

assigned to perform the duties of such a position at sea, the crew member shall be paid a differential for the period of temporary assignment which is equal to the difference between his/her regular salary rate and the first step of the pay range of the classification to which he/she is temporarily assigned, or a five percent (5%) differential, whichever is greater.

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

## **ARTICLE 64 - EDUCATION, TRAINING AND DEVELOPMENT**

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

**Section 2.** Each university/college shall encourage its employees to avail themselves of educational opportunities presented by the institution for which they work. Subject to the operating requirements of the university/college, each university/college shall make reasonable efforts to provide release time so as to allow employees to attend classes of their choice. Such release time shall be charged against the employee's accrued and unused vacation leave, compensatory time off or leave without pay at the employee's option; provided, that the Employer may, in its discretion, grant such time off with pay without any charges to vacation or compensatory time accounts. When an employee has been granted release time to attend a course(s) which management determines is directly related to the employee's ability to perform duties of his/her current position, the university/college shall grant such time without charges against accrued leave.

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

**Section 4.** An employee with five (5) years of service with the university/college may request upon ninety (90) days advance notice and, subject to the operating needs of the university/college, shall be granted an educational leave without pay not to exceed six (6) months. The university/college shall respond to the employee's request within thirty (30) days of its receipt. This leave may be extended for six (6) additional months subject to operating requirements of the university/college. In addition, educational leave without pay cannot be requested more often than once every five (5) years and

cannot be used in conjunction with Article 46, Leaves of Absence Without Pay. The sole purpose of educational leave is to permit full-time enrollment in an accredited education institution.

## **ARTICLE 65 - UNIFORMS, PROTECTIVE CLOTHING AND TOOLS**

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

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

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

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

**Section 5.** University/college furnished uniforms, protective clothing, tools and equipment will be maintained or replaced by the university/college when damaged by ordinary wear and tear. Such university/college furnished material remains the property of the university/college and the employee is liable for loss (not theft or burglary) or negligent damage to the full replacement or repair cost of the material.

**Section 6.** When a key deposit in excess of one dollar (\$1.00) per key is required, or the use of multiple keys is an integral part of a job, an employee may elect to sign an agreement in lieu of a deposit promising to return the key(s) upon demand or authorizing a deduction from his/her pay of an amount equal to the required deposit if the key(s) is not returned.

## **ARTICLE 66 - INCLEMENT CONDITIONS**

**Section 1.** When in the judgment of the university/college Appointing Authority,

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

**Section 2.** The university/college Appointing Authority shall notify employees prior to the beginning of their work shifts, not to report to work because of closure of facilities or curtailment of work due to inclement weather or hazardous conditions. In such cases, the university/college Appointing Authority will use announcements on local radio or television stations or recorded messages or individual telephone contacts to notify employees of the closure or work curtailment prior to their leaving home. The university/college Appointing Authority shall notify employees by October 1 of each year of the station(s) to be used in such announcements.

**Section 3.** Employees who do not work pursuant to provisions of Section 2 of this Article shall be authorized to use accrued vacation, compensatory time, exchange time, personal leave, or to take leave without pay, to cover work time missed due to closure or work curtailment. Employees required to work during periods of closure or curtailment described in Section 2 shall be paid at the rate of time-and-one-half for all hours worked during such periods. There shall be no pyramiding of over-time for work performed under this Article and Article 25 - Overtime.

**Section 4.** When inclement conditions exist and no closure or curtailment occurs, employees who make every reasonable effort to report to work as scheduled will be allowed to make up missed time provided they report within two (2) hours of the scheduled starting time provided such make-up work is available and such time can be scheduled so as not to encumber overtime under FLSA. Make-up provisions will not be subject to Article 25-Overtime. Any make-up time must be performed within sixty (60) days of the missed time and at rates of pay that would have prevailed except for the inclement weather.

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

## **ARTICLE 67 -TECHNOLOGICAL CHANGE/RETRAINING**

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

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

the parties agree to the following:

(A) OUS and/or the university/college agrees to give the Union sufficient advance notice of anticipated technological changes which will have a substantial impact on the manner in which job duties of a significant number of employees are performed so that it can review such changes and evaluate the impact on bargaining unit members. With this notice, OUS and/or the university/college shall inform the Union of whether and to what extent it anticipates that the changes will displace employees, cause a reduction in work hours, cause a change in skill requirements or result in the fragmentation of existing jobs.

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

(C) OUS and/or the university/college agrees to meet with the Union to discuss the Committee's findings and recommendations and it agrees to make every good faith effort to reduce the detrimental effects of technological change on bargaining unit members.

(D) Should a regular status employee become displaced, the university/college shall offer sub (1) or (2) under the following conditions:

- (1) Subject to funding, university/college needs, employee interests and ability and scheduling, the university/college will provide retraining.
- (2) Should a regular status employee become displaced as a result of technological change, the university/college shall make a reasonable effort to place the affected employee into another position in the university/college or other universities/colleges within OUS.

## **ARTICLE 68 - PROFESSIONAL RECOGNITION**

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

## **ARTICLE 69 - INFORMATION TECHNOLOGY COMPENSATION PLAN**

The pay system for Information Technology positions will be based on the following Compensation plan.

**Section 1. Merit Pay Program.** Base pay increases (BPI) will be based on performance and shall be given no less frequently than annually.

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

\*Control Point is set at 38% above the low rate of the competency zone.

See Appendix E for compensation schedules.

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

This cash award provision shall continue in effect through September 15, 2003, and shall continue after that date if the parties mutually agree. If either party elects to discontinue cash awards, the party shall notify the other party no later than September 15, 2004, and the parties shall meet to negotiate an alternate provision. The same process shall be repeated in 2005 and every two years thereafter until the parties mutually agree to continue the cash awards provision on an ongoing basis.

**Section 3. Appeal Process**

**A.** Appeals for placement into this classification system:

(1) Filing. Within thirty (30) days from the date the employee receives notice of the classification decision, the employee may appeal the classification and/or competency zone decision by written notice to the university/college Human Resource Division. Such notice shall include the classification and/or competency zone the employee believes is more appropriate and an explanation or rationale for the appeal. The university/college shall respond in writing within sixty (60) days.

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

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

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

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

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

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

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

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

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

#### **Section 4. Placement Upon Reclassification, Promotion or Demotion**

- A. IT employees receiving promotion/reclassification upward shall be placed at the starting pay rate of the appropriate competency level for the new classification or shall receive a five percent (5%) increase above their prior base pay rate, whichever is greater.
- B. An IT employee receiving a promotion to a higher classification shall receive a base pay increase of five percent (5%) effective six months following said promotion.
- C. If an IT employee demotes to a classification in a lower salary range that contains the rate of the previous salary, then the employee's salary shall remain the same and if eligible he/she shall continue to receive base pay increases (BPI).

