

# **Collective Bargaining Agreement**

**between**

**The University of Oregon**

**and**

**University of Oregon Police Association**

**December 13, 2023 through June 30, 2026**

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

This Agreement is entered into between the University of Oregon Police Association (UOPA), hereinafter the Association, and University of Oregon (UO), hereinafter the University.

## **ARTICLE 2: RECOGNITION**

**Section 1.** The University recognizes the Association as the exclusive bargaining representative for all University of Oregon sworn police officers, community service officers (CSOs) and campus dispatchers, excluding unclassified, exempt, supervisory, managerial and confidential employees as defined by law or as determined by the Employment Relations Board.

### **Section 2.**

**(A)** When the University intends to exclude a filled bargaining unit position based on supervisory, confidential, managerial, or other unclassified status, the Employer agrees to provide the Association and the affected employee(s) with no less than thirty (30) calendar days written notice of such intent. Such notice shall include the basis for the exclusion and a copy of the current position description, including a statement of the specific duties of the position supporting the change in status. The employee may elect to exercise his/her layoff rights under Article 37 - Layoff. If the employee elects to exercise layoff rights, the layoff will not be effective prior to the end of the thirty (30)-day notice period. If the University decides during the thirty (30)-day notice period not to proceed with the exclusion and the position is not otherwise eliminated, the employee shall remain in the position. The effective date of the exclusion remains unchanged.

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

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

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

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

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

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

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

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

(E) For purposes of this Section, written notice may be provided by personal delivery, e-mail, fax, or mail (postmarked) within the time frames cited above. Notices to the Association under this Section will be sent to the Association's President.

**Section 3.** The University and the Association have established a single bargaining unit made up of employees at the University of Oregon designated in Section 1 of this Article.

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

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

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

**Section 2.** This Agreement supersedes all prior collective bargaining agreements and letters of agreement negotiated between the Association on behalf of the designated bargaining unit and the University.

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

**Section 1.** This Agreement shall become effective the first day of the first month following ratification by the Parties and expires June 30, 2026, except where specifically stated otherwise in this Agreement.

**Section 2.** Either party may give written notice during the period of October 15—November 15, 2025 of its desire to negotiate a successor Agreement. Such negotiations shall commence with an exchange of written proposals by the parties no later than February 1, 2026. The agreement shall remain in full force and effect during the period of negotiations and any subsequent impasse proceeding.

**Section 3.** This Agreement shall not be opened during the term of the Agreement except by mutual agreement of the parties, by proper use of Article 6 - Separability, or as provided in Section 2 of this Article or as otherwise specified in this Agreement.

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

### **Section 1. Complete Agreement**

(A) Pursuant to their statutory obligations to bargain in good faith, the University and the Association have met in full and free discussion concerning matters in “employment relations” as defined by ORS 243.650(7). This Agreement incorporates the sole and complete agreement between the University and the Association resulting from those negotiations. The Association agrees that the University has no further obligation during the term of this Agreement to bargain wages, hours or working conditions except as specified below. The University agrees that during the term of this Agreement it may not unilaterally change employee wages or hours. “Working conditions” established by a specific provision of this Agreement may not be unilaterally changed. Other “working conditions” not covered by this Agreement may only be changed pursuant to the restrictions and procedures in Section 2 of this Article.

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

- (1) Campus-based mass transit passes and/or discounts.
- (2) Modification or elimination of a campus-specific benefit, that results in a lower benefit for bargaining unit employees compared to other employee groups.
- (3) Bargaining unit members who are using the tuition discount for the undergraduate education of a dependent child will be entitled to a second, concurrent tuition discount for a dependent child to attend undergraduate programs at the University of Oregon. The terms, conditions, eligibility requirements, and discount available applicable to this additional tuition discount will be the same as the terms, conditions, eligibility requirements, and discount available under the tuition discount program.

### **Section 2. Past Practices**

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

(B) The Employer may change or issue new work practices or rules covering permissive subjects of bargaining, including issuing administrative rules or policies over issues which are nonnegotiable and are not in conflict with or otherwise addressed in a specific provision of this Agreement. The University may not change or issue new work practices or rules covering mandatory subjects of bargaining, including issuing new administrative rules or policies over

“working condition” issues which are negotiable, without providing the Association with notice and an opportunity to bargain.

(C) If the University believes the change is a mandatory subject of bargaining, the parties shall meet within ten (10) days of the Association’s request to meet. Three (3) Association Representatives will be allowed to use work time without loss of pay or benefits to participate in these negotiations. The University will not be liable for any overtime, premium pay, travel reimbursement or mileage for the Association Representative.

(D) If, after bargaining, the parties do not reach agreement, the Association may exercise its right to utilize those dispute resolution procedures under ORS 243.712-ORS 243.762 that are lawfully available to strike-prohibited bargaining units.

## **ARTICLE 6: SEPARABILITY**

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

## **ARTICLE 7: NO STRIKE OR LOCKOUT**

The University agrees that during the term of this Agreement, the University shall not cause or permit any lockout of bargaining unit employees from their work.

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

Upon notification, confirmed in writing by the University to the Association, that certain bargaining unit employees covered by this Agreement are engaging in a strike, walkout, slowdown, boycott, picketing or any other work stoppage activity in violation of this Article, the Association shall, upon receipt of a mailing list, advise such striking employees in writing with a copy to the University to return to work immediately. Such notification by the Association shall not constitute an admission that it has caused or counseled such strike activity. The notification by the Association to employees covered by this Agreement shall be made at the request of the University.

A bargaining unit employee who participates in any strike, walkout, slowdown, boycott, picketing, or any other work stoppage activity in violation of this Article shall be subject to discipline, up to and including discharge.

## **ARTICLE 8: EMPLOYER RIGHTS**

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

- (A) manage and direct employees;
- (B) hire, promote, transfer, assign and retain employees;
- (C) suspend, discharge or take other proper disciplinary action against employees;
- (D) reassign employees;
- (E) relieve employees from duty because of lack of work or other reasons;
- (F) schedule work;
- (G) determine methods, means and personnel by which operations are to be conducted;
- (H) set standards for service;
- (I) take all necessary actions to carry out its mission in emergencies;
- (J) exercise complete control and direction over its organization and technology of performing its work; and
- (K) determine the need for a reduction or increase in the workforce.

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

Wherever “emergencies” are referenced in this Agreement, they will be defined as an unforeseen combination of circumstances calling for immediate action. Schedule changes due to events with advance notice would not be considered emergencies.

**Section 3.** The University has the right to make reasonable work rules, but in no case will such work rules be promulgated or implemented which are inconsistent with this Agreement. Bargaining unit members shall comply with the work rules found in the University of Oregon Police Department Policy Manual and all duly adopted University policies, except to the extent that such work rules and policies conflict with an express provision of this Agreement.



The University agrees that, before changing existing or implementing new work rules, it will provide written notice to the Association of proposed changes of the existing work rules or proposed new work rules, and immediately meet to bargain those changes that are mandatory subjects of bargaining or the impact of those changes that are permissive subjects of bargaining where the impacts are mandatory subjects of bargaining. In the event that the University violates any of the above sections of this Article, the Association will have the right to grieve those violations under Article 16 - Grievance and Arbitration Procedure, of this Agreement.

## **ARTICLE 9: ASSOCIATION RIGHTS**

### **Section 1. Rights/Obligations**

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

(B) Employees covered by this Agreement are at all times entitled to act through an Association representative in taking any grievance action or following any alternate procedure under this Agreement.

(C) Once a bargaining unit member files a grievance, the employee shall not be required to discuss the subject matter of the grievance without the presence of the Association representative if the employee elects to be represented by the Association.

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

### **Section 2. Association Representatives**

(A) Association representatives, with approval from a responsible manager, shall be allowed reasonable contact with bargaining unit members on university facilities. The purpose of these visits will be to meet with employees or management regarding any actions or procedures under this Agreement, including but not limited to, employee grievances per Article 16 - Grievance and Arbitration Procedure.

(B) Association representatives will have the right to contact any UOPA represented employee in the workplace, as long as it does not interfere with the normal flow of work.

(C) **List of Association Representatives.** The Association shall provide the University with a list of the names of authorized Association Representatives with duty location and worksite representation responsibility, and shall update those lists in writing to the University's chief human

resource officer or designee within five (5) work days of any changes. An employee will not be recognized as a representative, or accorded the rights of a representative as provided in this Agreement, unless such written notice has been provided by the Association to the University's chief human resource officer or designee. If problems arise regarding Association Representative authorized activities in representing employees, the Association agrees to discuss the problem with the University's chief human resource officer or designee.

**(D) Association Representation.** The University agrees that an Association representation system exists for employee representation available to all employees covered by this Agreement and also agrees to respect that when the employee is acting in his/her role of representative, the relationship is different from that of supervisor and employee.

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

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

**Section 5. Electronic Mail – Access and Usage.**

**(A)** Association representatives and bargaining unit employees shall be allowed to use the University's electronic mail system for Association business. Such use shall be in compliance with the acceptable use policy for the University and according to the following conditions:

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

The University shall remove any blocks that bar the free transmission of electronic mail between Association electronic mail servers and University electronic mail servers.

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

workstation or otherwise have access to a University-provided computer may use “public access” computers as the University’s policy allows.

**Section 6.** The University agrees that there shall be no reprisal, coercion, intimidation or discrimination against any represented employee for protected Association activities. It is recognized that only certain protected activities are permitted during work hours.

**Section 7. New Employee Orientation.** Reasonable time shall be granted for a representative of the Association to make a presentation at the orientation of new employees on behalf of the Association for the purpose of identifying the organization’s representation status, organizational benefits, facilities, and related information and distributing and collecting membership applications. This time is not to be used for discussion of labor/management disputes. If the Association representative is an employee of the University, the employee shall be given time off with pay for the time required to make the presentation. The University will provide the Association reasonable notice of the place and time of meetings for the orientation of new employees.

**Section 8. Association Representatives Time Off.**

**(A)** Association Representatives will be granted mutually agreed upon time off during regularly scheduled working hours to investigate and process grievances, and to represent employees in investigatory interviews or disciplinary meetings as described in Article 15 - Discipline and Discharge, Section 2 upon notice to their immediate supervisor. If the permitted activities would interfere with the work the representative or employee is expected to perform, the immediate supervisor shall, within the next work day, arrange a mutually satisfactory time for the requested activity.

**(B)** Association Representatives will receive their regular rate of pay for time spent processing grievances and representing bargaining unit employees in investigatory interviews or disciplinary meetings as described in Article 15, Discipline and Discharge, Section 2 during their regularly scheduled hours of employment. However, except as provided in Article 16, Grievance and Arbitration Procedure, Section 8 and Section 9, only one (1) Association Representative will be in pay status for any one (1) grievance. Supervisors may request that representatives maintain and submit a monthly activity report of work time spent investigating and processing grievances.

**(C)** The University is not responsible for any compensation of employees or their representative for time spent processing grievances, representing bargaining unit employees in investigatory interviews or disciplinary meetings, or distributing Association material outside their regularly scheduled hours of employment. The University is not responsible for any travel or subsistence expenses incurred by a grievant or Association Representative in the processing of grievances.

Association representatives who attend disciplinary meetings and investigative interviews outside their regularly scheduled work days/hours will be allowed to flex their work schedule. No overtime will be incurred by the University as a result of this flexed time. The flex-time must be arranged in advance with the employee’s supervisor.

(D) Subject to the employee's work unit operating requirements, Association Representatives shall be granted personal leave, accrued vacation leave, accrued compensatory time or leave of absence without pay at their request to attend association trainings, conferences, or to perform other association business. Such request will be submitted in writing at least ten (10) work days before the training.

#### **Section 9.**

(A) Upon timely request, the University shall make available at no cost to the Association the latest copy of any bargaining unit employee (as defined in Article 2, Recognition, of this Agreement) statistical and expenditure reports relative to employment and benefits currently produced by the University that do not require manual or machine editing to remove confidential data or non-bargaining unit employee data. Such request must be made in advance of the preparation of the reports. If new and appropriate employee statistical and expenditure reports are produced by the University, the University and the Association may mutually agree in advance to provide such reports at no cost.

(B) Upon request, the University shall make available to the Association at cost any bargaining unit employee (as defined in Article 2, Recognition, of this Agreement) statistical and expenditure data relative to employment and benefits which is possible to produce, although not normally produced, by the University. Data that are not normally produced, but possible to produce, include manual or machine editing of existing reports to remove confidential data or data on non-bargaining unit employees or data or reports that require new development

(C) The University shall furnish monthly to the Association a list of new employees hired into positions represented by the Association and part of the bargaining unit as defined in Article 2, Recognition, of this Agreement. The list shall contain the name, classification, date of employment, transfer if known, and worksites of the new employees.

#### **Section 10. Dues Deduction**

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

(B) **Dues Deduction Register.** An alphabetical listing of dues deducted for the previous month for Association members in the bargaining unit as defined by Article 2,

Recognition, of this Agreement by the University shall be forwarded to the Association by the third work day for each month with the dues check. The listing shall be compiled and mailed by the Payroll Center and shall list the employee's name, (last, first, middle initial), employee's identification number, amount deducted, base pay, classification number and representation code.

