# Collective Bargaining Agreement

**Portland State University** and **SEIU Local 503 OPEU**

**2016 - 2018**

## Table of Contents

<table>
<thead>
<tr>
<th>Article</th>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Parties to the Agreement</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Recognition</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Scope of Agreement</td>
<td>2</td>
</tr>
<tr>
<td>4</td>
<td>Term of Agreement</td>
<td>2</td>
</tr>
<tr>
<td>5</td>
<td>Complete Agreement/Past Practices</td>
<td>2</td>
</tr>
<tr>
<td>6</td>
<td>Separability</td>
<td>3</td>
</tr>
<tr>
<td>7</td>
<td>No Strike or Lockout</td>
<td>3</td>
</tr>
<tr>
<td>8</td>
<td>Employer Rights</td>
<td>4</td>
</tr>
<tr>
<td>9</td>
<td>Union Rights</td>
<td>5</td>
</tr>
<tr>
<td>10</td>
<td>Negotiation Procedures</td>
<td>12</td>
</tr>
<tr>
<td>11</td>
<td>Mutual Respect</td>
<td>13</td>
</tr>
<tr>
<td>12</td>
<td>Employee Assistance Program (EAP)</td>
<td>14</td>
</tr>
<tr>
<td>13</td>
<td>Parking</td>
<td>14</td>
</tr>
<tr>
<td>14</td>
<td>Personnel Records</td>
<td>14</td>
</tr>
<tr>
<td>15</td>
<td>Discipline and Discharge</td>
<td>15</td>
</tr>
<tr>
<td>16</td>
<td>Grievance and Arbitration Procedure</td>
<td>19</td>
</tr>
<tr>
<td>17</td>
<td>Legal Defense Plan</td>
<td>23</td>
</tr>
<tr>
<td>18</td>
<td>Use of Deadly Force</td>
<td>23</td>
</tr>
<tr>
<td>19</td>
<td>No Discrimination</td>
<td>24</td>
</tr>
<tr>
<td>20</td>
<td>Work Schedules</td>
<td>24</td>
</tr>
<tr>
<td>21</td>
<td>Differential and Certification Pay</td>
<td>26</td>
</tr>
<tr>
<td>22</td>
<td>On-Call Duty and Call Back Pay</td>
<td>27</td>
</tr>
<tr>
<td>23</td>
<td>Emergency Provisions</td>
<td>27</td>
</tr>
<tr>
<td>24</td>
<td>Overtime</td>
<td>28</td>
</tr>
<tr>
<td>25</td>
<td>Seniority</td>
<td>29</td>
</tr>
<tr>
<td>26</td>
<td>Salary</td>
<td>30</td>
</tr>
</tbody>
</table>
ARTICLE 1: PARTIES TO THE AGREEMENT

This Agreement is entered into between the SEIU Local 503, OPEU, hereinafter the Union, and Portland State University (PSU), hereinafter PSU or the University.

ARTICLE 2: RECOGNITION

Section 1. The University recognizes the Union as the exclusive bargaining representative for all Portland State University sworn police officers, excluding employees currently represented by other labor organizations or 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 University agrees to provide the Union and the affected employee(s) with no less than thirty (30) calendar days’ written notice of such intent. Such notice shall include the basis for the exclusion and a copy of the current position description, including a statement of the specific duties of the position supporting the change in status. The employee may elect to exercise their layoff rights under Article 45 – Layoffs, Section 2. 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.

(B) If the Union decides to challenge an excluded position(s), it will provide written notice to the University within thirty (30) calendar days of the date of the University’s notice. 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 Union’s notice. Such notice shall include specific information regarding the University’s reason for continuing the exclusion(s).

Upon request of either party, the Union and the University shall meet at a mutually agreed time within such thirty (30)-day period to discuss the exclusion(s). The effective date of the exclusion remains unchanged.

