirable characteristic that removes the candidate from consideration for any or all positions in the university/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 - Layoff shall not be required to serve a new trial service.

**Section 2.** The trial service period is recognized as an extension of the selection process and is the time immediately following appointment 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 (12) 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 Article 18 - 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)** that those persons who accept a limited duration appointment who were formerly classified OUS employees are entitled to rights under the layoff procedure starting from the prior class within the new university/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**

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

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 Section 2 of this Article.

(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 - Insurance unless health insurance payments are mandated under the Family Medical Leave Act (FMLA).

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

(G) Employees 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 shall be eligible for a maximum of three (3) days paid bereavement leave arising from a death in the immediate family of the employee or the employee's spouse or domestic partner. For purposes of this Article "immediate family" shall include the parent, wife, husband, child, domestic partner, brother, sister, grandmother, grandfather, son-in-law, daughter-in-law, or another member of the immediate household. If necessary, an employee may request to use additional earned leave credits or if earned leave credits are not available, leave without pay, at the time of death of an immediate family member and such request shall not be unreasonably denied.

Leave, other than sick leave, may be granted to discharge additional customary obligations, arising from the death of an immediate family member.

## **ARTICLE 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 for those institutions that cease operations on that day. For those institutions that continue operations on November 11, Veteran's Day shall not be recognized as a paid holiday and Christmas Eve Day shall be recognized as a holiday in its place. Nothing in this Article shall limit an institution's discretion in deciding whether to operate or cease operations on Veterans' Day in future years. The Employer will notify the Union by July 1 if the holiday schedule for Veterans' Day changes.  
  
At universities/colleges that continue operations on Veterans' Day, employee requests to use accrued leave on Veterans' Day shall be granted absent operational requirements that require the employee to work on that day.
- (G) Thanksgiving Day 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(s).** In addition to the holidays specified in this Article, full-time employees shall receive eight (8) hours of paid leave. Part-time, seasonal and job share employees shall receive a prorated share of eight (8) hours of paid leave at their regular straight time rate of pay based upon the same percentage or fraction of month, as they are normally scheduled to work. Paid leave granted in this section, shall be accrued by all employees employed as of December 24 of each year. Employees may request the option of using this paid leave on the 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. However, the day must be used no later than June 30<sup>th</sup> of that fiscal year or it is forfeited and is not compensable.

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

(A) Full-time employees shall receive eight (8) hours of holiday pay, provided they are in pay status at least one-half (1/2) of the last 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 of this Article, he/she shall have release time the day of

attendance. Time spent in attendance and in travel to and from his/her headquarters shall be deducted from the regular shift following the attendance with no loss of wages or benefits.

**Section 6.** An employee who has served with the OUS, the State of Oregon, or the states' counties, municipalities or other political subdivisions for six (6) months or more immediately preceding an application for military leave, and who is a member of the National Guard or of any reserve components of the armed forces of the United States is entitled to a leave of absence with pay for a period not exceeding fifteen (15) calendar days or eleven (11) 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 of the Oregon University System may be granted a leave of absence without pay of not less than six (6) weeks and no more than one (1) year to work for the Union, subject to the operational requirements of the university/college. Such requests shall be made by the Union in writing to the university/college Human Resources Director 30 days in advance of the leave. Both minimums as well as extensions of leaves shall be subject to mutual agreement. There shall be no more than two (2) employees on leave at any one time and no more than one (1) employee 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 employee's request shall include a reason for the leave and shall be kept confidential to individuals within the employee's chain of command and Human Resources. 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)** When an employee uses leave without pay as outlined above, the employee must exhaust all vacation leave, compensatory leave and exchange time balances prior to being placed on leave without pay except as provided for in Article 50 - Vacation Leave, Section 14.

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

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

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

**(F)** Any authorized leave of absence without pay does not constitute separation from service. Any employee who is absent without authorized leave for five (5) consecutive 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.