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

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

Formatted employee's identification number

Prior month deduction

Current month deduction

Variance (difference between prior month deduction and current month)

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

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

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

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

**(F)** The Payroll Center shall provide monthly an electronic file on any agreed form of media or means of data transmission, all members which contains the following information in its most updated form:

Employee's Identification Number

Employee name

Work Address

Work City  
Work State  
Work Zip Code  
Work Phone  
Home Phone  
Work E-mail (if available)  
University Position number  
Position Class  
Position Description  
Annual Salary Indicator  
Annual Salary  
Current Hire Date  
Adjusted Service Date

**(G)** The Association agrees to pay the one-time reasonable cost associated with reprogramming to comply with formatting and additions for providing the information requested by the Association in Sections 11 and 12 of this Article as well as all reasonable ongoing administrative costs. It is understood that the University is not required to provide information not currently available in the database but rather will prospectively gather such information.

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

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

**(J)** The University will bill the Association for any additional costs associated with preparing information not already specifically contained in this Article.

**Section 11. Other Deductions.** Voluntary payroll deductions made to the Association for employee benefits will be submitted at the same time as regular dues deductions.

No later than the 15<sup>th</sup> of each month, the Association shall receive a benefit register for each benefit listing each employee, the amount deducted and the purpose of the deduction.

**Section 12. PECBA Information Requests.** Where the Association requests information pursuant to the Public Employees Collective Bargaining Act (“PECBA”), the University will acknowledge receipt of the Association’s request as soon as practicable and reserves the right to challenge the Association’s request.

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

## **ARTICLE 10: EMPLOYEE ASSISTANCE PROGRAM (EAP)**

**Section 1.** No information gathered by an Employee Assistance Program may be used to discipline an employee.

**Section 2.** Employees shall be entitled to use accrued sick leave for participation in an Employee Assistance Program.

**Section 3.** The University will offer training to Association Representatives on the Employee Assistance Program, on university time, where an Employee Assistance Program is available.

## **ARTICLE 11: CONTRACTING OUT**

The Association recognizes that the University has the management right, at its sole discretion, to decide to contract out work performed by bargaining unit members except where management’s exercise of that right is limited or otherwise governed by this Agreement. Except where an emergency situation exists, before the University contracts out work which would result in the layoff of existing bargaining unit employees, the University will notify the Association and offer the Association the opportunity to discuss the matter before the date any existing bargaining unit employee is laid off as a direct result of such subcontracting or contracting out.

## **ARTICLE 12: NEGOTIATIONS PROCEDURES**

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

**Section 2.** The University agrees to grant paid release time for three (3) bargaining unit

employees to represent the Association for actual negotiating table time including caucuses, negotiation work sessions and a reasonable number of membership meetings relating to negotiations starting on the October 15 prior to the current contract expiration. The Association agrees, as a prior condition to the release of the employee from work, to notify the University in writing of the member designated for negotiations. Association representatives who attend bargaining sessions outside their regularly scheduled work days/hours will be allowed to flex their work schedule. No overtime will be incurred by the University as a result of this flexed time. The flex-time must be arranged in advance with the employee's supervisor. The University is not responsible for travel, per diem, overtime or other benefits beyond that which the employee would have received had the employee not attended bargaining sessions. Subject in each case to prior approval by the University, the University further agrees to grant leave without pay to additional employees determined necessary by the Association to attend negotiating sessions. Should it become necessary for the University to replace an employee so as to permit that employee to participate in collective bargaining negotiations, the Association agrees alternatively as follows:

(A) Fifteen (15) work-days' notice shall be given by the Association to the University so as to allow the University to avoid payment of penalty pay for the schedule change of the replacement employee; or

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

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

## **ARTICLE 13: PARKING**

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

## **ARTICLE 14: PERSONNEL RECORDS**

### **Section 1. The Official Personnel File**

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

Upon reasonable notice, an employee may inspect the records, excluding any confidential reports from previous employers, in his/her official University personnel file; provided that, if the official personnel file is kept at a separate facility, the employee shall, at the University's discretion, either be allowed to go where the file is kept or the file will be brought to the employee



for review within five (5) work days of his/her request. With the employee's written authorization, his/her Association Representative may inspect the employee's official personnel file, consistent with the time requirements provided herein. No grievance material shall be kept in an employee's official personnel file.

**(B)** No information reflecting critically upon an employee except notices of discharge shall be placed in the employee's official personnel file that does not bear the signature of the employee. The employee shall be required to sign material to be placed in his/her official personnel file provided the following disclaimer is attached: "Employee's signature confirms only that the supervisor has discussed and given a copy of the material to the employee. The employee's signature does not indicate agreement or disagreement with the contents of this material." If an employee is not available within five (5) working days or refuses to sign the material, the University may place the material in the file provided a statement has been signed by two (2) management representatives and a copy of the document was emailed to the employee's University email account.

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

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

**(E)** Employee personnel files, supervisory files, medical records and internal affairs files will be maintained as confidential records to the full extent allowed by law. No portion of an employee's file shall be transmitted outside the University except as permitted or required by law. Unless prohibited by law or as part of a criminal investigation, the University shall provide the affected employee with reasonable advance notice before transmitting an employee's files to persons outside the University.

**(F)** The University will keep all physical personnel files in a locked file cabinet within a locked room. The University will keep digital personnel files in encrypted and password-protected files/drives. Access to all personnel files shall be limited to full-time University employees, authorized by the University's chief human resources officer or by the University's Chief of Police, who have a need-to-know interest in the information.

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

In accordance with state law, materials removed from sworn employees' personnel files shall be retained in a confidential retention personnel file. The confidential retention personnel file shall be retained according to state records retention laws. Materials in an employee's confidential retention personnel file shall not be used for purposes of progressive discipline.

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

Material mutually-agreed to be incorrect will be removed from an employee's personnel file. (See Article 39 - Position Descriptions and Performance Evaluation.)

## **Section 2. Supervisory Files**

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

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

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

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

## **ARTICLE 15: DISCIPLINE AND DISCHARGE**

### **Section 1. Progressive Discipline, Sanctions and General Procedures**

(A) The principles of progressive discipline shall be used when appropriate. Some conduct warrants a substantial sanction or discharge on the first occurrence. A history of discipline, whether identical in nature or not, may have a cumulative effect, resulting in a more severe sanction.

(B) Discipline shall include, but not be limited to: written reprimands; denial of an annual performance pay increase; reduction in pay; demotion; suspension and dismissal. Discipline shall be imposed only for just cause.

(C) The parties agree that the procedures described in Article 15 - Discipline and Discharge, Article 16 - Grievance and Arbitration Procedure, and Article 17 - No Discrimination

shall be the only contractual procedure for resolving disputes concerning discipline and discharge.

**Section 2. Interview Procedures.** The following procedures apply when any employee is interviewed concerning an act, which, if proven, could reasonably result in disciplinary action against the employee:

(A) Employees normally will be provided with five (5) days notice of an investigatory interview. If the University determines that the nature of the investigation requires that an employee be interviewed with less than five (5) days notice, the University will provide the employee with at least twenty four (24) hours' notice of the investigatory interview and will provide UOPA with the rationale for the decision.

(B) The employee may have an Association representative and Association attorney present at the interview. The employee's right to have an Association representative present at the interview shall not unduly delay the interview.

(C) The employee will not be provided with prior notice if doing so would jeopardize a criminal investigation. The employee will be given a *Garrity* warning when required by state or federal law.

(D) If the University, Association, or employee audio or video records the interview, a copy of the complete interview of the employee, noting all recess periods, shall be furnished, upon request to all parties, unless doing so could potentially compromise a criminal investigation. If the interviewed employee is subsequently criminally charged and any part of the recording is transcribed by the University, the employee shall be provided upon request a copy of the interview transcript.

(E) Interviews and investigations shall be concluded with no unreasonable delay.

**Section 3. Investigative Report.** Investigations should be concluded within ninety (90) days of intake. If an investigation will take longer than ninety (90) days after intake, the University will provide UOPA with the rationale for the delay. After the investigation is complete, the employee and/or Association will be furnished with a copy of the completed investigative report upon request, which will contain all known material facts of the matter, including any audio/video recordings, at no cost. If no disciplinary action is taken, investigation material will not be recorded in the employee personnel file.

**Section 4. Criminal Investigation.** This Article shall not apply to criminal investigations.

### **Section 5. Reduction, Suspension and Demotion**

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

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

(1) results in further disciplinary action; or

(2) extends one-hundred and eighty (180) calendar days unless, prior to the 180<sup>th</sup> day, the University notified the affected employee and the Association representative that the investigation is extended up to a total of one hundred and eighty (180) calendar days. Such notice shall provide the reason(s) for the extension. The employee's pay shall not be reduced or suspended without a showing of just cause.

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

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

“If you choose to contest this action you have a right to be represented by the UOPA and you must file an appeal within thirty (30) calendar days from the effective date of this action in accordance with Article 16 - Grievance and Arbitration Procedure.”

Included with this statement will be the name of the Representative designated by the Association with his/her work phone and/or home phone number.

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

**(D) Appeals of Written Reprimands, Denial of a Performance Pay Increase, and any Other Form of Discipline Other than Dismissal, Reduction, Suspension and Demotion Appeals.** Appeal of a written reprimand, denial of an annual eligibility date performance pay increase, and any other form of discipline other than dismissal, reduction, suspensions and demotions shall be filed in accordance with Article 16 - Grievance and Arbitration Procedure.

**Section 6.** A written pre-dismissal notice shall be given to a regular status employee who is being considered for dismissal. Such notice shall include the then known complaints, facts and charges, and a statement that the employee may be dismissed. The employee shall be afforded an opportunity to refute such charges or present mitigating circumstances to the University at a time and date set forth in the notice, which date shall not be less than seven (7) calendar days from the date the notice is received or, at the option of the employee, by written response by that date. The employee shall be permitted to have an Association representative present. At the discretion of the University, the employee may be suspended with or without pay or be allowed to continue to work as specified in the pre-dismissal notice. Should an employee be suspended without pay, the employee will first be afforded notice and the right to present mitigating circumstances to the

University.

**Section 7. Trial Service Employees.** Employees in initial trial service with the University shall have no right to appeal removals from service under this Article.

**Section 8. Availability of Records from Complaint Resolution Proceedings.** If discipline is imposed for charges that are the subject of a Complaint made under the UO Police Department Complaint Resolution Procedures established pursuant to ORS 352.383(3), the disciplined employee shall receive the Complaint Resolution investigatory file as part of discovery in these disciplinary proceedings, unless the Complaint Resolution investigation is suspended due to a pending criminal investigation. The Complaint Resolution investigatory file will be redacted consistent with Oregon Public Records Law.

**Section 9.** The University shall follow ORS 236.360 for all disciplinary matters.

## **ARTICLE 16: GRIEVANCE AND ARBITRATION PROCEDURE**

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

Grievances which involve multiple supervisors or discipline grievances above a letter of reprimand (other than dismissal) shall commence at Step 2 of the grievance procedure. Grievances of a dismissal shall commence at Step 3 of the grievance procedure. All other grievances shall commence at Step 1, unless the parties mutually agree to start at a higher step.

Grievances shall be filed within thirty (30) calendar days of the date the grievant or the Association knows or by reasonable diligence should have known of the alleged grievance, or in the case of discipline, within thirty (30) calendar days of the effective date of the action. In the event that a deadline for filing a grievance, submitting a grievance response, or appealing a grievance response falls on a Saturday, Sunday or University holiday, such action will be considered timely if it is taken by 5:00 p.m. on the following business day (Monday – Friday).

Grievances shall be reduced to writing, and shall be signed by the grievant(s), stating the specific Article(s) alleged to have been violated, a clear explanation of the alleged violation, sufficient to allow processing of the grievance, and the remedy sought. In the case of group grievances, the grievance shall specifically enumerate, by name, the affected employees, when known. Otherwise, the affected employees will be generically described (i.e., work location, classification, approximate number of employees) in the grievance. The Association will use its grievance form. Once filed, the Association shall not expand upon the original elements and substance of the written grievance.

All grievances shall be processed in accordance with this Article and it shall be the sole and exclusive method of resolving grievances. However, grievances arising under Article 17 - No Discrimination shall be subject to the alternative procedures specifically outlined in that Article.

At the request of either party, a meeting between the Association and the University representatives will take place at any step of the grievance procedure within thirty (30) calendar days from the date of the request. If a meeting is held at the request of the grievant and/or the Association, any time limit for the University's response set forth below shall run from the date of the meeting.

**Section 2.** Time limits specified in this and the above-referenced Articles shall be strictly observed, unless either party requests a specific extension of time, which if agreed to, must be stipulated in writing and shall become part of the grievance record. "Filed" for purposes of all grievances shall mean postmarked (dated by meter or U.S. Post Office), faxed, emailed or hand-delivered by the close of the business day to the Office of Human Resources.

If at any step of the grievance procedure, the University fails to issue a response within the specified time limits, the grievance may be advanced to the next step of the grievance procedure. If the grievant or Association fails to meet the specified time limits, at any step of the grievance and arbitration procedure, the grievance will be considered withdrawn and it cannot be resubmitted.

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

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

**Section 4. Grievance Procedure.** Grievances shall be submitted to the Office of Human Resources by emailing the Director of Employee and Labor and cc'ing grievances@uoregon.edu.

**Step 1.** The grievant(s), or the Association on behalf of the grievant(s), shall file the grievance consistent with the requirements of Section 1 with his/her immediate supervisor. The supervisor shall respond in writing to the grievant(s) within thirty (30) calendar days from the receipt of the grievance.