- D. If an IT employee demotes to a classification in a lower range, but their previous salary is above the highest rate in the new range, then the employee's new salary shall be the highest allowed in the new range.
- E. When an IT employee is appointed from a layoff list to a position in the same classification from which the person was previously employed, the person shall be paid at the same salary rate plus any applicable general salary increases from what the employee was being paid at the time of the layoff. The new salary eligibility date shall be determined in accordance with Section 8 of Article 22 - Salary Administration.
- F. When a former IT employee is appointed from reemployment to a position in the same classification in which he/she was previously employed, he/she may be paid at or below the same salary rate plus any applicable general salary increases that he/she was being paid at the time of his/her termination. If a person is reemployed in a position in a classification with a lower salary range than that of his/her previous position, he/she may be paid at any salary rate in the lower salary range not exceeding the rate he/she was being paid in the higher classification, except where exceptional circumstances justify payment of a higher rate. The salary eligibility date of a former employee who is appointed from reemployment shall be determined in accordance with Section 8 of Article 22 - Salary Administration.

## **LETTER OF AGREEMENT**

### **ARTICLE 2 - RECOGNITION**

1. If the Union decides to challenge an excluded position(s), it will provide written notice to the Employer. Such notice shall include specific information regarding the reason(s) for the challenge.
2. The Employer shall respond in writing regarding whether it intends to continue to exclude the position within thirty (30) days of the Union's notice. Such notice shall include specific information regarding the Employer's reason for continuing the exclusion(s).
3. Upon request of either party, the Union and the Employer shall meet at a mutually agreed time within the thirty (30)-day period described in paragraph 2 to discuss the exclusion(s).
4. All deadlines may be extended by mutual agreement.
5. During the thirty (30)-day period described in paragraph 2 and extensions, if any, the Union agrees not to file any unit clarification petition(s) with the Employment Relations Board with regard to any positions(s) specified under paragraph 1.

## **LETTER OF AGREEMENT**

### **ARTICLE 5 - COMPLETE AGREEMENT/PAST PRACTICE**

The parties agree that the modem pool at Oregon State University shall be phased out on June 30, 2005. Classified worker access to the modem pool shall cease on that date.

## **LETTER OF AGREEMENT**

### **ARTICLE 21 – SALARY (A)**

The Oregon University System (OUS) and the SEIU Local 503, OPEU (SEIU) enter into the following Letter of Agreement.

The Parties agree that this Letter of Agreement, which was originally effective from May 1, 2000 to June 30, 2001, will continue from June 30, 2003 until June 30, 2005.

Effective May 1, 2000 employees of Portland State University in the Classifications listed below will receive a monthly recruitment and retention bonus equal to 10% of

salary. The bonus payments will be added to employees' base rate for the purposes of calculating overtime and will be included in employees monthly paychecks, listed as a separate line item. Tax withholding from bonus payments will be calculated in the same manner as withholding for salary. The covered classifications are as follows:

<u>CLASS CODE</u>	<u>CLASS DESCRIPTION</u>
C4207	Carpenter
C4248	Electrical & Controls System Tech
C4213	Electrician
C4475	Elevator Mechanic
C4409	General Maintenance Mechanic
C4112	HVAC Control Technician
C4227	Locksmith
C4215	Machinist
C4204	Maintenance Electrician
C4118	Maintenance/Labor Coordinator
C4209	Painter
C4221	Plasterer
C4211	Plumber
C4470	Refrigeration Mechanic
C4225	Sheet Metal Worker
C4123	Trades Maintenance Coordinator
C4120	Trades Maintenance Worker 1
C4121	Trades Maintenance Worker 2
C4223	Welder

The parties agree that neither party will cite this LOA as a precedent at the bargaining table or in any other form.

## **LETTER OF AGREEMENT**

### **ARTICLE 21 - SALARY INCREASE (B)**

The parties agree that employees with a hire date of July 1, 2003 or earlier and who are employed through November 1, 2004, shall receive a one-time payment on November 30, 2004, according to the following:

- All full-time and academic year employees shall receive a lump sum of \$350.00
- Part time employees, employees on an unpaid leave of absence and laid off workers who are recalled after November 1, 2003 will receive a proration of the \$350.00 based on total paid hours between November 1, 2003 and October 31, 2004.

## **LETTER OF AGREEMENT**

### **ARTICLE 22 - SALARY ADMINISTRATION ARTICLE 69 - INFORMATION TECHNOLOGY COMPENSATION PLAN**

The provisions referenced in this Letter of Agreement shall supercede those in the successor to the 1999 - 2003 Collective Bargaining Agreement.

The parties agree that:

1. Scheduled salary increases referenced in Sections 3 and 4 of Article 22 - Salary Administration,
2. Merit pay increases referenced in Section 1 of Article 69 - Information Technology Compensation Plan,
3. Cash Awards referenced in Section 2 of Article 69 - Information Technology Compensation Plan,

shall be suspended on September 16, 2003 and shall remain suspended through June 30, 2005.

## **LETTER OF AGREEMENT**

### **ARTICLE 38 - JOB SHARING**

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

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

## **LETTER OF AGREEMENT**

### **ARTICLE 41 - FAMILY MEDICAL LEAVE ACT (FMLA)**

This Letter of Agreement is entered into by OUS and the Service Employees International Union Local 503, OPEU.

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

(1) Employees may use sick leave or other forms of paid leave to which they are entitled under the collective bargaining agreement in conjunction with the FMLA.

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

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

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

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

## **LETTER OF AGREEMENT**

### **ARTICLE 51 - LAYOFF**

The Oregon University System shall withdraw the appeal of the Burdick, Bowder and Schultz arbitration award to the Employee Relations Board (ERB).

## **LETTER OF AGREEMENT**

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

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

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

## **LETTER OF AGREEMENT**

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

This Letter of Agreement is entered into between the Service Employees International Union Local 503, OPEU and the OUS on behalf of Oregon State University. The parties hereby agree to the drug and alcohol testing policy, dated November 8, 1991, as applicable to represented marine employees of Oregon State University's College of Oceanography.

The parties acknowledge that the drug and alcohol testing requirements contained in this policy have been established as the result of federal mandates. If the federal regulation (46 CFR Parts 4,5,and 16) of the Coast Guard regulations affecting this policy are changed, either party may initiate bargaining of the sections of the policy affected by the regulation changes.

This Letter of Agreement shall remain in effect until June 30, 2005.

## **LETTER OF AGREEMENT**

### **REDUCED MEAL COST OF FOOD SERVICE EMPLOYEES - OREGON STATE UNIVERSITY**

This Letter of Agreement is entered into by and between the Oregon University System (OUS) on behalf of Oregon State University, hereinafter referred to as the "Employer", and the Service Employees International Union Local 503, OPEU, hereinafter referred to as the "Union".