**(G)** An employee may request and shall be granted leave without pay for the time required to make an appearance as a plaintiff or defendant in a civil or criminal court proceeding that is not connected with the employee's officially assigned duties. The request must be made at least thirty (30) days in advance of the appearance, except in the case of traffic citations, notice will be given the first 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**

**Section 1.** 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.

**Section 2.** An employee shall be allowed to take leave with pay to participate in a fire fighting operation without pay and at no further cost to the University at the request of any fire fighting agency. Participating in fire fighting operations under this section shall be limited to two occurrences, of not more than five calendar days each, per calendar

year. Leave for additional occurrences or days, may be approved subject to the operating requirements of the employee's department.

## **ARTICLE 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 5 <sup>th</sup> year; (b) 5 <sup>th</sup> annual season; (c) 60 <sup>th</sup> month	12 workdays for each 12 full calendar months of service (8 hours per month)
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After (a) 5 <sup>th</sup> year through 10 <sup>th</sup> year; (b) 5 <sup>th</sup> annual season through 10 <sup>th</sup> annual season; (c) 61 <sup>st</sup> month through 120 <sup>th</sup> month	15 workdays for each 12 full calendar months of service (10 hours per month)
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After (a) 10 <sup>th</sup> year through 15 <sup>th</sup> year; (b) 10 <sup>th</sup> annual season through 15 <sup>th</sup> annual season; (c) 121 <sup>st</sup> month through 180 <sup>th</sup> month	18 workdays for each 12 full calendar months of service (12 hours per month)
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After (a) 15 <sup>th</sup> year through 20 <sup>th</sup> year; (b) 15 <sup>th</sup> annual season through 20 <sup>th</sup> annual season; (c) 181 <sup>st</sup> month through 240 <sup>th</sup> month	21 workdays for each 12 full calendar months of service (14 hours per month)
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After (a) 20 <sup>th</sup> year; (b) 20 <sup>th</sup> annual season; (c) 240 <sup>th</sup> month	24 workdays for each 12 full calendar months of service (16 hours per month)
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**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.** Employees requesting leave without pay shall be required to use accrued vacation leave first except:

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

(B) Bargaining unit members may not be required to take vacation when leaving for military or reserve service as per Title 38, USC Chapter 43;

(C) The employee may request in writing that up to 40 hours of vacation leave be retained for the employee's use after returning from the leave. This request must be included in the written request for a leave without pay. Such requests will not be unreasonably denied.

**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) of this Article 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 forty (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; or a change in category as defined in Section 3(D) of this Article; or a change in FTE which results in a loss of benefits eligibility under Article 24 - Insurance. An employee shall be given written notice of layoff at least thirty (30) calendar days before the effective date, stating the reasons for the layoff. However, if the Employer is unable to provide thirty (30) days notice of layoff due to circumstances beyond the control of the Employer, the minimum period for written notice of layoff shall be fifteen (15) days.

**Section 2.** Notwithstanding any other provisions of this Article, designated individuals may be bypassed during layoff to retain adequate numbers of protected class employees, based upon the goals of the Affirmative Action Plan developed by the university/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, as specified in Section 1 of this Article. The university/college shall notify in writing any employees scheduled for layoff of his/her seniority and his/her contractual layoff rights. The university/college shall notify the Local Union President and Field Office in writing of the seniority of all employees scheduled for layoff and all employees potentially subject to displacement under this Section in that geographic area.

**(B)** Temporary employees and employees of any temporary agencies performing work in the classification and administrative unit in which a layoff occurs shall be terminated prior to the layoff of trial service or regular employees.

An employee in initial trial service is ineligible for any layoff rights under this Article.

**(C)** Definitions.

(1) "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.