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

The settlement shall include the statement:

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

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

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

**Step 3.** Failing to settle the grievance in accordance with Step 2, the appeal, if pursued, must be filed by the Association and received by the University President or designee within thirty (30) calendar days after the Step 2 response is due or received, whichever occurs first. A copy of the Step 3 appeal shall be sent concurrently to the University's Human Resources Office. The University President or designee shall respond in writing within thirty (30) calendar days from receipt of the Step 3 appeal. A copy of the Step 3 response shall be sent concurrently to the Association representative filing the Step 3 appeal and the Association's Legal Counsel.

**Step 4.** Grievances that are not satisfactorily resolved at Step 3 may be appealed to arbitration, in accordance with Section 5 of this Article.

#### **Section 5. Arbitration Selection and Authority.**

**(A).** Within fifty-five (55) calendar days of receipt of the University President's or designee's response at Step 3 by the Association's Legal Counsel, the Association shall notify the Oregon Employment Relations Board (ERB) of the dispute and request a list of seven (7) arbitrators. A copy of such notice shall be sent concurrently to the University Human Resources Office. In the event the Association fails to notify ERB within fifty-five (55) calendar days of receipt of the University's Step 3 response, as specified above, the grievance shall be considered withdrawn and it cannot be resubmitted. The Association may request, and the University may agree, to an additional thirty (30) calendar days in which to file a request to select an arbitrator. However, any additional time agreed to will not be used in calculating the University's liability for any remedy awarded by an arbitrator.

**(B)** The arbitrator shall have the authority to hear and rule on all issues that arise over substantive or procedural arbitrability. Such issues, if raised, must be heard prior to hearing the merits of any appeal to arbitration. Upon motion by either party to bifurcate the hearing on procedural or substantive arbitrability issues, the arbitrator will make the determination on bifurcation. Should the arbitrator choose to take the arbitrability issue under advisement and proceed with the merits, he/she shall issue a written decision on the arbitrability issue only, should the issue be found to be nonarbitrable.

**(C)** The Parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties. The arbitrator shall issue his/her decision or award within thirty (30) calendar days of the closing of the hearing record. The arbitrator shall have no authority to rule contrary to, to amend, add to, subtract from, change or eliminate any of the terms of this Agreement, and shall be confined to the application and interpretation of this Agreement. The arbitrator shall not make any decision that limits or interferes with the authority of the University, except as modified by this Agreement.

(D). All fees and expenses of the arbitrator shall be paid by the non-prevailing party. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

**Section 6.** A grievant and the Association Representative of record shall be granted leave with pay for appearance in arbitration proceedings, including the time required going and returning to his/her headquarters.

**Section 7.** No reprisals shall be taken against any employee for exercise of his/her rights under the provisions of this Article.

**Section 8. Grievance Committee.** A committee of two (2) Association Representatives for the bargaining unit shall be appointed by the Association to act as a grievance committee. The committee shall discuss pending employee grievances for the purpose of achieving resolutions at the lowest possible level of the grievance procedure. The Association Representatives appointed to this committee shall be allowed no more than one (1) hour on duty per month for committee meetings, without loss of pay and benefits provided time off is prescheduled with the supervisor and activity is reported to the supervisor pursuant to Article 9 - Association Rights. The University shall suffer no overtime obligation as a result of this Article.

**Section 9. Grievance Resolution Meetings.** The Association President or E-Board member as designated by the Association and the University's chief human resources officer or designee shall schedule meetings as needed, but not more frequently than every other month, to review pending grievances and contractual issues and to make good faith efforts to resolve such grievances and issues. The Association President or E-Board member as designated by the Association and the University's chief human resources officer or designee shall mutually agree on the participation of other Association and University representatives at these meetings on a case-by-case basis. Such meetings shall take place during regular working hours. Bargaining unit employees authorized to attend these meetings shall be considered to be on work time.

**Section 10.** Upon the Association's written request in support of a specific grievance, the University, within a reasonable period of time, will provide a listed summary of redacted University-issued disciplinary actions. Such requests will not extend beyond the statutory records retention requirement and the cost for preparing the summary will be borne by the Association.

## **ARTICLE 17: NO DISCRIMINATION**

**Section 1.** It is the policy of the University and the Association to continue their policies not to engage in unlawful discrimination against any employee because of race, color, marital status, religion, sex, national origin, age, or disability, or any other protected class under State or Federal Law. Neither will the University discriminate based on sexual orientation. Complaints alleging such discrimination may be directed to the University's Office of Investigations and Civil Rights Compliance (OICRC) or presented as a Step 2 grievance as set forth below.



**Section 2.** Sexual harassment is considered a form of sex discrimination. No employee shall be subjected to sexual harassment by the University, Association or other bargaining unit members. Unwelcome sexual advances, requests for sexual favors and other deliberate or repeated unsolicited verbal or physical conduct of a sexual nature constitute sexual harassment when:

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

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

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

**Section 3.** Any grievance alleging violation of this Article may proceed only to Step 2 and is not arbitrable. Any such grievance will be submitted in writing within thirty (30) calendar days of the date the grievant or the Association knows or by reasonable diligence should have known of the alleged grievance, directly to the Chief of Police or designee as defined or used in Article 16 - Grievance and Arbitration Procedure, Section 5. The Chief of Police or designee shall respond within thirty (30) calendar days after receipt of the grievance. If an employee or the Association files a discrimination grievance under this Article, and the employee also files a discrimination complaint with the University's Office of Investigations and Civil Rights Compliance (OICRC) concerning the same allegations, the deadline for the response to the grievance shall be seven (7) calendar days after whichever of the following occurs first:

(A) sixty (60) calendar days from the date the complaint is filed with the University's OICRC, or

(B) the date of the University's OICRC response to the complaint.

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

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

## **ARTICLE 18: DIFFERENTIAL AND CERTIFICATION PAY**

**Section 1. Limitation on Pay Increases.** No employee shall receive more than a fifteen percent (15%) pay increase under Sections 2 and 3 of this Article. The amounts will be added to

an employee's base wage as outlined in Article 19 - Salary, effective the month following confirmation of the certification award.

**Section 2. Certification Pay.**

**(A) Bilingual.** A differential of five percent (5%) over base rate will be paid to employees that are proficient in a second language and specifically required to use the bilingual skills (i.e., translation to and from English to another foreign language or the use of sign language) as a condition of employment. The interpretation and translation skills must be contained in an employee's individual position's position description. If the University elects to create a position requiring bilingual skills, an existing employee selected to fill that position shall have the employee's position description amended to include the required bilingual skill.

**(B) DPSST Certification.** Employees with advanced DPSST certifications (i.e., levels higher than *Basic Certification*) shall receive incentive pay for the higher certification, which is not cumulative:

- |                                       |                   |
|---------------------------------------|-------------------|
| <b>(1)</b> Intermediate Certification | Five percent (5%) |
| <b>(2)</b> Advanced Certification     | Ten percent (10%) |

**(C) Academic Degree.** Employees with the following academic degrees from an accredited institution shall receive incentive pay for the higher certification, which is not cumulative:

- |                              |                    |
|------------------------------|--------------------|
| <b>(3)</b> Associate Degree  | Three percent (3%) |
| <b>(4)</b> Bachelor's Degree | Five percent (5%)  |

**Section 3. Longevity.** Bargaining unit employees will receive longevity pay added to their base pay for years of service as a University of Oregon Police Department Employee. Longevity pay amounts are listed below:

- |           |    |
|-----------|----|
| 5 years:  | 1% |
| 10 years: | 2% |
| 15 years: | 3% |
| 20 years: | 4% |

**Section 4. Diving Differential Pay.** Employees whose work assignment requires the use of self-contained underwater breathing apparatus or other sustained underwater diving equipment and who passes current certification for the use of such equipment will receive a differential of five dollars (\$5) per hour, prorated for any portion of an hour, for actual diving time.

**Section 5. Training Officer.** Employees serving as Training Officers will receive an additional eight percent (8%) added to their base pay in addition to any other Certification or Differential pay they are entitled to under the other sections in this article during the time they are involved in training of new employees.

**Section 6. Additional Duties.** Employees performing additional duties not clearly within their job description that require trained expertise will receive an additional five percent (5%) of their base salary for the hours they perform such additional duties. Additional duties include, but are not limited to, instructor of a trained skill, such as firearms, defensive tactics, and E.V.O.C., and Evidence Custodian.

**Section 7. Acting in Capacity**

(A) When an employee is assigned for a limited period to perform the duties of an AIC (Acting in Capacity) assignment, the employee shall be paid at five percent (5%) above their base pay in addition to any other Certification or Differential pay that he/she is entitled to under the other sections in this Article.

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

**Section 8. Detective**

Any Police Officer assigned as a detective will receive five percent (5%) pay for the time of the assignment.

**Section 9. K9**

(A) The K9 Officer will receive four (4) hours of overtime pay per week for care and feeding of the dog.

(B) The K9 Officer is assigned a subdued take home K9 vehicle and cell phone.

(C) The K9 Officer will be provided all necessary equipment including but not limited to a kennel for home use.

(D) The University will provide all veterinary care and food for the K9.

(E) The K9 Officer has preference to purchase the K9 for the sum of \$1.00 upon the K9 retiring or becoming unfit for service due to an injury.

(F) The University will provide for K9 boarding while the officer is on vacation or otherwise unable to care for the K9.

(G) K9 duties may be assigned or reassigned at the discretion of the Chief (for example, performance-related concerns).

**Section 10. CSO**

Shift Differential for CSOs. CSOs shall be paid a differential of one dollar (\$1.00 for each hour or major portion thereof (thirty minutes (30) or more), worked between 6:00 p.m. and 6:00 a.m. and for each hour or major portion thereof worked on Saturday or Sunday, except where the employee has requested to be on a flexible work schedule, and has been granted the requested change.

## **ARTICLE 19: SALARY**

**Section 1. Salary Increase.** Base salaries for all bargaining unit members will be paid based on the step process described in Appendix A of this Agreement.

Retroactive to July 1, 2023, CSO and Police Officer salaries shall be increased the following:

CSOs: Ten percent (10%)

Police Officers: Three percent (3%)

Effective July 1, 2024 all base salaries shall be increased by three-point-eight percent (3.8%).

Effective July 1, 2025 all base salaries shall be increased by three-point-eight percent (3.8%).

### **Section 2. Public Employees Retirement System (“PERS”) Members.**

**(A)** For purposes of this Section 2(A), “employee” means an employee who is employed by the University on August 28, 2003 and who is eligible to receive benefits under ORS 238 for service with the University pursuant to Section 2 of chapter 733, Oregon Laws 2003.

**Retirement Contributions.** On behalf of employees, the State will continue to “pick up” the six percent (6%) employee contribution, payable pursuant to the law. The parties acknowledge that various challenges have been filed that contest the lawfulness, including the constitutionality, of various aspects of PERS reform legislation. Nothing in this Agreement shall constitute a waiver of any party’s rights, claims or defenses with respect to the PERS Litigation.

**(B) Oregon Public Service Retirement Plan Members.** For purposes of this Section 2(B), “employee” means an employee who is employed by the University on or after August 29, 2003 and who is not eligible to receive benefits under ORS 238 for service with the University pursuant to Section 2 of chapter 733, Oregon Laws 2003.

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

required to be contributed pursuant to ORS 238A.330 and ORS 238A.335.

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

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

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

## **ARTICLE 20: SALARY ADMINISTRATION**

### **Section 1. Payday**

**(A)** All employees shall be paid no later than the last day of the month. When a payday occurs on Monday through Friday, payroll checks shall be released to employees on that day. When payday falls on a Saturday, Sunday or holiday, employee paychecks shall be made available after 8:00 a.m. on the last working day of the month. When an employee is not scheduled to work on the payday, the paycheck may be released prior to payday if the paycheck is available and the employee has completed the "Request for Release of Payroll Check Form." However, the employee may not cash or deposit the check prior to the normal release time. Any violation of this provision may be cause for disciplinary action. All checks released early under this Article shall be accompanied by written notice from the University as to the normal release time and date for that employee and a statement that early cashing or depositing of the check may be cause for disciplinary action.

**(B)** In the event the University implements a bi-weekly pay system during the duration of this Agreement, the University and Association agree that implementation of such a system does not necessitate the re-opening of the Agreement for negotiation if the bi-weekly pay system does not negatively impact a member's pay, benefits or leave accruals.

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

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

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

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

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

Employees shall be eligible for performance increases the first month following each annual period after the initial date of hire until the employee has reached the top step in his/her salary range.

**Section 4. Salary on Demotion.** Whenever an employee demotes to a job classification the employee previously held that has a lower range, the employee's salary shall be reduced to the former step, and the previous salary eligibility date shall be restored. If the employee received any step increases in the higher-range classification, the employee should receive credit for those step increases as well, but in no case should the employee be paid more than the highest step in the lower range.

Whenever an employee demotes to a job classification the employee did not previously hold, the employee will be placed in the lower range based on the knowledge, skills, and abilities related to the lower-range classification.

Whenever employees demote to a job classification in a lower range, but their previous salary is above the highest step for that range, the employee shall be paid at the highest step in the new salary range.

**Section 5. Salary on Promotion.** An employee shall be given an increase to at least the next higher rate in the new salary range effective on the date of promotion, which will be the employee's new salary eligibility date.