The Employer and the Union agree that food service employees at Oregon State University shall pay the amount of one dollar (\$1.00) for each meal provided by the Employer at their work site during regularly scheduled shifts. Packaged goods and bottled beverages are expressly excluded from the reduced meal costs implemented by this Agreement.

Food service at Oregon State University is provided by two discrete units: University Housing and Dining and the Memorial Union. Each of these units may independently decide, at its discretion, to require payment for the reduced meal as a payroll deduction or at the point of service. Should an employee decline to authorize a payroll deduction, if required, for meals, that employee shall either provide his/her own meal or shall pay full retail price at the time of consumption. Reduced costs of meals are not transferable between University Housing and Dining and the Memorial Union. That is, food service employees may access the reduced meal costs only in the department for which they are employed.

This Agreement pertains to Oregon State University Food Service employees only. Entering into this Agreement shall not prejudice the positions of either party regarding similar issues in other agencies or work units either now or in the future.

The Employer may continue payroll deductions for meals for food service employees upon implementation of this Agreement and the authorization of each food service employee.

This Letter of Agreement terminates June 30, 2005.

## **LETTER OF AGREEMENT**

### **PSU/DHS CHILD WELFARE PARTNERSHIP**

This Letter of Agreement is entered into by the Service Employees International Union Local 503, OPEU, and the Oregon University System for the State Dept. of Human Services (DHS) and Portland State University (PSU).

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

Given the history and nature of these positions, and the unique relationship between these employees and the State Dept. of Human Services, the following provisions will apply to these positions:

#### **Article 22 - Salary Administration**

With reference to Article 22, Section 1(c), DHS employees hired into PSU positions will start at the salary step within the classifications referenced in this Agreement which most closely matches the salary rate of their most recent DHS position except in the case of promotion or demotion. In the case of demotion or promotion, Article 22, Sections 5 and 6 shall apply to DHS employees who are hired into Child Welfare Partnership positions by PSU.

#### **Article 32 - Overtime**

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

#### **Article 33 - Filling of Vacancies**

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

#### **Article 37 - Limited Duration Appointment**

If any of these positions are designated as limited duration, Section 2(b) and Section 3(d) of this Article will be modified so that layoff rights revert to the prior classification, if any, held in DHS rather than PSU.

#### **Article 39 - Voluntary Demotion**

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

#### **Article 41 - Sick Leave**

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

## Article 50 - Vacation Leave

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

## Article 51 - Layoff

Incumbents of these positions receiving notice of layoff will have displacement and layoff list rights only within the pool of these positions or to DHS. Likewise, other PSU employees receiving notice of layoff will not be eligible to displace, demote, or to be returned from the PSU layoff list into one of these positions.

These positions will be considered to be working in one office with a statewide geographic area. Any subsequent displacement will be in accordance with geographic areas as defined by DHS layoff provisions.

Classification	Class #	SR	Eff Date	PT/FT
Program Technician 2	C0813	27	7/1/94	FT
Training Specialist	C1332	26	7/1/94	FT
Training Specialist	C1332	26	7/1/94	FT
Training Specialist	C1332	26	7/1/94	FT
Training Specialist	C1332	26	7/1/94	FT
Training Specialist	C1332	26	7/1/94	FT
Training Specialist	C1332	26	7/1/94	FT
Social Service Specialist 2	C6613	26	7/1/94	FT
Social Service Specialist 2	C6613	26	7/1/94	FT
Social Service Specialist 2	C6613	26	7/1/94	FT

## Duration

This Letter of Agreement will continue to apply as long as the positions remain in the Child Welfare Partnership or until modified by the Parties.

## LETTER OF AGREEMENT

### OPEU/OUS CDL LETTER OF AGREEMENT

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

The parties agree to the following:

### **Section 1. Application**

This Agreement covers all OPEU-represented employees who are required to possess a Commercial Driver's License (CDL) and perform safety-sensitive functions in all agencies where the Union is the bargaining agent. This Agreement will apply to employees starting January 1, 1996. This Agreement is specifically limited to meeting the alcohol and drug testing requirements pursuant to Federal Department of Transportation regulations for CDLs and applicable law.

### **Section 2. Term of Agreement**

This Agreement starts upon execution and ends June 30, 2005, except as otherwise noted.

### **Section 3. Payment for Testing**

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

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

### **Section 4. Pre-employment Testing**

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

- a. New hire to the agency, unless the employee meets the requirements outlined in the regulations.
- b. Return from layoff.
- c. Re-employed as a seasonal employee.
- d. Promotions, demotions, and transfers where the employee moves into a position that requires a commercial driver's license.
- e. Where an employee possesses a commercial driver's license and receives a new assignment requiring the possession of a CDL, yet does not change positions.

## **Section 5. Consequences of Positive Tests**

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

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

1. Temporarily assign the employee to non-safety-sensitive functions;
2. Allow an employee to take accrued leave, or leave without pay, pursuant to the requirements of the agreement if the university/college does not assign non-safety-sensitive functions;
3. Refer the employee to rehabilitation and last chance agreement;
4. Take disciplinary action pursuant to the requirements of the Agreement.

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

### **b. Post-Accident, Follow-up, and Return-to-Duty Testing**

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

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

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

## **Section 6. Use of Leaves**

- a. An employee will be granted university/college time for actual testing, traveling to and from the test site if such travel is required, and for meeting with the medical review officer if such meeting is necessary.

- b. An employee who tests positive in a random, reasonable suspicion, or post-accident test can use any accrued leave or leave without pay pursuant to the terms of the Agreement when removed from his/her position when the university/college does not assign the employee non-safety-sensitive functions to perform.
- c. An employee can use accrued leave or leave without pay pursuant to the terms of the Agreement to enroll in and participate in a rehabilitation program and for meeting with the certified substance abuse professional, if such meeting is required.
- d. If test results are later found to be negative, and the employee used accrued leave when removed from a safety-sensitive function, the employee's leave accrual balance will be restored.

### **Section 7. Refusal to Test**

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

### **Section 8. Definition of "Accident" for Purposes of Post-Accident Testing**

The definition of "accident" shall be the same as the definition contained in Part 390.5 of the Federal regulations. Post accident testing shall be limited to the driver of the commercial motor vehicle pursuant to Part 382.303(a) of the Federal Regulations.

### **Section 9. Status of Person on Return from Layoff and Seasonal Rehire**

The consequences of a person on a return from layoff list or seasonal rehire list, as a result of a positive test, will be the following:

a. Return from Layoff:

1. Alcohol test results of 0.04 or greater or a positive drug test.

Upon notice from the employee, the university/college will consider that he/she exercises his/her one right of refusal under the Agreement and continues on the list pursuant to the terms of the Agreement.