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

(D) The Union agrees not to file any unit clarification petition with the Employment Relations Board with regard to any position excluded by the 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, email, fax, or mail (postmarked) within the time frames cited above. Notices to the Union under this Section will be sent to the Union designee—as specifically provided by the Union—at the Union’s headquarters, with a copy to the Union’s Local President.
Section 3. The University and the Union have established a single bargaining unit made up of employees of Portland State University designated in Article 1 – Parties to the Agreement.

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

Section 5. Grievances alleging a violation of this Section may be submitted only by the Union directly to the Vice President of Finance and Administration (VP of FADM)

ARTICLE 3: SCOPE OF AGREEMENT

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

Section 2. This Agreement supersedes the Letter of Agreement (LOA) negotiated between the Union and the University.

ARTICLE 4: TERM OF AGREEMENT

Section 1. This Agreement shall become effective upon the first day of the first month following ratification by the Parties and expires September 30, 2018, except where specifically stated otherwise in this Agreement.

Section 2. Either party may give written notice during the period of January 15—February 15, 2018 of its desire to negotiate a successor Agreement. Such negotiations shall commence with an exchange of written proposals by the parties no later than May 1, 2018.

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 this Article or as otherwise specified in this Agreement.

ARTICLE 5: COMPLETE AGREEMENT/PAST PRACTICES

Section 1(A). Complete Agreement. Pursuant to their statutory obligations to bargain in good faith, the University and the Union have met in full and free discussion concerning matters in “employment relations” as defined by ORS 243.650(7). This Agreement incorporates the sole and complete agreement between the University and the Union resulting from those negotiations. The Union 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, hours or working conditions that have been established by a specific provision of this Agreement.

(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.

Section 2. Past Practices. 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.

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 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

Strikes. The Union agrees that it will not initiate, cause, permit, or participate or join in any strike, work stoppage, or work slow-down. The members of the Union agree to observe the same restrictions. Employees while acting in the course of their employment, will not honor any picket line established by the Union or by any other labor organization when called upon to cross such picket lines. The Union and its members recognize that participation in such action is contrary to Oregon law. If the Union becomes aware of any such action by any of its members which violates this article, it shall use reasonable, good faith efforts to encourage and convince the employee(s) to discontinue such action. Such notification by the Union shall not constitute an admission that it has caused or counseled such activity. 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.
Lockouts. The University will not cause or permit any lock out of bargaining unit employees as a consequence of any dispute arising during the period of this Agreement.

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) Meet operational needs;

(J) Take reasonable actions to carry out its mission in emergencies;

(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.

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. The work rules found in the University Police Department Policy Manual and all duly adopted University policies as of the date of this agreement are considered applicable past practices. The University agrees that, before changing existing or implementing new work rules that are mandatory subjects of bargaining, it will provide written notice to the Union of proposed
changes of the existing work rules or proposed new work rules, and meet as soon as possible, but no later than fourteen (14) calendar days, 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 Union will have the right to grieve those violations under Article 16 - Grievance and Arbitration Procedure, of this Agreement.

ARTICLE 9: UNION RIGHTS

Section 1(A). Rights/Obligations. The Union and the University agree that there must be mutual respect for the rights and obligations of the Union and the University and the representatives of each.

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

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

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

Section 2. Union Organizer or Staff Representative Visitations.

(A) The Union Organizer or staff representative will have the right to contact any represented employee in the workplace, as long as it does not interfere with the normal flow of work.

(B) When organizers are on campus visiting members in restricted areas (e.g., buildings or areas where a visitor, student or other University employee would be restricted from going), they will give prior notice to the responsible manager (e.g., Associate Vice President of Human Resources or designee) and attempt to make further arrangements to conduct those visits. The responsible manager will make every effort to accommodate visits to campus in restricted areas in a manner that is timely, does not disrupt work flow, and allows the organizer reasonable access to the worksite and members.