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

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

**Section 6. Effect of Break in Service.** When an employee separates from University service and subsequently returns to University service, in a bargaining unit position, the employee's salary eligibility date shall be determined by the University as follows:

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

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

**Section 7. Rate of Pay on Appointment from Layoff Recall List.** When an individual is appointed from a layoff recall list to a classification at the same salary range from which laid off, the person shall be paid at the same salary step at which such employee was being paid at the time of layoff. When an individual is appointed from a layoff recall list to a classification at a lower salary range from which laid off, the person shall be paid at the corresponding salary rate in the lower class. However, an employee may not be paid at a rate above the maximum rate for the new classification and competency level, if any. When an individual is appointed from a layoff recall list to a classification at a higher salary range from which laid off, he or she shall be paid at the same salary rate at which such employee was being paid at the time of layoff but not less than the minimum rate for the new classification and competency level, if any. The salary eligibility date of an individual who is appointed from a layoff recall list shall be determined in accordance with Section 6 of this Article.

**Section 8. Rate of Pay on Return to University by Reemployment.** When a former 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 step at which he/she was being paid at the time of his/her termination. The salary eligibility date of a former employee who is appointed from reemployment shall be determined in accordance with Section 6 of this Article.

**Section 9. Recoupment of Wage and Benefits Overpayments.** In the event the employee receives wages or benefits from the University to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the University shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:

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

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

(C) If there is no mutual agreement at the end of the thirty (30) day calendar period, the University shall implement the repayment schedule stated in Section 9(D) of this Article.

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

(E) Notwithstanding the above, Section 9(B), (C), and (D) of this Article shall not apply to payroll adjustments necessitated by a discrepancy between actual hours of paid time versus hours projected for payroll purposes from one pay period to another. For example, if an employee utilizes leave without pay near the end of a month but is paid for such time because leave without pay was not anticipated at the payroll cutoff date for that month, the employee's pay and benefit entitlements may be adjusted on the following month's paycheck.

(F) An employee who disagrees with the University determination that an overpayment has been made to the employee, may grieve the determination through the grievance procedure. The employee may grieve after the thirty (30) calendar day period as stated in Section 9(B) of this Article, if mutual agreement concerning the overpayment has not been reached.

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

**Section 10. Employee Time Reporting.** In the event that the University finds an error or



conflict on an employee's timesheet the employee will be notified for the change or correction.

## **ARTICLE 21: PAYROLL COMPUTATION PROCEDURES**

### **Section 1. Definitions.**

**(A) Regular Full Time** -A regular position for police officers is equivalent to eighty (80) hours per 14-day period and for CSOs and dispatchers it is equivalent to forty (40) hours in a workweek. A regular full time employee will be paid on a monthly salary or hourly basis, and all benefits will be calculated on a monthly or hourly pay status basis.

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

**(C) Number of work days in month or pay period** - Number of possible work days in the month or pay period based on the employee's work schedule. Holidays that fall within the employee's work schedule are counted as work days for that month or pay period.

**(D) Days worked** - Includes all days actually worked, all holidays and all paid leave, unless specifically excluded under this Agreement, which occur within an employee's service period.

## **ARTICLE 22: INSURANCE**

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

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

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

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

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

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

The University will contribute ninety-five percent (95%) of the premium costs of the

coverage, and the employee will contribute five percent (5%). For full-time employees who enroll in the least expensive PEBB health plan available to them, the University will contribute ninety-seven percent (97%) of the premium costs of the coverage and the employee will contribute three percent (3%).

**(B) Part-Time Employees.** For part-time employees who have at least eighty (80) paid regular hours in the month, the University shall contribute a pro-rated amount of the contribution for full time employees.

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

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

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

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

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

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

## **ARTICLE 23: OVERTIME**

**Section 1. Definition of Time Worked.** All time for which an employee is compensated at the regular straight time rate of pay, including paid holiday time off, paid compensatory time off, and other paid leave, shall be counted as time worked as part of the regular work schedule.

**Section 2. Overtime Work Definition – Police.** For police, the University has elected to pay overtime on a “work period” basis of fourteen (14) consecutive days under FLSA Section 7(k). Since employees work various shifts, hours will be counted on the day the shift begins. Except as otherwise provided in this Agreement, employees shall be compensated by the University, via straight or banked pay, at the rate of one-and-one-half (1½) times their regular rate under the following conditions:

(A) All work in excess of eighty (80) hours in a fourteen (14) day work period.

(B) Call back time and court time as described in Article 25 - Call Back, Standby, and Court Pay of this agreement.

(C) All work in excess of the employee's regularly scheduled daily work shift.

**Section 3. Overtime Work Definition – Dispatchers and CSOs.** For CSOs and dispatchers, work period will be seven (7) consecutive days. Since employees work various shifts, hours will be counted on the day the shift begins. Except as otherwise provided in this Agreement, employees shall be compensated by the University, via straight or banked pay, at the rate of one-and-one-half (1½) times their regular rate under the following conditions:

(A) All work in excess of forty (40) hours in a work period.

(B) Call back time and court time as described in Article 25 - Call Back, Standby, and Court Pay of this agreement.

(C) All work in excess of the employee's regularly scheduled daily work shift.

**Section 4. Reimbursable Event Definition.** A reimbursable event is any University-sanctioned sports, education, or entertainment event for which the University would otherwise retain the services of non-University peace officers if University police officers were not available.

**Section 5. Compensation.** All employees shall be compensated for overtime at the rates set out in Section 2 of this Article. No application of this Article shall be construed or interpreted to provide for compensation for overtime at a rate exceeding time and one-half (1½), or to effect a “pyramiding” of overtime payments.

**Section 6. Eligibility for Overtime Compensation.** No overtime is to be worked without the prior authorization of management.

**Section 7. Schedule Change.** In cases where an employee elects to change or flex the employee's schedule for the employee's benefit, all qualifying overtime will be waived by the employee. If the University pressures or forces an employee to change or flex their schedule, qualifying overtime will be assessed.

**Section 8. Record.** A record of all overtime worked shall be maintained by the University.

**Section 9. Assigning Overtime.** The University shall give as much notice as possible of overtime to be worked. In assigning overtime work, the University shall consider any circumstances which might cause such an assignment to be an unusual burden upon the employee. When such circumstances do exist, the employee shall not be required to work unless his/her absence would cause the University to be unable to meet its responsibilities.

Overtime shall be available to all qualified employees within the appropriate classification based upon classification seniority.

**Section 10. Overtime Definitions.** Overtime includes *Shift Overtime*, *Special Event Overtime*, *Short Notice Overtime*, or any other overtime necessary to meet staffing and operational needs.

*Shift Overtime* is defined as those hours worked on a given shift which meets the staffing level minimums required by policy and or operational needs of the department.

*Special Event Overtime* is defined as those hours worked which do not or were not intended to contribute to patrol or dispatch functions. The following is a non-inclusive list of Special Event Overtime: Concerts, athletic sporting events, department contracted services or any other hours the department bills another entity for that otherwise is not covered by patrol.

*Short Notice Overtime* is defined as *Shift* or *Special Event* overtime that management determines necessary with less than 48 hours notice from start of the overtime obligation. This includes posted overtime that has a shortfall of volunteering employees. *Short Notice* overtime excludes any overtime which management has more than 48 hours of notice for.

**Section 11. Posting.** All *Shift* and *Special Event* overtime, that is not short notice, will be posted in advance for employees to voluntarily sign up for. Overtime posting date shall be noted on the overtime posting.

*Shift* and *Special Event* overtime, in excess of 15 positions or slots of availability, will be posted along with a seniority sheet in advance for employees to view. The number of employee (excluding supervisors) available slots shall be divided by the number of bargaining unit members in a respective classification who are able to work an assignment. Seniority shall be honored and offered to each employee in a respective classification for them to use when voluntarily signing their name to the overtime slot. Should an employee choose to not sign up for any overtime, they can simply cross their name off the seniority list without any form of negative appraisal. Any leftover overtime slots after the seniority selection process has run its course will be offered again to employees by seniority until all slots have been filled. Nothing in this process precludes management from drafting employees to work overtime when applicable.

All standard special event and shift overtime, with 15 or fewer slots available, will be posted in advance with a 14 day bumping period based upon seniority. Employees shall work out among themselves so as to ensure that overtime is evenly distributed in a fair and equitable manner between those desiring to work voluntary overtime. If employees are unable to resolve issues among themselves they will notify their UOPA Representative to resolve the conflict. Representatives will review overtime worked and scheduled for the employees in question and make a resolution based upon equally distributing overtime between those in question.

Without supervisory approval, employees generally will not sign up for overtime that overlaps their regular scheduled shift.

*Short Notice Overtime* need not be posted, but rather will be offered to employees voluntarily based upon seniority. *Short Notice Overtime* which is not voluntarily claimed shall be drafted based upon reverse seniority excluding employees who are on approved leave or who otherwise are unable to work the respective position. This process in no way will reflect negatively on an employee in any type of appraisal.

Employees who are signed up for overtime, which is within 14 days of the assignment, cannot remove their name from the posting unless they find a replacement or receive supervisor approval. Employees who are signed up for overtime, which is more than 14 days of the assignment, should notify a supervisor if they remove their name from the posting.

In instances where an assignment, overtime, shift work or otherwise, begins or ends within 2 hours of the beginning or end of a previous assignment the employee has a choice to remain on duty for the time between the assignments or secure until the start time of the new assignment. With supervisor approval the 2 hour holdover can be extended.

(A) Police Officers and Dispatchers shall receive cash for overtime work for a reimbursable event. CSOs may receive cash or compensatory time for overtime work for a reimbursable event. For overtime worked at other than a reimbursable event, 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 document the request on the employee's timesheet. Employees may not accrue more than two hundred twenty (220) hours of accrued compensatory time.

(B) 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.

(C) The University shall provide a meal or reimbursement for each eligible employee who is required to work two (2) or more hours beyond the end of his/her work shift when such additional work causes the employee to miss his/her regular meal. Where the University elects to provide reimbursement, the employee will be reimbursed pursuant to the in-state rate established pursuant to Article 24 - Travel and Moving Expenses, which is appropriate to the time of day the overtime was worked.

(D) Subject to operating requirements of the University and Section 11(A) of this Article, an employee shall have his/her choice of compensatory or exchange time off. If two (2) or more employees request the same period of time off and the matter cannot be resolved by agreement of the employees concerned, the matter will be resolved in accordance with Article 48 - Seniority.

## **ARTICLE 24: TRAVEL AND MOVING EXPENSES**

**Section 1.** The University and the Association agree to use the University's Travel Policy for reimbursement of travel expenses and the University's moving policy for reimbursement of moving expenses. The University will give the Association at least thirty (30) days' notice of any proposed changes to these policies.

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

**Section 3.** Employees will be provided individual rooms when overnight travel is required.

## **ARTICLE 25: CALL BACK, STANDBY, AND COURT PAY**

**Section 1. Call Back Compensation.** When an employee is assigned and reports to work at any time outside the employee's scheduled shift, the employee shall be guaranteed at least three (3) hours pay at one-and-one-half (1½) times the employee's regular rate of pay. If an employee is required to continue work past the end of the employee's scheduled shift, the employee will be paid for actual time worked in accordance with Article 40 - Work Schedules and Article 23 - Overtime. This Section does not apply to regularly scheduled hours that overlap the call-back time, holdover times, or to brief, routine phone calls. This three (3) hour minimum pay for being called into work outside of the employee's scheduled shift will not apply to being called into work early for a regularly scheduled shift.

**Section 2. Standby Time Compensation.** When an employee is placed on a standby status for immediate availability, subject to call to active duty, the employee shall be paid at the rate of twenty-five percent (25%) of the employee's regular rate of pay while on such standby status. Standby pay will continue until the employee is called to active duty or is relieved from such standby status.

**Section 3. Court Time Compensation.** An employee required to attend any legal proceeding outside the employee's scheduled shift will be paid for a minimum of three (3) hours at one-and-one-half (1½) times the employee's regular rate of pay.

In instances where a legal proceeding occurs within two (2) hours of an employee's regular shift, the employee will be on duty and will be paid for actual time worked in accordance with Article 40 - Work Schedules and Article 23 - Overtime.

To be eligible for Court Time Compensation under this Section, the employee must comply with any established procedures for determining whether the employee is required to appear at the scheduled legal proceeding.

## **ARTICLE 26: FILLING OF VACANCIES**

**Section 1. Applicant Pools.** Vacancies will be filled through the use of pools of eligible candidates, except for direct appointments, transfers or demotions. Pools will be established based on minimum and special qualifications, and fitness and ability of the person to perform the required duties. The University retains all rights to determine the method(s) of selection, qualifications, term of eligibility and the individuals to fill vacancies after consideration

of (A) and (B):

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

**(B) University Layoff Recall List.** The University will then consider employees on the Layoff Recall List established by the classification from which the employee was laid off or demoted in lieu of layoff. The order on this list shall be determined by the procedures established in Article 37 - Layoff.

**Section 2. Promotional Opportunities.** The University shall promote upward mobility of employees by announcing opportunities as they occur. The University, at its sole discretion, may conduct internal promotional processes or processes open to internal and external candidates. 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 3. 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 4. Posting.** All postings for classified positions will be made available through campus Human Resources, and will be posted electronically for a minimum of five (5) working days before the application closing date.