2. Alcohol test results of less than 0.04.

The university/college will require that the employee take a return-to-duty test. If the test is negative, the person will be hired. If the alcohol test is positive, the employee will notify the university/college that he/she is exercising his/her one right of refusal under the Agreement and will continue on the list pursuant to the terms of the Agreement.

b. Seasonal Rehire

1. Alcohol test result of 0.04 or greater or positive drug test.

The person will not be rehired, but can apply under reemployment conditions.

2. Alcohol test results of less than 0.04.

The university/college will require that the person take a return-to-duty test. If the test is negative, the person will be hired. If the test is positive, the person will be denied the position and can reapply under reemployment conditions.

### **Section 10. Employees Authorized to Require Reasonable Suspicion Testing**

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

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

### **Section 11. Requested Written Information**

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

## **LETTER OF AGREEMENT**

### **HUMAN RESOURCES INFORMATION SYSTEM**

The following Letter of Agreement consolidates the Letters of Agreement between the parties dated 5/13/98 and 6/25/98 regarding implementation of the HRIS system into a single Letter of Agreement and deletes obsolete language.

## **Section 1. Twelve-Month Pay Option for Academic Year Employees**

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

## **Section 2. Benefit Pro-Ration for Part-Time Employees**

Benefits for part-time employees under the following contract provisions will be pro-rated based on a straight monthly pro-ration of time worked. "Time worked" includes actual time worked and any form of paid leave and/or compensatory time that the employee utilizes during the month.

Article 41, Sick Leave, Section 1(C)

Article 43, Holidays, Section 3

Article 50, Vacation, Sections 1 and 2

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

All part-time employees working at university/colleges that convert from a "1 through 31" time reporting period will be subject to the following provisions.

- a. The paycheck for the month during which the transition occurs (transition month) will be for the period of the 1st through the 15<sup>th</sup> of that month.
- b. Affected employees will receive at least one month's notice of the transition.
- c. Such general notice shall be jointly authorized and signed by the Union and OUS.
- d. Accompanying such notice will be an individualized notice from the university/college detailing specific dollar amounts applicable to the employee.
- e. Affected employee will be given the option of a draw. If they so elect, that amount will be equal to their regular month's pay, less the actual pay for the partial month reporting period, less 40% for mandated withholdings. In the event that the employee does not have a forecasted or regular month's pay, the basis for the advance will be the position's FTE multiplied by the monthly salary for the employee's classification pay range and step.
- f. If an employee elects to take the draw, the employee must choose one of the following payback options:
  - (1) All repaid on the last day of the month following the transition month; or
  - (2) Employee's choice of equal monthly payments for either 8, 12, or 24 months, commencing on the last day of the second month after the transition month.
- g. For all payback options, an employee may exchange, on a one-time initial election, all or part of vacation and/or compensatory time to fully or partially offset the employee draw. Computation of hours to dollars will be made based on dollars owed divided by the hourly pay rate.
- h. Employees who leave OUS service for any reason prior to fully paying back the draw will owe the remaining balance upon termination.

- i. The paycheck for the month after the transition month will be for the period of the 16<sup>th</sup> of the transition month through the 15<sup>th</sup> of the following month.
- j. Employee benefit pro-ration during the transition month will be based upon the regular monthly pay or the advance basis (position FTE multiplied by the monthly salary rate.)
- k. If the transition occurs during the summer months, academic year employees who are on leave without pay during the summer months shall receive the same advance privileges during the month of September of the transition year. Payback options will begin on November 30 of the transition year.
- l. The Union and OUS agree to jointly present campus sessions, as necessary, to explain these options to employees. Such sessions will be arranged by university/college Human Resources staffs and local Union leadership.
- m. Universities/colleges which change employees from a 1st through 31<sup>st</sup> pay period to a 16<sup>th</sup> through 15<sup>th</sup> pay period, whether voluntarily or involuntarily, will pay the out-of-pocket expenses which employees would normally pay for health insurance during the transition month. It is understood that the "pick up" of health insurance costs is a one-time benefit offered only during the month in which the university/college makes a mass transition of employees to the 16<sup>th</sup> through 15<sup>th</sup> pay period to accommodate the implementation of HRIS.
- n. This section is intended to apply to group conversions, rather than individual conversions.

**Section 4.** The parties agree that part-time employees who work for universities/colleges that elect not to change pay cycles for part-time workers from a 1st through 31<sup>st</sup> time reporting period to a 16<sup>th</sup> through 15<sup>th</sup> time reporting period, as explained in Section 3 of this Letter of Agreement, shall have all additional pay, including but not limited to additional regular hours, overtime hours and pay differentials, that are earned after the current month's payroll cutoff, paid on the following month's paycheck. Likewise, adjustments necessitated by leave without pay will also be reflected in the following month's paycheck. Any adjustments to the prorated insurance benefit amount will be made in the following month. These adjustments could also affect an employee's eligibility for insurance in the following month(s).

#### **Section 5. Partial Month's Pay Calculation**

Notwithstanding Article 23, Payroll Computation Procedures, Section 1 (g), Partial Month's Pay, a consistent hours per month figure of 160 will be utilized for calculating partial month's pay.

#### **Section 6. Leave Accrual and Utilization**

In view of the Banner requirements for system-wide consistency as to whether leave hours may be taken in the same month accrued all universities/colleges will apply the "accrue, then take" rule, as follows: Leave may be taken commencing the first day of the month following the month in which it is accrued.

**Section 7.** The parties agree that nothing in this Letter of Agreement changes or limits the Employer's practice of hiring new employees on a 16<sup>th</sup> through 15<sup>th</sup> pay period. The Employer may change an employee's pay period for the following reasons:

- a. The employee is working an intermittent or otherwise modified schedule due to medical necessity or a reasonable accommodation.
- b. The employee exhausts all forms of paid leave and is likely to have intermittent leave without pay. This provision shall not apply to employees accessing long-term leave without pay under Article 46, Leaves of Absence Without Pay.
- c. The employee requests a change in his/her work schedule that would result in the number of hours worked fluctuating from one month to the next.
- d. The employee's work hours have fluctuated from month to month over a three-month period.

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

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

## **LETTER OF AGREEMENT**

### **INFORMATION TECHNOLOGY ANNIVERSARY DATE**

The Oregon University System and Service Employees International Union Local 503, OPEU hereby agree to the following, as a resolution to the group grievance regarding Information Technology anniversary dates filed 1/4/2000:

1. The effective date for initial merit pay increases under Article 69, Section 1, for employees affected by the grievance will be September 1, 2000, instead of November 1, 2000. Employees affected by the grievance are those employees whose salary review dates were adjusted to November 1, 2000 upon implementation of the new Information Technology classifications. September 1 will become the salary review date for such employees in future years.