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

OSU	Radius of fifteen (15) miles from an employee's work station
PSU	Portland tri-county area; Salem
UO	Oregon Institute of Marine Biology, Charleston; Pine Mountain Observatory (near Bend); Portland (tri-county) area; balance of university.
EOU	La Grande; Portland, Ontario, Pendleton, Bend
WOU	University-wide
SOU	University-wide
OIT	Klamath Falls; Portland (tri-county) area; Lakeview; Seattle, WA; Ft. Lewis, WA

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

- (1) Permanent full-time positions;
- (2) Permanent part-time positions, benefits eligible;
- (3) Permanent part-time positions, non-benefits eligible;
- (4) Seasonal full and part-time positions; or
- (5) Full-time academic year positions;
- (6) Part-time academic year positions, benefits eligible;
- (7) Part-time academic year positions, non-benefits eligible;
- (8) Intermittent Employees.

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

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

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

(3) If no positions are accessible under Section 3(E)(2), the employee shall displace the employee in the university/college with the lowest seniority in the same classification in the same geographic area in the university/college where the layoff

occurs if the employee is position-qualified. However, an employee may elect to be placed in a vacancy in accordance with Section 3(E)(5).

(4) If no positions are accessible under Section 3(E)(3), the employee shall displace the employee in the university/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, if the employee is position-qualified. However, an employee may elect to be placed in a vacancy in accordance with Section (3)(E)(5).

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

(6) If no positions are accessible under Section 3(E) (5), the employee shall demote to the lowest seniority position in any classification for which he/she is position-qualified within the university/college and geographic area. In applying this Step of the process, the Employer will place employees in a salary range as close to their current salary range as possible. Employees who demote shall be placed on any geographic area layoff recall list of his/her choice within the university/college for the classification from which he/she demoted.

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

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

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

(G) Under Section 3 (E), an employee shall only be eligible to displace

another employee with lower seniority.

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

**(I)** If an employee is underfilling a position, the employee will be considered in the position classification for the purposes of this Article.

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

**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 SEIU Local 503, OPEU positions, such rights shall be extended to SEIU Local 503, OPEU 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 initial trial service employee who is laid off under this Article shall not be placed on the university/college layoff recall list, but shall be restored to the applicant pool from which the employee was hired if the applicant pool is still active. Restoration to the applicant pool shall be for the remaining period of eligibility that existed at the time of appointment from the applicant pool. Any employee on promotional trial service who is notified of layoff shall have layoff rights under this Article in the classification in which the employee last held regular status.

**Section 7.** Regular status seasonal employees laid off prior to the end of the season shall be placed in order of seniority on the university/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 Recall Lists.**

**(A)** 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:

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

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

**a.** Any classifications (or the successor classification) that the employee held previously and had successfully completed trial service while employed by OUS.

**b.** If the employee is in a classification that is part of a series at the time of layoff, then any lower classification within that classification series.

- (3) Employees on recall lists referenced in Section 9 (A) of this article may remain on recall lists for a period not to exceed two (2) years from the date of layoff.
- (B) The employee shall designate in writing the geographic area layoff recall list(s) on which he/she wishes to be placed.
- (C) An employee currently on a layoff recall list prior to the effective date of this Agreement, shall be placed on the geographic layoff recall list from which he/she was laid off.
- (D) The employer shall provide to the union upon request any classification recall lists with the names, date of separation/demotion and service credits of anyone currently on the list.
- (E) Layoff recall lists provided for in this Section shall be used in filling vacancies under Article 33 - Filling of Vacancies, Section 2.

#### **Section 10. Recall.**

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

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

(C) An employee appointed to a position from a layoff recall list shall be removed from all other layoff recall lists. An employee on a layoff recall list who is appointed to a higher classification in accordance with Article 33, Filling of Vacancies, and is removed during the trial service period in accordance with Article 35, Trial Service, shall be returned to the university/college layoff recall list for the remaining period of eligibility that existed at the time of appointment.