**Section 5. Interviews.** Employees called for interviews relating to other employment opportunities at the University 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 6. Length of Service.** 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 48 - Seniority.

**Section 7. 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 8. Voluntary Demotion.** If mutually agreed upon between the University and the employee, an employee may voluntarily demote from a position in one classification to a position in a lower classification or salary range. To voluntarily demote, the employee must make written application to the University's chief human resource officer or designee and must meet the minimum and special qualifications.

**Section 9. Direct Appointment.** The University may use noncompetitive selection

and appointment for unskilled or semi-skilled positions or where job-related ranking measures are not practical or appropriate. Direct appointments may also be made under the following circumstances:

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

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

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

(D) 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 10. 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;

(D) Appointment to a position; or,

(E) The employee is found to be not suitable for job-related reasons for a given position or for all positions in the University due to poor University references or work performance, poor driving record. 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 27: VETERANS' PREFERENCE**

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

## **ARTICLE 28: TRIAL SERVICE**



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

**Section 2.**

**(A) Police officers trial service:** The trial service period is recognized as an extension of the selection process. For lateral police officers that are not required to attend the DPSST basic police academy, trial service is for twelve (12) full months from the date of hire or promotion. For entry level police officers that are required to attend the DPSST basic police academy trial service is eighteen (18) full months from the date of hire or promotion or twelve (12) months from the date of DPSST basic police academy completion, whichever is greater. Police officers that are required to attend DPSST shall attend the basic police academy as soon as possible.

**(B) Community service officers (CSOs) and dispatchers trial service:** The trial service period is recognized as an extension of the selection process. Trial service for CSOs and dispatchers is for twelve (12) full months from the date of hire or promotion.

**(C) Police officers hired prior to the ratification date of this collective bargaining agreement** are subject to the trial service article in the previous collective bargaining agreement. This provision sunsets at the expiration of this collective bargaining agreement.

**Section 3.** Notwithstanding Section 2 of this Article, the University may, at its sole discretion and with written notice, extend trial service in instances where a trial service employee has been on a cumulative leave for fifteen (15) work days or more and then only by the number of days the employee was on such leave.

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

**Section 5.** Trial service employees may be removed from service when, in the judgment of the University's Chief of Police or designee, the employee is unable or unwilling to perform his/her duties satisfactorily or his/her habits and dependability do not merit continuation in service. Removals under this Article are not subject to Article 16 - Grievance and Arbitration Procedure.

**Section 6.** Promotional trial service employees removed from service for a failure to perform their duties satisfactorily shall return to their former classification.

## **ARTICLE 29: PERSONAL LEAVE DAYS**

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

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

(B) Part-time employees shall be granted such leave in a prorated amount of twenty-four (24) hours based on the same percentage or fraction of month they are hired to work, or as subsequently formally modified, provided it is anticipated that they will work 1,040 hours during the fiscal year;

**Section 2.** Should any employee fail to work 1,040 hours for the fiscal year, the value of personal leave time used may be recovered from the employee.

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

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

## **ARTICLE 30: 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.

(D) **Sick Leave Accrued Prior to Appointment.** An employee appointed to a position in the bargaining unit who has accrued sick leave as a result of employment with the University shall retain all their accrued sick leave.

**Section 2. Utilization of Sick Leave with Pay.** Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, attendance at an employee assistance program, exposure to contagious disease, attendance upon members of the employee's immediate family (employee's parent, wife, husband, domestic partner, children, brother, sister, grandmother, grandfather, grandchild, son-in-law, daughter-in-law or another member of the immediate household) where the employee's presence is required because of illness or death in the immediate family of the employee or the employee's spouse or domestic partner. The employee has the duty to ensure that he/she makes other arrangements, within a reasonable period of time, for the attendance upon children or other persons

in the employee's care.

Certification of an attending physician or practitioner may be required by the University to support the employee's claim for sick leave if the employee is absent in excess of seven (7) work days, or if the University has evidence that the employee is abusing sick leave privileges. The University may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the University has reason to believe that the employee's return to work would be a health hazard to either the employee or to others. In cases of pregnancy, the University may require a certificate from the attending physician to determine if the employee should be allowed to work.

The University shall pay reasonable costs for providing the certification required under this subsection, including any lost wages, which are not paid under a health benefit plan in which the employee is enrolled.

### **Section 3. Sick Leave Exhausted.**

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

(B) After earned sick leave has been exhausted, the University may grant sick leave without pay for any non-job-incurred injury or illness of a continuous and extended nature to any employee upon request for a period of up to one (1) year. Extensions of sick leave without pay for a non-job-incurred injury or illness beyond one (1) year may be approved by the University. The provisions of Section 7(A) of the Article provide for an exception to this Section.

(C) The University 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 University. Any cost associated with the supplying of a certificate concerning a non-job-incurred injury or illness shall be borne by the employee. In the event of a failure or refusal to supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude that employee from the performance of duties, such sick leave may be canceled and the employee's service terminated.

(D) After all earned sick leave has been exhausted an employee may request, in cases of illness, to use other paid leave. The University 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 University 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. Workers' Compensation Payment.** For police officers and CSOs, for the first ninety (90) days of leave resulting from a condition incurred on the job and also covered by Workers' Compensation, the University will pay the difference between their regular salary rate and Workers' Compensation for the time lost. For dispatchers, and after the first ninety (90) days for police officers and CSOs, 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. Employee's regular salary rate does not include overtime.

**Section 6. Hardship Leave.** These provisions shall apply for the purpose of allowing employees within the bargaining unit to irrevocably donate accrued vacation leave or compensatory time for use by eligible University bargaining unit employees as sick leave. If a hardship donation recipient dies or otherwise fails to exhaust donated leave for the purpose for which it was donated, the unused leave will be pooled for use by future recipients. For purposes of this Agreement, hardship leave donations will be administered under the following stipulations and the terms of this Agreement shall be strictly enforced with no exceptions.

(A) The recipient and donor must be regular employees of the University.

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

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

(D) Applications for hardship leave shall be in writing and sent to the University's Human Resource Unit and accompanied by the treating physician's written statement certifying that the illness or injury will continue for at least fifteen (15) calendar days following the donee's projected exhausting of the accumulated leave. Donated leave may be used intermittently.

(E) Donations shall be credited at the recipient's current regular hourly rate of pay. Donations shall be used to reimburse the University for such costs as are incurred for insurance contributions pursuant to Article 22 - Insurance unless health insurance payments are mandated under the Family Medical Leave Act (FMLA).

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

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

that does not qualify under FMLA will not be eligible to receive donations under this Agreement.

**Section 7. Family Medical Leave Act (FMLA).** The parties acknowledge applicability of the federal Family Medical Leave Act (FMLA) to employees represented by the Association. The parties further agree to the following provisions in the administration of the FMLA.

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

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

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

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

(E) The University’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 University’s expense, a second opinion may be requested.

(F) A parent shall be granted a leave of absence up to twelve (12) weeks to care for a new baby under the Oregon Family Leave Act (OFLA). Such leave can be less than twelve (12) weeks, if so requested by the employee, or at the discretion of management more than twelve (12) weeks, depending on the needs of the University. During the period of parental leave, the employee is entitled to use accrued vacation leave, compensatory time, leave without pay, or consistent with Bureau of Labor and Industries (BOLI) regulations, sick leave.

## **ARTICLE 31: BEREAVEMENT LEAVE**

Employees shall be eligible for a maximum of four (4) work days of paid bereavement leave, to run concurrent with the two (2) weeks of OFLA bereavement leave, if applicable, arising from a death in the immediate family of the employee or the employee’s spouse or domestic partner. For purposes of this Article “immediate family” shall include the parent, wife, husband, child, domestic partner, brother, sister, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, or another member of the immediate household. If necessary, an employee may request to use additional earned leave credits or if earned leave credits are not available, leave without pay, at the time of death of an immediate family member and such request shall not be unreasonably denied. Leave, other than sick leave, may be granted to discharge

additional customary obligations, arising from the death of an immediate family member.

## **ARTICLE 32: HOLIDAYS**

**Section 1. Recognized Holidays.** 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 Day Jr.'s Birthday on the third Monday in January
- (C) Memorial Day on the last Monday in May
- (D) Juneteenth on June 19
- (E) Independence Day on July 4
- (F) Labor Day on the first Monday in September
- (G) Veteran's Day on November 11
- (H) Thanksgiving Day
- (I) The Friday after Thanksgiving
- (J) Christmas Eve day
- (K) Christmas Day on December 25

**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. Paid leave granted in this section shall be accrued by all employees employed as of November 15<sup>th</sup> of each year. Employees may request the option of using this paid leave on any mutually agreeable day between, and including, the day before Thanksgiving and January 31. Where no day during this time can be mutually agreed upon, another day of the employee's choice shall be granted, provided that approved usage does not create the closure of facilities. This day must be used no later than June 30<sup>th</sup> of the fiscal year in which it is granted, or it is forfeited and is not compensable.

**Section 3. Holiday Eligibility.** Employees who do not work on recognized holidays will receive eight (8) hours of holiday pay for each recognized holiday, provided they are in pay status at least one-half of the last work day before the holiday and one-half of the first work day after the holiday.

**Section 4. Work on a Holiday.** Employees who work on recognized holidays shall receive, in addition to their regular pay, either compensatory time off or be paid in cash, at the employee's request, at the rate of time and one-half (1½), and no more.

**Section 5. Leave Accounts.** An employee's leave account shall not be charged for a holiday that occurs during the use of earned vacation or earned sick leave.

**Section 6. Holiday Scheduling.** If an employee requests time off on a recognized holiday, subject to the operating needs of the University, that time will be granted. If two (2) or more employees request the same recognized holiday off and the matter cannot be resolved by agreement of the employees concerned, the employee(s) with the greater seniority under Article

48 - Seniority shall be granted the time off; provided however, that an employee shall not be given this seniority consideration more than once every two (2) years for any given recognized holiday.

If the University's operations require an employee to work a 10-hour per day or 12-hour per day schedule, and a holiday is observed on a scheduled work day, the employee shall be paid ten (10) or twelve (12) hours respectively for the holiday.

## **ARTICLE 33: LEAVES WITH PAY**

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

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

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

**Section 4.** In the event a night or swing shift employee is called to appear under Sections 1, 2, or 3 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 5.** An employee who has served with the University, the State of Oregon, or the states' counties, municipalities or other political subdivisions for six (6) months or more immediately preceding an application for military leave, and who is a member of the National Guard or of any reserve components of the armed forces of the United States is entitled to a leave of absence with pay for a period not exceeding fifteen (15) calendar days or eleven (11) work days in any training year. If the training time for which the employee is called to active duty is no longer than fifteen (15) calendar days, the employee may be paid for the first fifteen (15) days only if such time is served for the purpose of discharging an obligation of annual active duty for training in the military reserve or National Guard.

## **ARTICLE 34: LEAVES OF ABSENCE WITHOUT PAY**

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

protections under this Agreement. Where appropriate, partial benefits will be provided as specifically indicated in this Agreement.

## **Section 2.**

(A) An employee voluntarily or involuntarily seeking military leave without pay to attend service school shall be entitled to such leave during a period of active duty training. Military leaves of absence without pay shall be granted in compliance with the Veterans' Reemployment Rights Law, Title 38, USC Chapter 43. The University shall comply with all laws regarding military leave and seniority restoration upon return.

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

## **Section 3.**

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

(B) When an employee uses leave without pay as outlined above, the employee must exhaust all vacation leave, compensatory leave and exchange time balances prior to being placed on leave without pay except as provided for in Article 36 - Vacation Leave, Section 14.

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

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

(E) **Peace Corps Leave.** Leaves of absence without pay for at least two (2) years shall be granted automatically to all regular employees who serve in the Peace Corps as volunteers. Upon expiration of the leave, the employee shall have the right to be reinstated to the position held



before the leave was granted and at the salary rates prevailing for such positions on the date of resumption of work without loss of seniority or other employment rights. Failure of the employee to report within ninety (90) days after termination of his/her service shall be deemed to be a resignation.

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

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

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

## **ARTICLE 35: 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 (3½) 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 (3½) days of pre-retirement counseling leave after completion of ten (10) years of service prior to reaching age sixty (60) or five (5) years from retirement. Employees shall request the use of leave provided in this Article at least five (5) calendar days prior to the intended date of use.

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

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

## **ARTICLE 36: VACATION LEAVE**

**Section 1. Vacation Leave Accrual.** After having served in a bargaining unit position 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 full time employees:

After six months (minimum 1040 hours) through 5 <sup>th</sup> year;	12 work days for each 12 full calendar months of service (8 hours per month)
After 5 <sup>th</sup> year through 10 <sup>th</sup> year	15 work days for each 12 full calendar months of service (10 hours per month)
After 10 <sup>th</sup> year through 15 <sup>th</sup> year	18 work days for each 12 full calendar months of service (12 hours per month)
After 15 <sup>th</sup> year through 20 <sup>th</sup> year	21 work days for each 12 full calendar months of service (14 hours per month)
After 20 <sup>th</sup> year through 25 <sup>th</sup> year	24 work days for each 12 full calendar months of service (16 hours per month)
After 25 <sup>th</sup> year	27 work days for each 12 full calendar months of service (18 hours per month)

### **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.** An employee appointed to a position in the bargaining unit who has accrued vacation time as a result of employment with the University shall retain all accrued vacation time up to the maximum allowed under section 10 of this Article. Length of service as an employee of the University in a position outside the bargaining unit shall be added to length of service as a bargaining unit employee in determining the rate of accrual of vacation leave under Section 1 of this Article.