2. The parties agree to the following clarification of the existing contract language, with regard to the application of Article 57, Section 4 to Information Technology employees:

If an Information Technology employee receives a performance rating of "Does Not Meet Standards" ("Deficient") and, as a result, is given a merit pay increase of 2% or less under Article 69, Section 1, such action shall be considered a "Denial of Performance Increase" under Article 57, Section 4. Only those employees who receive a rating of "Does Not Meet Standards" ("Deficient") may file a grievance under Article 57, Section 4.

3. The Union hereby withdraws the above-named grievance.

## **LETTER OF AGREEMENT**

### **OPTIONAL RETIREMENT PLAN**

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

1. The parties acknowledge that, pursuant to ORS 243.800(5), employees who elect the OUS Optional Retirement Plan (ORP) while in unclassified status make an irrevocable election and that such employees are ineligible for active membership in the Public Employees Retirement System (PERS) as long as they are employed in the Oregon University System. Accordingly, in the future, in accordance with this statute, unclassified employees who have elected to be covered under the ORP and who subsequently move to classified status will remain ORP Participants upon moving to classified status, rather than becoming PERS Members.

2. In the event an ORP Participant is incorrectly enrolled in PERS upon becoming a classified employee, the employee shall be considered as having participated in the ORP during the OUS-covered period of PERS membership. To account for any difference in investment earnings between the ORP and PERS, each of the employee's ORP accounts shall be credited, for the period that the employee received a PERS contribution, with the greater of PERS investment earnings and ORP investment earnings during such period., in accordance with the employee's last investment directions.

3. Four classified employees whose retirement plan participation was affected by ORS 243.800(5), and who were identified to the Union prior to the date of this Agreement, are reinstated to the ORP under the provisions outlined in Section 2 of this letter.

4. The Employer will continue to pay the full cost for ORP coverage on behalf of employees specified in Section 1 of this Letter of Agreement on the same basis as it does for unclassified ORP participants. Article 21, Section 2 of the collective bargaining agreement shall not be applicable to these employees.

5. If the statutes governing the Optional Retirement Plan are amended in a way that conflicts with the terms of this Letter of Agreement, it is the intent of the parties to renegotiate this Letter of Agreement pursuant to Article 7, Separability, of the collective bargaining agreement. It is also the intent of the parties to include this Letter of Agreement as a Letter of Agreement attached to the successor collective bargaining agreement between the parties effective in 2003.

## **LETTER OF AGREEMENT**

### **ACCOUNTING SERIES**

Effective September 1, 2003, the Oregon University System implemented new classification specifications for the following classifications: Accounting Technician, Grants/Contracts Technician, Accountant 1 and Accountant 2. This Letter of Agreement (LOA), between OUS and SEIU, outlines the transition of incumbents into the new classifications.

1. For the purposes of this LOA, "incumbent" is defined as anyone employed in one of the four classifications listed above on or before September 1, 2003.
2. Incumbents in the four classifications are considered as meeting minimum qualifications (MQ's) under Article 51 - Layoff, for placement or recall from layoff, to the same classification as they held on September 1, 2003, as long as they continue to be employed in that classification.
3. Incumbents in the four classifications are considered as meeting MQs for the purpose of a lateral transfer under Article 33 - Filling of Vacancies, as long as they continue to be employed in that classification.
4. Through August 31, 2005, incumbents in the four classifications shall be considered as meeting MQ's for purposes of promoting or demoting into different classifications under Article 33 - Filling of Vacancies, or placement into a different classification under Article 51 - Layoff. Effective September 1, 2005, incumbents will need to meet the new MQ's for promoting, demoting, or placement into different classifications.
5. On or before August 31, 2005, incumbents may submit documentation for meeting the new MQ's. Certification and clock hours from accredited universities/colleges/technical schools will be converted into equivalent semester/quarter hours. Effective September 1, 2005, previously converted hours will be credited towards meeting the new MQ's.
6. This LOA shall be non-precedent setting.

## **LETTER OF UNDERSTANDING**

### **THE APPLICATION OF THE CHRISTMAS AND CHRISTMAS EVE DAY HOLIDAYS**

Article 43, Section 5, of the collective bargaining agreement between the Oregon University System and the Service Employees International Union Local 503, OPEU, states: "When a holiday specified in Section 1 of this Article falls on a Saturday, the preceding Friday shall be recognized as the holiday. Then a holiday specified in Section of this Article falls on a Sunday, the following Monday shall be recognized as the holiday."

With the addition of Christmas Eve Day as a holiday at some University/Colleges (in lieu of Veterans' Day), the above language results in Christmas Day and Christmas Eve Day being recognized on the same day when Christmas Day falls on a Saturday or Christmas Eve Day falls on a Sunday.

To ensure that employees receive the benefits of both holidays, the parties agree that when Christmas Day falls on a Saturday or Christmas Eve Day falls on a Sunday, the preceding Friday will be recognized as Christmas Eve Day and the following Monday will be recognized as Christmas Day.

For 2004, Christmas Day will be observed on Friday, December 24, 2004, and Christmas Eve Day will be observed on Thursday, December 23, 2004 at those campuses that are open on Veterans' Day of that year.



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Thomas Anderes  
Vice Chancellor for Finance and Administration

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Kathie Best, President

---

Joe Sicotte  
Associate Vice Chancellor Human Resources  
Bargaining Spokesperson

---

Leslie Frane, Executive Director

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Judy Vanderburg  
Western Oregon University

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Jeff Seekatz, Bargaining Spokesperson

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Alana Holmes  
University of Oregon

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Paul McKenna, Research Director

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Beverly Wilkinson  
Portland State University

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Jim Brobisky, Bargaining Chairperson  
Southern Oregon University

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Cynthia Beckwith  
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Doug Cook  
Portland State University

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David Shaw  
Oregon State University

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Sophia Smolen  
Southern Oregon University

---

Shelby Wilsdon  
Oregon Institute of Technology

---

Sue Cain  
Eastern Oregon University

Signed this \_\_\_\_\_ day of  
\_\_\_\_\_, 2003  
at Eugene, Oregon.