(D) If a temporary appointment is necessary in any geographic area and is expected to last longer than forty-five (45) days and there is a layoff recall list for that classification in the geographic area, employees on the layoff recall list shall first be offered the temporary appointment prior to hiring any other temporary. Not accepting a temporary job 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.** When the university/college declares that a lack of funds will necessitate a layoff, the Union and University/College appointing authority shall meet, if requested by either party, to consider such alternatives to layoffs as: voluntary reductions in hours; voluntary paid leaves of absence; other voluntary programs and/or temporary

interruptions of employment. Such alternatives shall be subject to mutual agreement by the Union and the university/college. Pending such mutual agreement, the university/college may implement layoff procedures consistent with the Collective Bargaining Agreement.

**Section 12.** If a filled bargaining unit position is excluded from the bargaining unit in accordance with Article 2 - Recognition, Section 1, the employee may exercise his/her rights under this Article, providing the employee notifies the Employer within five (5) work days of being notified of the exclusion.

## **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 - Layoff, Section 7.)

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

**Section 6.** Employees in seasonal positions who have reached regular status and who are not participating members of the Public Employees Retirement System shall receive a special differential in lieu of the state "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 forty-eight (48) hour period, he/she will be deemed unavailable and the next highest ranking qualified employee will be contacted. For temporary appointments of no more than one (1) week's duration, the department will attempt to contact the top three (3) qualified individuals by telephone and may appoint the first one reached. If none of the three (3) is reached, the department may appoint an outside applicant.

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

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

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

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

**(L)** It is understood that temporary employees, including academic year employees appointed to temporary summer positions, are not bargaining unit members for purposes of their temporary appointments. 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 the 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 (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 - Layoff 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 thirty (30) 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 thirty (30) 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 thirty (30) 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 and Arbitration 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 of this Article.

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

## **ARTICLE 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 – Penalty Pay.

**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 - Employer 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 of this Article, concerning his/her condition and expectation for a date of return to active employment. Any employee who has been released for return to active employment must immediately notify his/her supervisor, 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 five (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 ten (10) month or longer cruise. Additionally, round trip transportation to and from the ship's home port shall be provided to any crew member whose presence is

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

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

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

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

(C) The crew member accepts the scheduled transportation.

**Section 3.** Regardless of location, on a cruise of sixty (60) days or longer, an average of seventy two (72) hours in port for every thirty (30) days at sea will be scheduled. If the ship stays at sea for a period of twenty five (25) days or longer, upon its return to port at least seventy two (72) consecutive hours in port will be scheduled. If operating conditions prevent compliance to the schedule conditions as described in this Section, crew members will be compensated one (1) additional hour of pay for every three (3) hours of that portion of the seventy two (72) hours that the ship was not in port. This provision applies only to the R.V. 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 and a half (1.5) hours for each day served aboard the ship at sea during cruises when the ship is out of home port for one (1) day or more. When the ship is docked or anchored in a port other than its home port, shore leave will be earned by crew members who are on duty, but will not be earned by crew members who are taking vacation leave, compensatory time, shore leave or leave without pay. Crew members may utilize accrued shore leave under the same conditions as they utilize vacation leave or compensatory time. Up to one-half (1/2) of the shore leave earned during a calendar year may be paid in a lump sum at the employee's current pay rate, upon the employee's request, once during that calendar year. Shore leave balances in excess of 300 hours will be paid in cash at the employee's current pay rate at the end of each calendar year. When an employee terminates, unused shore leave will be paid in a lump sum at the employee's current pay rate.

**Section 8.** The University agrees to reimburse employees for the cost of passports and visas for any cruise to a foreign port 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. Employees who are not required to remain with the ship while in dry dock shall be required to use accrued leave, other than sick leave, or if no accrued leave is available, leave without pay. This requirement may be invoked by the employer without regard to the limitation of fifteen (15) days under Article 54 - Temporary Interruption of Work - Lack of Work and shall not be considered a layoff.

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

**Section 11.** Crew members will not receive 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