**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 University may grant such requests and may require that the employee provide verification from an attending physician of such illness. Such leave shall not be unreasonably denied.

**Section 14.** Employees requesting leave without pay shall be required to use accrued vacation leave first except:

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

**(B)** Bargaining unit members may not be required to take vacation when leaving for military or reserve service as per Title 38, USC Chapter 43 or when taking leave for criminal proceedings in accordance with Article 34 - Leaves of Absence Without Pay, Section 3(H).

**(C)** The employee may request in writing that up to forty (40) hours of vacation leave be retained for the employee's use after returning from the leave. This request must be included in the written request for a leave without pay. In the case of an unanticipated leave, an employee may request to retain up to forty (40) hours of vacation by telephone or written notification to the employee's supervisor. Such requests will not be unreasonably denied. Employees who request leave due to FMLA/OFLA will be notified of their right to retain vacation leave when they receive an FMLA/OFLA application packet. Approval of requests to retain vacation leave for intermittent absences shall be limited to FMLA/OFLA absences. An employee may not request to retain vacation after returning to work or after vacation has been deducted from his/her accrual unless the employee is medically incapable of communication at that time. If the employee is medically incapable of communication, the employee's notification to retain vacation may be deferred until the employee is medically capable of such communication, provided such notification may not be deferred if doing so will result in the loss of medical benefits by the employee. Employees who retain such vacation leave will not be eligible for hardship leave under Article 30 - Sick Leave, Section 6 unless and until they have exhausted such vacation leave along with all other accumulated leave.

**Section 15.** To avoid losing vacation the employee must request vacation leave. When such leave is impossible a cash payment of not more than forty (40) hours shall be made. In lieu of cash payment, the University shall schedule time off in excess of 250 hours within thirty (30) calendar days prior to the date the vacation leave would reach 250 hours.

**Section 16.**

**(A)** Subject to the operating requirements of the University, an employee shall have his/her choice of vacation time. If two (2) or more employees request the same period of leave time, the requests are made within seven (7) calendar days of each other, and the matter cannot be resolved by agreement of the employees concerned, the employee having the greatest length of service with the University shall be granted the time if requested by the employee in writing; provided however, that an employee shall not be given this length of service consideration more than once in every two (2) years. Vacation requests must be submitted in writing not less than fifteen (15) work days prior to the desired vacation starting time for vacations of five (5) work days or more. Supervisor approvals or denials must also be put in writing and will state reasons for any denial. For vacations of less than five (5) work days, the written request must be submitted at least five (5) work days prior to the desired starting time. The notice requirement does not preclude a supervisor granting a request on lesser notice.

**(B)** Vacation requests shall be acted upon as soon as possible. Vacation requests within seventy-five (75) calendar days of departure shall be acted upon no later than fourteen (14) calendar days after the request is made. Vacation requests where the departure date is greater than seventy-five (75) calendar days shall be acted upon no later than twenty-one (21) calendar days after the request is made. Approved scheduled vacation shall not be cancelled by the University

except in the event of an emergency. (A cancellation under Paragraph (A) of this Section is not to be considered an action of the University.) The University shall reimburse the employee for all non-recoverable deposits caused by such emergency cancellation provided that the employee shows evidence of good faith efforts to recover such deposits.

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

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

## **ARTICLE 37: 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; or a change in FTE which results in a loss of benefits eligibility under Article 22 - 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 University is unable to provide thirty (30) calendar days' notice of layoff due to circumstances beyond the control of the University, the minimum period for written notice of layoff shall be fifteen (15) calendar days.

**Section 2.** The layoff procedure shall occur in the following manner:

**(A)** The University shall determine the specific positions to be vacated and employees in those positions shall be notified of layoff, as specified in Section 1 of this Article. The University shall notify in writing any employees scheduled for layoff of his/her seniority and his/her contractual layoff rights. The University shall notify the Association President in writing of the seniority of all employees scheduled for layoff. The notices will be either hand-delivered or sent by registered mail.

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

**(B)** The layoff of employees shall be in the inverse order of seniority as established in Article 48 - Seniority.

**Section 3. Seniority Frozen.** When the University intends to initiate a layoff, the University will notify the Association in writing that all seniority as established in Article 48 - Seniority will be frozen from the date of notice for a period not to exceed eighteen (18) months. However, during the period when seniority is frozen, the employee will continue to accumulate seniority for purposes of future computations. The eighteen (18) month freeze may be extended by mutual written agreement of the Association and the University.

**Section 4.** Any initial trial service employee who is laid off under this Article shall not be placed on the University layoff recall list, but shall be restored to the applicant pool from which the employee was hired if the applicant pool is still active. Restoration to the applicant pool shall be for the remaining period of eligibility that existed at the time of appointment from the applicant pool. Any employee on promotional trial service who is notified of layoff shall have layoff rights under this Article in the classification in which the employee last held regular status.

**Section 5.** 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 6. University Layoff Recall Lists.**

(A) Names of bargaining unit employees of the University who have separated from the service of the University in good standing by layoff or who have demoted in lieu of layoff shall be placed on a layoff recall list.

(B) The layoff recall lists provided for in this Section shall be used in filling vacancies under Article 26 - Filling of Vacancies.

(C) Employees on layoff recall lists may remain on the list for a period not to exceed eighteen (18) months from the date of layoff.

**Section 7. Recall.**

(A) Bargaining unit employees who are on a University layoff recall list shall be recalled in seniority order beginning with the employee with the greatest seniority as established in Article 48 – Seniority.

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

(C) An employee appointed to a position from a layoff recall list shall be removed from the layoff recall list.

(D) The University shall contact all employees on the recall list within a classification to give them an opportunity to return to work prior to permanently filling a position.

**Section 8.** When the University declares that a lack of funds will necessitate a layoff, the Association and University chief human resource officer or designee 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 Association and the University. Pending such mutual agreement, the University may implement layoff procedures consistent with the Collective Bargaining Agreement.

## **ARTICLE 38: CHANGE IN CLASSIFICATION SPECIFICATIONS**

**Section 1.** The University shall notify the Association of intended classification studies.

### **Section 2.**

**(A)** Whenever a change in classification specifications or a new classification is proposed, it is agreed that the University shall submit the classification specification changes to the Association 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 to arbitration if appropriate and required under ORS 243.698.

## **ARTICLE 39: POSITION DESCRIPTIONS AND PERFORMANCE EVALUATIONS**

**Section 1. Position Descriptions.** The University shall maintain written position descriptions that shall include titles and written specifications for various positions. Position titles shall refer to a specific position, and not to an individual. Each position shall have a specification that includes a concise, descriptive title, a description of responsibilities and a statement of the minimum or desirable qualifications for each position. Position descriptions shall relate only to the type of work done by each class. The University shall forward to the Association any changes in the job descriptions of the classifications covered by this Agreement.

**Section 2. Performance Evaluations.** The performance of each employee shall be evaluated annually, in accordance with a process established by the University. Nothing in this Article shall prohibit the written evaluation of any employee more frequently than once annually.

**(A) Evaluation of Trial Service Employees.** A trial service employee shall be evaluated in writing at least once near the midpoint of a full probationary period. Nothing in this Article

shall in any way affect, interfere with, or prevent the release of a trial service employee at any time during a trial service period nor shall any provision of this Article affect, interfere with or prevent the extension of an employee's trial service period. The provisions of this Article shall in no way affect or alter the provisions of Article 28 - Trial Service, of this Agreement.

**(B) Evaluation of Non-Trial Service, Career Employees.** Career employees who have completed trial service shall be evaluated in writing annually. At the time of evaluation, the employee shall be given a copy of the evaluation and shall have the opportunity to provide written comments regarding the evaluation. Performance evaluations should be conducted by a supervisor who has directly supervised the employee for the majority of the twelve (12) month period preceding the evaluation. The comments, if any, shall be attached to the employee's evaluation and placed in the employee's personnel file.

For purposes of this Article, the annual period within which written performance evaluations of employees who have completed trial service are to be provided shall commence on that employee's post-probation employment anniversary date. Any employee whose evaluation is more than one hundred twenty (120) days outside of their anniversary date out shall be considered to have completed an evaluation with an overall rating of "effectively meets standards."

**Section 3. Denial of Performance Increase.** The University shall give notification in writing of withholding of performance increases to all employees at least fifteen (15) days prior to the employee's eligibility date. When the performance increase is to be withheld, the reasons therefore shall be given in writing and will be subject to "just cause" standards. Any grievances for denial of annual performance pay increases will be processed under Article 15 - 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 20 - Salary Administration).

## **ARTICLE 40: WORK SCHEDULES**

**Section 1. Work Schedule Defined.** A regular work schedule is defined as the time of day and the days of the week the employee is assigned to work.

For police officers, the work schedule shall not exceed twelve (12) hours a day or eighty (80) hours in a 14-day period. Police officers shall work ten (10) or twelve (12) hour shifts.

For CSOs and dispatchers, the work schedule shall not exceed ten (10) hours a day or forty (40) hours in a week. CSOs and dispatchers shall work eight (8) or ten (10) hour shifts.

**Section 2. Work Schedules – Generally.** The University will schedule employees in a manner that would not result in split shifts or split days off unless mutually agreed to between the



University and the employee. Work schedule periods shall be six (6) months in length unless mutually agreed upon between the University and Association. Work schedules for each period will be published as soon as reasonable after determining staffing needs. Work schedules will be published no fewer than fourteen (14) days before the beginning of the next period. Except in an emergency, if a work schedule is published fewer than fourteen (14) days before the next period, an employee assigned to a work schedule different than the employee's work schedule in the preceding period will receive additional pay at the overtime rate for the number of days worked in the upcoming period that equal the number of days fewer than fourteen (14) that the work schedule is published.

Employees working twelve (12) hour shifts will consult with their supervisor at the beginning of each work schedule period to determine the employee's single eight (8) hour shift that is to be worked in place of a twelve (12) hour shift within the fourteen (14) day FLSA period. This eight (8) hour shift will be fixed for the duration of the work schedule period. The eight (8) hour shift may be changed by mutual agreement between the University and employee.

**Section 3. Work Schedules – Shift Changes Police and Dispatchers.** To address operational requirements, the University may conduct a mid-schedule period shift bid for police or dispatchers if all of the following requirements are met:

1. A shift falls below the recommended staffing levels due to unforeseen circumstances;
2. Another shift has staffing levels in excess of the recommended staffing levels.

If the above requirements are not met, the shift shall be filled with overtime. Employees will exercise their seniority for shift bid preference. Mid-schedule period shift bids shall be completed as quickly as possible. At the completion of the shift bid, schedules shall be posted with a minimum of seven (7) days' notice to the employees of the new shift.

If the shift staffing shortage is resolved prior to the normal work schedule period shift bid, the impacted employees should return to the shifts they were previously assigned to prior to the mid-schedule period shift bid with a fourteen (14) day notice, unless mutually agreed upon otherwise.

Recommended staffing for the purpose of this section is listed below:

For sworn police, recommended staffing should be two (2) sworn police officers, one of which can be a supervisor wearing a patrol uniform.

For dispatchers, recommended staffing should be one (1) employee.

**Section 4. Work Schedules – Shift Changes CSOs.** To address operational requirements, the University may conduct a mid-schedule period shift bid for CSOs if the following requirement is met:

1. A shift falls below the recommended staffing levels due to unforeseen circumstances.

Employees will exercise their seniority for shift bid preference. Mid-schedule period shift bids shall be completed as quickly as possible. At the completion of the shift bid, schedules shall be posted with a minimum of seven (7) days' notice to the employees of the new shift.

If the shift staffing shortage is resolved prior to the normal work schedule period shift bid, the impacted employees should return to the shifts they were previously assigned to prior to the mid-schedule period shift bid with a fourteen (14) day notice, unless mutually agreed upon otherwise.

Recommended staffing for the purpose of this section is listed below:

For CSOs, recommended staffing should be one (1) employee.

**Section 5. Emergency Shift Changes.** An employee assigned a different shift on less than seven (7) days' notice, as a result of an emergency as defined in Article 8, Employer Rights, Section 2, shall be paid at the overtime rate for the first day of the new shift assignment.

**Section 6. Standard Shift Assignments and Overtime Assignments – Rest Breaks.** Employees working eight (8) hour work day schedules shall receive a paid 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 ten (10) hour work day schedules shall receive a paid 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.

Employees working twelve (12) hour work day schedules shall receive a paid rest period of thirty (30) minutes in every six (6) hours working time to be taken insofar as practicable in the middle of such working period.

**Section 7. Reduction of Scheduled Work Hours.** The University will not reduce an employee's regularly scheduled hours to avoid the payment of overtime or regular time delineated in an employee's assigned schedule in accordance with section 2, except as a result of layoffs under Article 37 - Layoff. If the University reduces the number of hours scheduled during a work period, the employee will be paid the number of overtime hours the employee would have been paid during that work period but for the reduction in hours, unless the reduction in hours is at the employee's request. If the number of hours during a work period is reduced at the request of the employee, the number of overtime hours will be adjusted under Article 23 - Overtime, Section 2(A), but not under Section 2(B) or 2(C).