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Melody Williamson  
Western Oregon University

---

Maggie Neel  
Oregon State University

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John Saylor  
Oregon Institute of Technology



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**SUBJECT: ARTICLE**

# APPENDIX B - NUMERIC

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CLASS NUMBER	CLASS TITLE	SALARY RANGE	CLASS NUMBER	CLASS TITLE	SALARY RANGE
0011	Medical Transcriptionist	14	1181	Management Analyst 2	23
0015	Medical Records Specialist	15	1182	Management Analyst 3	26
0102**	Office Assistant	10	1202	Accountant 1	21
0103	Office Specialist 1	12	1203	Accountant 2	23
0104	Office Specialist 2	15	1205	Fiscal Coordinator 1	23
0107	Administrative Program Assistant	17	1207	Fiscal Coordinator 2	27
0108	Administrative Program Specialist	19	1332	Training Specialist	27
0118	Executive Support Specialist 1	17	1460*	Operations Specialist	211
0119	Executive Support Specialist 2	19	1461*	Equipment Systems Specialist	261
0125	Proofreader	10	1462*	Information Technology Consultant	281
0201	Accounting Technician	15	1463*	Operating Systems/Network Analyst	321
0202	Grants/Contracts Technician	17	1464*	Analyst Programmer	341
0204	Payroll Assistant	13	1470	Production Control Scheduler 1	13
0205	Payroll Technician	15	1471	Production Control Scheduler 2	15
0230**	Cashier 1	10	1491	Telecommunications Technician 1	20
0231	Cashier 2	12	1493	Telecommunications Technician 2	23
0300	Library Technician 1	11	1494	Telecommunications Analyst 1	21
0301	Library Technician 2	13	1495	Telecommunications Analyst 2	24
0302	Library Technician 3	17	1523	Paralegal 1	15
0312	Campus Dispatcher	14	1524	Paralegal 2	19
0324	Public Service Representative	19	1525	Paralegal 3	22
0405**	Mail Services Assistant	9	1526	Paralegal Specialist	24
0430	Grants/Contracts Coordinator	24	2110	Public Information Assistant	17
0530	Word Processing Technician 1	11	2111	Public Information Representative 1	21
0531	Word Processing Technician 2	13	2112	Public Information Representative 2	25
0532	Word Processing Technician 3	15	2121	Museum Assistant	12
0705	Property Specialist 1	12	2140	Univ Development Project Coordinator 1	21
0706	Property Specialist 2	14	2142	Univ Development Project Coordinator 2	23
0707	Property Specialist 3	16	2145	Editor Assistant	15
0709	Inventory Control Specialist	16	2146	Editor	18
0711	Science Storekeeper	16	2147	Publications Editor	21
0714**	Issuing Agent	10	2150	Science/Technical Editor	21
0715	Athletic Equipment Coordinator	15B	2162	Broadcast/Telecomm Engineer 1	21
0744	Retail Store Assistant	11	2163	Broadcast/Telecomm Engineer 2	23
0767	Purchasing Analyst 1	21	2172	Communications Technician	20B
0768	Purchasing Analyst 2	24	2175	Videographer 1	18
0769	Purchasing Analyst 3	26	2176	Videographer 2	19
0775	Parts Supply Specialist 1	10	2182	Radio/TV Communications Tech	17
0776	Parts Supply Specialist 2	14	2190	Audio Visual Assistant	10
0777	Parts Supply Specialist 3	16	2191	Audio Visual Technician 1	12
0792	Buyer 1	18	2192	Audio Visual Technician 2	15
0793	Buyer 2	20	2195	Audio/Video Repair Technician	18B
0794	Buyer 3	23	2205	Archivist	21
0795	Purchasing Assistant	13	2215	Librarian 1	17
0796	Purchasing Agent 1	18	2216	Librarian 2	18
0797	Purchasing Agent 2	23	2217	Librarian 3	23
0810	Project Coordinator	26	2218	Librarian 4	26
0812	Program Technician 1	23	2302	Teaching Assistant	13
0813	Program Technician 2	27	2309	Education Project Assistant	11
0816	Program Representative 1	22	2312	Education Program Assistant	13
0817	Program Representative 2	26	2313	Education Program Specialist	31
1115	Research Analyst 1	17	2315	Early Childhood Associate Teacher	15
1116	Research Analyst 2	21	2316**	Early Childhood Assistant	10
1117	Research Analyst 3	26	2392	Stage Production Coordinator	15
1118	Research Analyst 4	29	2394**	Artist's Model	6B
1142	Budget Analyst	26	2411	Bindery Assistant	10
1180	Management Analyst 1	19	2430	Newspaper N/Shift Prod Coordinator	17



# APPENDIX B - NUMERIC

## 2003-2005 OUS/SEIU CLASSIFICATION PLAN WITH SALARY RANGES

CLASS NUMBER	CLASS TITLE	SALARY RANGE	CLASS NUMBER	CLASS TITLE	SALARY RANGE
2447	Offset Press Operator 1	12	4112	HVAC Control Technician	20B
2448	Offset Press Operator 2	13	4115	Laborer 1	11
2449	Offset Press Operator 3	15	4116	Laborer 2	14
2456	Typesetter	15	4118	Maintenance Laborer Coordinator	17
2460	Photocomposition Specialist	15	4120	Trades/Maintenance Worker 1	13
2475	Printing Production Coordinator	23	4121	Trades/Maintenance Worker 2	17
2477	Print Services Technician	16	4123	Trades/Maintenance Coordinator	21T
2510	Graphic Artist 1	15	4140	Warehouse Worker	11
2511	Graphic Artist 2	18	4142	Warehouse Coordinator	15
2512	Graphic Artist 3	21	4204	Maintenance Electrician	17T
2546	Photographer 1	13B	4207	Carpenter	19B
2547	Photographer 2	15B	4209	Painter	18B
3109	Engineering Technician 1	15	4211	Plumber	23B
3110	Engineering Technician 2	17	4213	Electrician	24T
3111	Engineering Technician 3	19	4215	Machinist	19B
3115	Cartographer Assistant	11	4221	Plasterer	19B
3116	Cartographer 1	13	4223	Welder	18T
3117	Cartographer 2	17	4225	Sheetmetal Worker	18B
3118	Cartographer 3	19	4227	Locksmith	16B
3121	Cartographer Program Specialist	21	4231	Limited Energy Electrician	16
3140	Materials Controller	14	4245	Pipe & Steam Fitter	23B
3142	Preventative Maintenance Planner	18	4248	Electrical/Control System Technician	25T
3150	Architectural Drafter 1	16	4249	Stationary Engineer	20
3151	Architectural Drafter 2	18	4250	Stationary Boiler Operator	18T
3160	Instrument Technician 1-Mech	17	4251	Co-Generation Engineer	23
3161	Instrument Technician 2-Mech	19	4270	Construction Project Manager 1	23
3162	Instrument Technician 3-Mech	21	4271	Construction Project Manager 2	26
3163	Instrument Technologist-Mech	23	4295	Museum Technician	14
3170	Instrument Technician 1-Electr	17	4335	Electronic Technician 1	14B
3171	Instrument Technician 2-Electr	19	4336	Electronic Technician 2	17B
3172	Instrument Technician 3-Electr	21	4338	Scientific Instrument Technician 1	19T
3173	Instrument Technologist-Electr	23B	4339	Scientific Instrument Technician 2	21T
3213	Development Engineer	26	4403	Transporter	11B
3251	Facilities Engineer 1	27	4409	General Maintenance Mechanic	18B
3252	Facilities Engineer 2	30	4410	Auto Mechanic 1	12B
3253	Facilities Engineer 3	32	4411	Auto Mechanic 2	16B
3450	Radiation Protection Technologist 1	19	4413	Body/Fender Repair Worker	17B
3451	Radiation Protection Technologist 2	24	4420	Equipment Operator 1	13B
3452	Radiation Protection Technologist 3	29	4421	Equipment Operator 2	15B
3455	Health Physicist	29	4470	Refrigeration Mechanic	20B
3525	Staff Geologist	18	4475	Elevator Mechanic	26
3615	Architectural Consultant	27	4500**	Ship's Assistant Cook	9B
3715	Chemist 1	21	4501	Ship's Cook	17B
3716	Chemist 2	23	4510**	Ordinary Mariner	10
3717	Chemist 3	25	4511	Able Mariner	14
3750	Nuclear Reactor Operator	16	4512	Boatswain	16
3751	Senior Nuclear Reactor Operator	22	4515	Boat Operator	15B
3779	Microbiologist 1	23	4520	Ship's Electrician	18B
3780	Microbiologist 2	25	4525	Ship's Third Mate	15
3781	Microbiologist 3	27	4526	Ship's Second Mate	21
3815	Environmental Health/Safety Technologist	22	4527	Ship's First Mate	24
3817	Environmental Health Specialist 1	18	4535	Assistant Port Engineer	22
3818	Environmental Health Specialist 2	22	4540	Ship's QMED	14
3819	Environmental Health Specialist 3	24	4545	Ship's 2nd Assistant Engineer	18
4101	Custodian	10	4546	Ship's 1st Assistant Engineer	24
4103	Custodial Services Coordinator	13	4547	Ship's Chief Engineer	29
4109	Grounds Maintenance Worker 1	14	5110	Revenue Agent 1	16
4110	Grounds Maintenance Worker 2	16	5111	Revenue Agent 2	18