**Section 8. Meal Breaks.** Employees shall receive a paid meal period of 30 minutes each work shift to be scheduled insofar as feasible in the middle of the work shift. All meal periods are "on duty" and are subject to operational requirements.

**Section 9. Clean Up Time.** Whenever the job being performed or the material or equipment being used has caused an employee to become dirty, the employee shall be allowed a

reasonable amount of time without loss of pay prior to any meal period or prior to the completion of their work day to clean. Time for cleaning equipment shall be considered a part of the employee's work day.

**Section 10. Employee Requested Schedule Change.** An employee may request in writing to trade shifts with another employee if mutually agreed upon. The employee's request must include the duration of the change in the schedule. The supervisor will give full consideration to the request and respond within thirty (30) calendar days of receipt. The supervisor will deny the request only for reasons which are reasonably related to University operating needs. If the request is denied, the reason(s) will be given to the employee in writing. This provision shall not be used to circumvent the seniority shift bid process for the normal work schedule period shift bid (for example, trading shifts for the majority of the work schedule period).

**Section 11. Short Breaks Between Shifts.** When an employee is scheduled without at least a ten (10)-hour break between the end of one shift and the start of another, the hours worked by the employee during the ten (10) hours following the end of the first shift shall be compensated at a penalty equal to the overtime rate of pay, except during on-call duty, the first shift after a shift rotation change, or if such hours are scheduled at the request of the employee which includes, but is not limited to, voluntary overtime assignments. The hours claimed under this section will count as time worked during the FLSA period and can cause other hours to trigger overtime as outlined in Article 23 - Overtime, Section 2, subsection A of this agreement.

#### **Section 12. Employee Shift Bid.**

At least sixty (60) days before the shift bid, the University shall post the work schedules for bid. Employees will exercise their seniority shift bid for their shift of preference. The posting shall remain in place for up to fourteen (14) days, at which time it will be published.

Should a shift become vacant or a new shift be created after the bid, the University shall seek volunteers by seniority to fill that shift. If there are no volunteers, the shift shall be filled with the least senior employee.

**Section 13. Swing and Graveyard Shifts.** Assignments to swing and graveyard shifts will not be for less than six (6) months without consent by the involved employee. Except in an emergency or for training, an employee assigned to swing or graveyard shift will not be required to work shift times other than the employee's assigned shift.

#### **Section 14. Training.**

**(A) Primary Training.** Primary training is defined as any training specifically required by the department, required for the employee to perform their duties, or recruited for by the department.

Provided 1) the University has given the employee thirty (30) calendar days' notice of a training and 2) the pay would not be a decrease from the employee's regular rate of pay, when an employee attends training outside of their regularly scheduled shift, the employee will flex their

schedule to coincide with the schedule of the training and hours spent at the training will correspond to regular hours worked for that work period. For employees on graveyard shift, this flexed period includes any scheduled shifts, up to two (2) shifts, that would start or end on a training day. The employee will be compensated at a minimum of what they would have been compensated if they had worked their regularly scheduled shift. If the training occurs outside the employee's regular working days they will be compensated at time and one half for all time spent in training outside of the regularly scheduled workweek. If the University failed to provide thirty (30) calendar days' notice of a training, all time spent in the training outside the employee's regularly scheduled shift will be compensated at time and one half. An employee can choose to waive the thirty (30) calendar day requirement at any time to attend training.

**(B) Auxiliary Training.** Auxiliary training is defined as any training not specifically required by the department, not required for the employee to perform their duties, and not recruited for by the department.

For auxiliary training the employee must flex their shifts to coincide with the training; when this occurs the employee will not incur any decrease in rate of pay while attending the training and rotating back to their regular shift.

**Section 15. Training Travel.** When an employee is traveling for training, the University shall flex the employee's shift to coincide with the travel time if the employee has flexed their shift to coincide with the schedule of the training for the duration of the training and return travel.

**Section 16. Dignitary Travel.** When the employee is traveling armed for the purposes of providing security services, all time spent in travel is compensable as time worked if the employee is required to provide security during travel or would otherwise be compensated under University policy or state or federal law.

**Section 17. Training Status Employees.** The following conditions shall apply to employees in training status:

The University will schedule training status employees in a manner that would not result in split shifts or split days off unless mutually agreed to between the University and the employee. Training status employees will be given at least fourteen (14) days' notice for schedule changes.

Work schedules for training status employees shall be as follows:

Police officer work schedules shall not exceed twelve (12) hours a day or eighty (80) hours in a fourteen (14) day period. Police officers shall work eight (8), ten (10), or twelve (12) hour shifts.

For CSOs and dispatchers, the work schedule shall not exceed ten (10) hours a day or forty (40) hours in a week. CSOs and dispatchers shall work eight (8) or ten (10) hour shifts.

Employees in training status are not guaranteed shift bidding rights. If the University allows an employee in training status to bid for a shift, the employee's schedule is fixed for the work schedule period just as any other non-training status employee.

**Training status definition:** A trial service employee who is subject to initial academy training, or other initial on-the-job training programs such as Field Training and Evaluation Program (FTEP), the Police Training Officer (PTO) Program, or any other in-house training program specifically designed for employees new to a specific classification within this agreement. Career level employees, or employees who are non-trial service, who change to a classification that does not require DPSST certification, would only be in training status for the length of time it takes to complete the initial on-the-job training program.

## **ARTICLE 41: SAFETY AND HEALTH**

**Section 1.** The University will take reasonable measures to provide a safe and healthy environment for its employees. Proper safety devices and clothing shall be provided by the University for all employees engaged in work where such devices are necessary to meet the requirements of the Department of Consumer and Business Services and the Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991). Such equipment, where provided must be used.

### **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 Safety Representative, or if none is available, a Safety Representative of the Department of Consumer and Business Services as to whether the job or vehicle is safe or unsafe.

**(B)** Pending determination provided for in this Section, the employee shall be given suitable work elsewhere.

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

**Section 3.** If in the conduct of official duties an employee is exposed to communicable diseases which would require immunization or testing, or if required by the University, the employee shall be provided immunization against or testing for such communicable disease without cost to the employee and without deduction from accrued sick leave. Where immunization, testing, and/or treatment shall prevent or help prevent such disease from occurring, employees shall be granted time off from work with pay for the time required for the immunization, testing, and/or treatment. An employee shall notify his/her supervisor immediately when he/she has knowledge of potential exposure to a communicable disease.

**Section 4.** The University will maintain a written procedure for the safe evacuation of buildings in the event of fire, explosion, and threats involving explosive devices or other actual or potential disaster. The written procedure will provide for reasonable efforts to notify employees that a bomb threat has been received when the employees' work locations are in areas to which the threats have been specifically directed. The Association 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 Association and University management, the procedure will be made known to all employees.

**Section 5.** The University will, at least annually, advise employees of the name and telephone number of the 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 University shall have a written hazardous material communication program. This written program shall be available to employees and their representatives. Employees shall be informed in advance of any toxic or hazardous materials in use, stored or collected on campus. The University shall solicit and consider the employee's comments concerning the policies and procedures referred to in this Section.

**Section 7.** The University shall provide all necessary equipment and training needed to execute any of the potential duties required by the University.

**Section 8.** Employees who begin a regular scheduled shift and who are not allowed to complete that shift because the University has become aware of a safety problem requiring closure of the worksite or because the University determines its facilities for performing work are otherwise unavailable shall be compensated as if they had completed their regular shift. The University will redeploy staff should a shift closure be implemented for these reasons.

## **ARTICLE 42: JOB PROTECTION FOR ON-THE-JOB ILLNESS OR INJURY**

**Section 1.** The University and the Association 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.

The University agrees to meet annually with a representative from the Association on paid time to review the frequency and type of on-the-job injuries sustained by members of the bargaining unit, 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 University 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 bargaining unit, which the University has determined is available and suitable upon demand for such reinstatement, provided that the employee is not disabled from performing the duties of such employment.

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

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

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

Employees released by their physician for light or limited duty are eligible for modified work consistent with the physician's certification of the worker's capabilities, the University's ability to construct duties and availability of work. However, to be eligible for possible light duty or modified work, the employee must, where reasonable to do so, keep in regular contact with the University beginning within three (3) days following the employee's knowledge of 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 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 other bargaining unit members, 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 26 - Filling of Vacancies. Concerning the injured worker, light duty assignments can be made without regard to the requirements of Articles 18 - Differential Pay, Article 38 - Change in Classification Specifications, Article 39 -

Position Descriptions and Performance Evaluations and Article 40 - Work Schedules, except where specific work assignments have been designated for return of injured workers.

Although duties of non-injured staff may be temporarily (not to exceed six (6) months) changed, such change may not give rise to a claim under the Articles listed above. However, days off and shifts of regular full time employees shall not be affected by this program.

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

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

**Section 7.** All reassignments under this Article will be made in a manner to keep the injured employee at or near his/her official place of employment. Unless otherwise agreed to by the employee and Association, 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 43: COMPUTER WORKSTATIONS**

**Section 1.** The University will make a good-faith effort to create and maintain safe computer workstations. One (1) sit-stand desk shall be provided.

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

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

**Section 4.** The University will maintain at least three work stations to conduct investigations. Employees will not be required to use personal electronic devices for these tasks.

**Section 5.** Employees will not be required to input data or complete reports on Mobile Data Terminals (MDT's). Employees may choose, at the employee's sole discretion, to use MDT's for appropriate work purposes other than basic Computer Aided Dispatch (CAD) inquiries.

## **ARTICLE 44: EDUCATION, TRAINING, AND DEVELOPMENT**

**Section 1.** The University shall make available DPSST certified training, as well as educational and developmental opportunities to support the training and professional development



of employees. Such opportunities may include, but are not limited to, on-the-job training, developmental work assignments, participation in mentoring programs, appointments to committees, cross training, education stipends, and participation in professional conferences, institutes and workshops. Assistance to the employee may include registration or tuition fees, educational leave with pay, and travel reimbursement.

**Section 2.** The University 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 Human Resources Section to secure promotional path counseling. The Association will notify bargaining unit employees of the career counseling services.

**Section 3.** At the request of either party, two (2) employee Association representatives and two (2) University representatives will meet to discuss application of this Article.

**Section 4.** The University shall encourage its employees to avail themselves of educational opportunities offered by the University. Subject to the operating requirements of the University, the University shall make reasonable efforts to provide release time so as to allow employees to attend classes of their choice. Such release time shall be charged against the employee's accrued and unused vacation leave, compensatory time, or leave without pay at the employee's option. The University may, at 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 the University determines is directly related to the employee's ability to perform duties of his/her current position, the University shall grant such time without charges against accrued leave.

**Section 5.** Where employees are directed to attend educational courses or training sessions, they shall be released from other duties without loss of pay or other benefits and will be reimbursed for travel, tuition, and material costs. Nothing in this Article will in any manner, reduce current practices of the University regarding payment of costs associated with job related licensure or certification.

**Section 6. New Policies.** Whenever UOPD makes changes to policies that will impact UOPA bargaining unit employees, UOPD will provide advanced notice to UOPA of the changes.

## **ARTICLE 45: UNIFORMS, PROTECTIVE CLOTHING, FOOTWEAR 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. The University will provide a footwear allowance of \$250/year for CSOs and police officers.

For all employees working motor or bicycle patrol, all necessary protective gear shall be provided by the University. Any length of time working in this capacity constitutes a need so long

as the department has assigned or qualified the employee in the operation of the aforementioned vehicle.

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

**Section 3.** University-furnished uniforms, footwear, protective clothing, tools and equipment will be maintained or replaced by the University when damaged by ordinary wear and tear. Such University-furnished material is for use only while performing University work, remains the property of the University, and the employee is liable for loss (not theft or burglary) or negligent damage to the full replacement or repair cost of the material.

**Section 4.** When a key deposit in excess of five dollars (\$5.00) per key is required, or the use of multiple keys is an integral part of a job, an employee may elect to sign an agreement in lieu of a deposit promising to return the key(s) upon demand or authorizing a deduction from his/her pay of an amount equal to the required deposit if the key(s) is not returned.

## **ARTICLE 46: DEFENSE AND INDEMNIFICATION**

**Section 1.** The University agrees to reimburse an employee for the reasonable, usual and customary legal fees charged by an attorney as a direct result of a criminal investigation, including a grand jury appearance, or criminal charges against the employee arising out of the employee's proper performance of his or her duty as sworn police officer for the University.

**Section 2.** To receive reimbursement under this Article, the employee must select an attorney from a list of attorneys that has been selected by the University and approved by the Association, such approval not to be withheld unreasonably. Within sixty (60) days of the execution of this agreement, the University shall submit to the Association the names and professional biographies of the attorneys that the University proposes for inclusion on the list. If the Association does not object, in writing, to an attorney on the list within twenty (20) working days, the attorney shall be included on this list. The names on the list shall be reviewed every six (6) months upon the request of either party. If no attorney on the list is available to represent an employee, the University will select up to three (3) additional attorneys for approval by the Association, such approval not to be unreasonably withheld. Following the initial meeting between the employee and the attorney, the attorney shall provide the University and the Association, at no cost to the University, a preliminary estimate of the anticipated legal fees, costs and expenses. This preliminary estimate shall be directed to the University and the Association. The Association or the employee shall pay the fees and costs incurred by the attorney directly and not through the

University.