# APPENDIX B - NUMERIC

## 2003-2005 OUS/SEIU CLASSIFICATION PLAN WITH SALARY RANGES

<b>CLASS NUMBER</b>	<b>CLASS TITLE</b>	<b>SALARY RANGE</b>	<b>CLASS NUMBER</b>	<b>CLASS TITLE</b>	<b>SALARY RANGE</b>
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# APPENDIX B - NUMERIC

## 2003-2005 OUS/SEIU CLASSIFICATION PLAN WITH SALARY RANGES

CLASS NUMBER	CLASS TITLE	SALARY RANGE	CLASS NUMBER	CLASS TITLE	SALARY RANGE
5112	Revenue Agent 3	20	8104**	Seed Analyst - Entry	9
5310	Construction Inspector	22B	8105	Seed Analyst 1	12
5520	Campus Patrol Officer	12	8106	Seed Analyst 2	15
5522	Campus Security/Public Safety Officer	15	8110	Bio Science Research Worker	10
5550	Parking Services Representative	11	8113	Bio Science Research Tech 1	13
5641	Fiscal Auditor 1	23	8114	Bio Science Research Tech 2	15
5642	Fiscal Auditor 2	26	8115	Bio Science Research Tech 3	17
5645	Governmental Auditor - Entry	18	8145	Horticulturist	23
5646	Governmental Auditor 1	23	9100**	Food Service Worker 1	7
5647	Governmental Auditor 2	26	9101**	Food Service Worker 2	9
5648	Governmental Auditor 3	29	9102	Food Service Worker 3	12
5705	Industrial Hygienist 1	18	9103	Food Service Coordinator	17
5706	Industrial Hygienist 2	23	9110	Baker	16
5707	Industrial Hygienist 3	25	9114	Day Care Center Cook	12
5708	Industrial Hygienist 4	27	9116	Cook 1	12
5955	Nutrition Consultant	25	9117	Cook 2	16
6107	Medical Aide	12	9200**	Seamster 1	9
6135	Licensed Practical Nurse	16	9201	Seamster 2	12
6222	Staff Nurse	25	9210**	Laundry Worker	8
6223	Charge Nurse	27			
6224	Registered Nurse 1	25			
6225	Registered Nurse 2	27			
6258	Mid-Level Medical Practitioner	30			
6260	Pharmacist	33			
6270	Pharmacy Technician 1	15			
6271	Pharmacy Technician 2	17			
6298	Psychometrician	16			
6347	Radiologic Technologist 1	18			
6348	Radiologic Technologist 2	21			
6390**	Dental Assistant 1	10			
6391	Dental Assistant 2	13			
6396	Dental Hygienist	26			
6411	Vet Animal Attendant	12			
6420	Veterinary Technician 1	12			
6421	Veterinary Technician 2	13			
6422	Veterinary Technician 3	16			
6423	Veterinary Technician 4	18			
6435	Necropsy Assistant	16			
6500	Therapy Aide	11			
6502	Licensed Physical Therapy Assistant	17			
6503	Physical Therapist	27			
6612	Social Services Specialist 1	24			
6613	Social Services Specialist 2	26	"B"	Rates are the four top steps of a regular salary range.	
6640	Nutrition Education Assistant	11			
6642	Nutrition Education Coordinator	13			
6805**	Laboratory Aide	10	"I"	OUS and SEIU negotiated information technology positions with broadband pay ranges. Article 69 contains a complete description of the program.	
6807	Laboratory Assistant	12			
6810	Laboratory Technician 1	15			
6811	Laboratory Technician 2	19			
6820	Medical Laboratory Tech 1	15			
6821	Medical Laboratory Tech 2	18	"T"	Four-step ranges that have steps between regular salary ranges.	
6823	Medical Lab Technologist	23			
6840	Histotechnologist	19			
6870	Science Lab Preparator	20	*	See Article 69, Information Technology Compensation Plan & Appendix E	
6880	Laboratory Animal Technician 1	10		Information Technology Salary Ranges	
6881	Laboratory Animal Technician 2	13			
6885	Vet Isolation Fac Animal Attendant	14B			
8102	Seed Certification Aide 1	10	**	See Article 21, Salary, Section 3 (E)	



# APPENDIX B - NUMERIC

## 2003-2005 OUS/SEIU CLASSIFICATION PLAN WITH SALARY RANGES

<b>CLASS NUMBER</b>	<b>CLASS TITLE</b>	<b>SALARY RANGE</b>	<b>CLASS NUMBER</b>	<b>CLASS TITLE</b>	<b>SALARY RANGE</b>
8103	Seed Certification Aide 2	12			



OUS/SEIU-OPEU  
MONTHLY SALARY SCHEDULE

Appendix C

SALARY RANGE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
5	1271	1318	1375	1422	1477	1534	1600	1662
5B					1477	1534	1600	1662
6	1318	1375	1422	1477	1534	1600	1662	1724
6B					1534	1600	1662	1724
7	1375	1422	1477	1534	1600	1662	1724	1796
8	1422	1464	1519	1589	1658	1723	1796	1873
8B					1658	1723	1796	1873
9	1464	1519	1589	1658	1723	1796	1873	1958
9B					1723	1796	1873	1958
10	1519	1589	1658	1723	1796	1873	1958	2028
11	1589	1658	1723	1796	1873	1958	2028	2125
11B					1873	1958	2028	2125
12	1658	1723	1796	1873	1958	2028	2125	2219
12B					1958	2028	2125	2219
13	1723	1796	1873	1958	2028	2125	2219	2330
13B					2028	2125	2219	2330
14	1796	1873	1958	2028	2125	2219	2330	2441
14B					2125	2219	2330	2441
15	1873	1958	2028	2125	2219	2330	2441	2557
15B					2219	2330	2441	2557
16	1958	2028	2125	2219	2330	2441	2557	2675
16B					2330	2441	2557	2675
17	2028	2125	2219	2330	2441	2557	2675	2805
17B					2441	2557	2675	2805
17T					2522	2643	2769	2904
18	2125	2219	2330	2441	2557	2675	2805	2938
18B					2557	2675	2805	2938
18T					2643	2769	2904	3046
19	2219	2330	2441	2557	2675	2805	2938	3077
19B					2675	2805	2938	3077
19T					2769	2904	3043	3184
20	2330	2441	2557	2675	2805	2938	3077	3224
20B					2805	2938	3077	3224
21	2441	2557	2675	2805	2938	3077	3224	3386
21I	1941							3538
21T					3043	3184	3336	3503
22	2557	2675	2805	2938	3077	3224	3386	3546
22B					3077	3224	3386	3546
23	2675	2805	2938	3077	3224	3386	3546	3716
23B					3224	3386	3546	3716
24	2805	2938	3077	3224	3386	3546	3716	3893
24T					3490	3653	3829	4030
25	2938	3077	3224	3386	3546	3716	3893	4086



OUS/SEIU-OPEU  
MONTHLY SALARY SCHEDULE

Appendix C

25T					3653	3844	4030	4226
26	3077	3224	3386	3546	3716	3893	4086	4287
26I	2085							4464
27	3224	3386	3546	3716	3893	4086	4287	4498
28	3386	3546	3716	3893	4086	4287	4498	4712
28I	1944							4840
29	3546	3716	3893	4086	4287	4498	4712	4945
30	3716	3893	4086	4287	4498	4712	4945	5183
31	3893	4086	4287	4498	4712	4945	5183	5438
32	4086	4287	4498	4712	4945	5183	5438	5703
32I	2395							5880
33	4287	4498	4712	4945	5183	5438	5703	5985
34	4498	4712	4945	5183	5438	5703	5985	6272
34I	2629							6419

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

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



OUS/SEIU  
Monthly Salary Schedule  
INFORMATION TECHNOLOGY

Appendix D

February 1, 2003

<b>Salary Range</b>	<b>Low</b>	<b>Control Point</b>	<b>High</b>
21I-1	1944	2683	2890
21I-2	2510	3464	3538
26I-1	2085	2877	3106
26I-2	2698	3723	4464
28I-1	1947	2687	2895
28I-2	2514	3469	4247
28I-3	3274	4518	4840
32I-1	2395	3305	3571
32I-2	3099	4277	5241
32I-3	4041	5577	5880
34I-1	2629	3628	3923
34I-2	3405	4699	5760
34I-3	4440	6127	6419



**APPENDIX E – GRIEVANCE FILING AND TIMELINE CHART**

TYPE OF CASE	STEP 1	STEP 2	STEP 3	STEP 4
Letters of Reprimand and other grievances not listed below	Immediate excluded supervisor within 30 calendar days of the alleged violation* or receipt of the reprimand	University/college President or designee within 30 calendar days after the Step 1 response is due or received, whichever occurs first	OUS HR Division within 30 calendar days after Step 2 response is received	Arbitration within 65 calendar days of receipt of Step 3 response by Union's Legal Department
Discipline other than letters of reprimand and dismissal	File at Step 2	University/college President or designee within 30 calendar days of the effective date of the discipline	OUS HR Division within 30 calendar days after Step 2 response is received	Arbitration within 65 calendar days of receipt of Step 3 response by Union's Legal Department
Group grievances involving multiple supervisors in one university	File at Step 2	University/college President or designee within 30 calendar days of the alleged violation*	OUS HR Division within 30 calendar days after Step 2 response is received	Arbitration within 65 calendar days of receipt of Step 3 response by Union's Legal Department
Layoff and Recall	File at Step 2	University/college President or designee within 30 calendar days of the alleged violation *	OUS HR Division within 30 calendar days after Step 2 response is received	Arbitration within 65 calendar days of receipt of Step 3 response by Union's Legal Department
Family Medical Leave Act (FMLA) and Oregon Family Leave Act (OFLA)	File at Step 2	University/college President or designee within 30 calendar days of the alleged violation *, copy to OUS HR Division	FMLA - may be submitted to US DOL if unresolved OFLA – may be submitted to BOLI	
Reclassification downward	File at Step 2	University/college President or designee within 30 calendar days of receipt of notice of reclassification downward	OUS HR Division within 30 calendar days after Step 2 response is received	Arbitration within 65 calendar days of receipt of Step 3 response by Union's Legal Department
Information Technology Competency Level	File at Step 2	University/college President or designee within 30 calendar days of receipt of denial of employee's request to move to a higher competency level	OUS HR Division within 30 calendar days after Step 2 response is received	Arbitration within 65 calendar days of receipt of Step 3 response by Union's Legal Department
Discrimination grievances involving sexual orientation or sexual harassment	File at Step 2	University/college President or designee within 30 calendar days of the alleged violation *	OUS HR Division within 30 calendar days after Step 2 response is received	Arbitration within 65 calendar days of receipt of Step 3 response by Union's Legal Department or EEOC/BOLI per applicable timelines
All other discrimination grievances	File at Step 2	University/college President or designee within 30 calendar days of the alleged violation *	OUS HR Division within 30 calendar days after Step 2 response is received	EEOC/BOLI per applicable timelines
Dismissal	File at Step 3	File at Step 3	OUS HR Division within 30 calendar days after the effective date of the dismissal	Arbitration within 20 calendar days of receipt of Step 3 response by Union's Legal Department
Group grievances involving multiple universities	File at Step 3	File at Step 3	OUS HR Division within 30 calendar days of the alleged violation *	Arbitration within 65 calendar days of receipt of Step 3 response by Union's Legal Department
Denial of reclassification upward	File at Step 3	File at Step 3	OUS HR Division within 30 calendar days of receipt of university/college denial of employee reclass request	Arbitration within 65 calendar days of receipt of Step 3 response by Union's Legal Department

\*The date the union or the grievant knew or by reasonable diligence should have known of the alleged grievance.  
**NOTE:** If the deadline for filing or appealing a grievance falls on a Saturday or Sunday or university/college holiday, the deadline will be 5p.m. on the university/college next business day.