**Section 3.** Before becoming obligated under this Article, the University shall be presented with a sworn affidavit by the attorney listing an hourly breakdown of the time spent and a brief description of the purpose of such time. The attorney shall account for and value time at the attorney's most favorable rate, not to exceed two hundred dollars (\$200.00) per hour. If the University, in its discretion, believes the charges exceed the reasonable, usual and customary fees normally charged, the parties shall submit the matter to the Oregon State Bar Fee Arbitration program for resolution. The decision of the OSB fee arbitrator or arbitration panel shall be final and binding as to the University's obligation under this Article. This benefit is solely for the employee and under no circumstances shall the provisions of this Article give rise to a claim of any sort against the University by the attorney.

**Section 4.** Reimbursement will not be made in those instances where:

- (A) The employee was not performing within the course and scope of his or her statutory authority as a sworn officer of the University;
- (B) The employee is convicted by verdict or plea, or pleads no contest to any criminal charges arising out of the incident;
- (C) The University sustains any disciplinary charge(s) on the basis of the employee's actions which formed any part of the basis for the possible criminal liability unless the University's disciplinary action is overturned on grievance appeal;
- (D) The University shall have no obligation to reimburse an employee, the Association or counsel for the Association for costs or legal fees in any instance where the employee or the Association elect to have counsel for the Association represent the employee involved in the incident at any stage of the criminal proceeding, including, but not limited to, any grand jury proceeding;
- (E) The employee resigns his or her employment with the University for any reason, unless the employee establishes that his or her resignation was unrelated to and does not impact the criminal investigation for which the employee requests defense and indemnification under this Article;
- (F) The University shall have no obligation to reimburse an employee, the Association, or counsel for the Association for costs or legal fees associated with representation at pre-disciplinary procedures; and
- (G) The University shall have no obligation to reimburse an employee, the Association, or counsel for the Association for fees associated with representation at or in conjunction with the filing of a civil claim except in accordance with the Oregon Tort Claims Act.

**Section 5.** Any reimbursement required by the University shall be made only at the conclusion of all criminal and disciplinary proceedings against the employee relating to or arising out of the incident and are subject to the following monetary maximums:

(A) Legal fees, costs and expenses relating to a DA-initiated inquest or a grand jury investigation and/or appearance: Five thousand dollars (\$5,000).

(B) Legal fees, costs and expenses relating to post-grand jury indictment or other charging instrument: an additional ten thousand dollars (\$10,000).

(C) Total legal fees, costs and expenses reimbursement: Fifteen thousand dollars (\$15,000).

## **ARTICLE 47: DRUG AND ALCOHOL TESTING**

**Section 1. Preconditions to Drug Testing.** The University shall select and use a laboratory or laboratories that demonstrate experience and capability of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urine and blood analysis.

### **Section 2. Grounds for Drug Testing.**

(A) Random drug testing of any kind is prohibited.

(B) Drug testing is prohibited unless:

(i) the University possesses facts that give rise to a reasonable suspicion that an employee is currently or has recently engaged in the use of alcohol or drugs in violation of the University of Oregon Police Department Drug- and Alcohol-Free Workplace policy (“UOPD Policy”) or

(ii) the employee is directly involved in an incident that is anticipated or estimated to result in the death of any person, injury to any person requiring professional medical treatment beyond first aid, or damage to property in excess of five thousand dollars (\$5,000) resulting from operation of a motor vehicle.

**Section 3. Sample Collection Procedure.** The following procedure shall be used whenever an employee is requested to give a urine or blood sample:

(A) Only laboratory representatives may collect samples. The test shall be administered in such a manner as to protect the authenticity and reliability of the sample and the privacy of the employee.

(B) Immediately after the sample has been given, it will be divided into two (2) equal parts in the presence of the employee and a University representative. Each of the two portions of the sample will be separately sealed, labeled, and initialed by both parties and stored in a secure and

refrigerated atmosphere. Access shall be restricted to prevent contamination or destruction of samples. If the samples cannot be analyzed within twenty-four (24) hours, they shall be frozen.

(C) If the test is positive for the presence of alcohol or drugs in violation of UOPD Policy, the employee will be notified of the positive result within twenty-four (24) hours after the University learns of the results, and will be provided with copies of all documents pertinent to the test sent to or from the University by the laboratory. The employee will then have the option, at the employee's own expense, of having the untested sample submitted to a laboratory of the employee's choice.

**Section 4. Intoxilyzer Testing for Alcohol.** Alcohol tests will be done with an evidential breath testing device (EBT) certified by the Department of State Police Implied Consent Unit, otherwise known as an intoxilyzer. The EBT will be utilized first if an employee is to be tested for alcohol.

A breath test will be required to determine if the employee has an alcohol concentration of .02 grams or more per 210 liters of breath. Any result, which is .0199 or less will be considered negative.

If both the initial and confirmation breath test results are .0199 or less, the result will be considered negative; however the employee may still be impaired, based on the criteria enumerated as the basis for the test.

Any test result of .02 or greater (on both the initial and confirmation tests) will be considered positive and the employee will follow the procedures per Section 5 of this article.

An employee who does not provide a sufficient amount of breath to permit a valid test will be instructed to again attempt to provide a sufficient sample. If the employee fails to provide an adequate sample, the test will be discontinued and considered a positive test.

In the event of a positive alcohol test, the employee will be relieved of duty for the remainder of the shift.

**Section 5. Consequences of Positive Drug Test Results.** An employee who tests positive shall have the right to challenge the accuracy of the test results. Employees who test positive shall be subject to unannounced testing for a period of one (1) year following the inception of any treatment. If the employee violates the terms of treatment or again tests positive during such period, the employee shall be subject to disciplinary action up to and including discharge.

#### **Section 6. Employee Rights.**

(A) The employee shall have the right to request the presence of an Association representative up to and including the time a sample is given. Nothing herein shall restrict the employee's right to representation under general law. The sampling procedure shall not be unreasonably delayed by the exercise of these rights. "Unreasonably delayed" means any delay

which, in the reasonable judgment of the University, would adversely affect the validity of the testing procedures.

**(B)** If at any point the results of the testing procedures specified in this Article are negative, all further testing shall be discontinued. The employee will be provided a copy of the results, and all other copies of the results (including the original) shall be destroyed within twenty-four (24) hours after the test results have been received by the University, unless otherwise required by law to be retained.

**(C)** All positive test results will be kept confidential, and will be available only to the Chief of Police, one designated representative of the Chief of Police, and the employee, unless the University is required by law to disclose the results to others.

**(D)** Any employee who tests positive shall be given access to all written documentation available from the testing laboratory, which verifies the accuracy of the equipment used in the testing process, the chain of custody of the specimen and the accuracy rate of the laboratory.

**Section 7. Criminal Investigations.** This Article does not apply to drug testing conducted as part of a criminal investigation.

## **ARTICLE 48: SENIORITY**

### **Section 1. Determination of Seniority.**

**(A)** Only regular full-time employees shall have seniority. Notwithstanding Article 48, sections 5 and 6, continuous time within the bargaining unit is required to maintain seniority.

**(B)** Wherever used in this Agreement, seniority shall be determined by the continuous period of time within the bargaining unit from the employee's date of hire or date of transfer into the bargaining unit.

When two or more employees are Acting In Capacity under the same or similar assignments (corporals for example), seniority shall be determined by time in the assignment for AIC shift and AIC overtime preferences. For all other seniority applications officer bargaining unit seniority applies. The University will consider AIC time-in-assignment when choosing to eliminate AIC assignments given preference to the employee with the greatest length of time-in-assignment.

**Section 2. Ties in Seniority.** So as to avoid ties in seniority, the University shall hire new employees on separate dates. For CSOs that transferred into UOPA on November 29, 2021, (through unit clarification, ERB Case UC-006-21) their seniority tie breaker will be based upon their hire date with UOPD.

**Section 3.** The University shall provide the Association with copies of a seniority list annually and within the month of January. This list will be used for the entirety of the year and

until the next list is issued. The Association reserves the right to challenge the order of the list if it contends an employee is incorrectly placed. This challenge must be submitted in writing to the University Human Resources Department no later than thirty (30) days after receiving the list. The University has two (2) weeks after receiving the Association's challenge to correct the list or reject the Association's challenge. If the challenge is rejected, the parties will meet to try and resolve the issue.

**Section 4.** Time spent in the Armed Forces, on military leaves of absence, other authorized leaves and time lost because of duty-connected disability shall be included in the length of service.

**Section 5.** Effective for promotions occurring after March 17, 2018, if an employee who has promoted within the Department, but outside of the bargaining unit, reverts to a position they formerly held in the bargaining unit, the employee's seniority shall be the seniority previously earned in the bargaining unit.

**Section 6.** The seniority of an employee who has completed probation shall be protected for a period of two (2) years during layoff, provided that such employee has not been given an opportunity to return to work in their same classification.

## **ARTICLE 49: JOINT LABOR MANAGEMENT COMMITTEE**

**Section 1.** To facilitate communication between the parties and to discuss greater departmental function, increased efficiencies, improved quality of work life, and improved quality of services, a Joint Labor Management Committee may be established by mutual agreement of the Association, and the University. The Committee may take under discussion such topics as the members mutually agree may improve the quality of work life and services, and/or lead to greater function of the department, such as procedural and/or safety issues.

**Section 2.** The committee shall be on a meet-and-confer basis and shall not be construed as having the authority or entitlement to negotiate. The committee shall have no power to contravene any provision of the Collective Bargaining Agreement or to enter into any agreements binding on the parties to the Agreement or resolve issues or disputes surrounding the implementation of the Agreement. No discussion or review of any matter by the committees shall forfeit or affect the time frames related to the grievance procedure. Matters that should be resolved through the grievance and arbitration procedure shall be handled pursuant to that procedure.

**Section 3.** The committee shall be composed of two (2) employee members appointed by the Association and two (2) members of management unless mutually agreed otherwise.

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

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

## **ARTICLE 50: INCLEMENT WEATHER**

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

**Section 2.** The University's designated official shall notify employees prior to the beginning of their work shifts, not to report to work because of closure of facilities or curtailment of work due to inclement weather or hazardous conditions. In such cases, the University's designated official will use announcements on the University website, and on a recorded message line, at minimum, as well as using any other information systems it chooses, such as local radio or television stations, individual telephone calls, or other locally appropriate methods to make reasonable efforts to notify employees of the closure or work curtailment by no later than 6:30 a.m. The University's designated official shall notify employees by October 1 of each year of the methods to be used in making such announcements. It will be the responsibility of the employee to monitor the methods used to ensure he/she does not report to work in a situation where there has been a closure of facilities, or report late during a curtailment of work, due to inclement weather or hazardous conditions. If the Employer provided the proper notice specified in this Section, an employee who reports to work when there has been a closure of facilities due to inclement weather or hazardous conditions will not be paid show-up compensation for reporting to work under Article 25 - Call Back, Standby, and Court Pay.

**Section 3.** Employees who do not work pursuant to provisions of Section 2 of this Article shall be authorized to use accrued vacation, compensatory time, exchange time, personal leave, or to take leave without pay, to cover work time missed due to closure or work curtailment. Employees required to work during periods of closure or curtailment described in Section 2 shall be paid at the rate of time-and-one half for all hours worked during such periods. There shall be no pyramiding of overtime for work performed under this Article and Article 23 - 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 23 - Overtime. Any make-up time must be performed within sixty (60) calendar days of the missed time and at rates of pay that would have prevailed except for the inclement weather.



## APPENDIX A – SALARY RANGES

Base salaries will be paid according to the following hourly schedule:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
<b>Police Officers*</b>	\$ 33.68	\$ 35.15	\$ 36.63	\$ 38.15	\$ 39.76	\$ 41.41	\$ 43.32	\$ 45.31	\$ 47.40	N/A
<b>CSOs*</b>	\$ 22.68	\$ 23.75	\$ 24.88	\$ 26.07	\$ 27.31	\$ 28.60	\$ 30.04	\$ 31.45	\$ 32.96	\$ 34.54
<b>Dispatchers**</b>	\$ 25.25	\$ 26.26	\$ 27.31	\$ 28.40	\$ 29.54	\$ 30.72	\$ 31.95	\$ 33.23	\$ 34.56	N/A

\*Retroactive to July 1, 2023

\*\*Retroactive to June 1, 2023

## LETTER OF AGREEMENT – JOB SHARE, SEASONAL, INTERMITTENT, AND ACADEMIC YEAR POSITIONS

### Definitions

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.
2. **Seasonal positions** are positions which occur, terminate and recur periodically and regularly, regardless of the duration thereof.
3. **Intermittent positions** are (only) on-call positions that are assigned work on an irregularly fluctuating basis.
4. **Academic Year positions** are positions created to conform generally to the school or academic year.

For the term of this agreement, the University shall employ none of the above positions to perform any of the duties of members of the bargaining unit as defined in Article 2 – Recognition, of this Agreement.

## LETTER OF AGREEMENT

The University will modify University Police Department Policy 1046.2(a) to read:

“Uniforms and equipment shall be maintained in a serviceable condition and shall be ready at all times for immediate use. Uniforms shall be neat, clean and appear pressed.”

Until this modification is formally made, bargaining unit employee will not be subject to discipline or any other form of negative evaluation for failing to appear in a uniform that does not “appear professionally pressed.”