(C) The Union agrees to provide the University with a list of authorized organizers and staff representatives.
Section 3. Building Use. University facilities may be used for Union activities according to current building use policies, so long as the facility is available and proper scheduling has been arranged.

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

Section 5. Electronic Mail – Access and Usage. Union representatives and SEIU Local 503, OPEU campus police represented employees shall be allowed to use the University’s electronic mail system for Union business. Such use shall be in compliance with the acceptable use policy and according to the following conditions:

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

The University shall not prevent the free transmission of electronic mail between Union electronic mail servers and University electronic mail servers.

Section 6(A). Union Steward Representation. The University agrees that a Union Steward system exists for employee representation available to all employees covered by this Agreement and also agrees to respect that when the employee is acting in their role of steward, the relationship is different from that of supervisor and employee. A Union Organizer or staff representatives, with approval from a responsible manager, shall be allowed to meet with a union steward, with employees, or management regarding any actions or procedures under the Agreement.

(B) List of Union Representatives. The Union shall provide the University with a list of the names of authorized Union Stewards with duty location and worksite representation responsibility, and a list of authorized staff representatives and shall update those lists in writing to the University’s Associate Vice President of Human Resources or designee within five (5) work days of any changes. An employee will not be recognized as a steward, or accorded the rights of a steward as provided in this Agreement, unless such written notice has been provided by the Union to the University’s AVP of HR. If problems arise regarding Union Steward authorized activities in representing employees, the Union agrees to discuss the problem with the University.
(C) The function of the steward is to represent employees, when requested by them, in grievance procedures outlined in Article 16 - Grievance and Arbitration Procedure, and in investigative interviews that an employee reasonably believes could result in disciplinary action or other disciplinary meetings as described in Article 15 - Discipline and Discharge, Section 1(D)(2).

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

(E) Police officers shall be allowed not more than two (2) Stewards. These Stewards will only represent bargaining unit members. Non-bargaining unit stewards will not represent Police Officers.

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

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

Section 9(A). Union Stewards Time Off. Union Stewards will be granted mutually agreed upon time off during regularly scheduled working hours to investigate and process grievances, and to represent employees in investigatory interviews or disciplinary meetings as described in Article 15 - Discipline and Discharge, Section 1(D)(2) upon notice to their immediate supervisor. If the permitted activities would interfere with the work the Steward or employee is expected to perform, the immediate supervisor shall, within the next work day, arrange a mutually satisfactory time for the requested activity.

(B) Union Stewards will receive their regular rate of pay for time spent processing grievances and representing bargaining unit employees in investigatory interviews or disciplinary meetings as described in Article 15 Discipline and Discharge, Section 1(D)(2) during their regularly scheduled hours of employment. Supervisors may request that stewards 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 or distributing Union material outside their regularly scheduled hours of employment. The University is not responsible for any travel or subsistence expenses incurred by a grievant or Union Steward in the processing of grievances.

(D) A Union Steward or Executive Board Member may be granted time off for additional matters and will receive their regular rate of pay when such participation is during their regularly scheduled hours of employment and their participation is deemed to be mutually beneficial.

Section 10. Official Union delegates and members of the Union’s Board of Directors shall be granted personal leave, accrued vacation leave, accrued compensatory time or leave of absence without pay at their request to attend the Union’s biennial General Council.

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

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

Section 11(A). Upon timely request, the University shall make available at no cost to the Union the latest copy of any SEIU Local 503, OPEU campus police bargaining unit employee 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-SEIU bargaining unit employee data. Such request must be made in advance of the preparation of the reports. If new and appropriate employee statistical and expenditure reports are produced by the University, the University and the Union may mutually agree in advance to provide such reports at no cost.

(B) Upon request, the University shall make available to the Union at cost any SEIU Local 503, OPEU campus police bargaining unit employee 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-SEIU bargaining unit employees or data or reports that require new development.

(C) The University shall furnish monthly to the Union a list of new employees hired into positions represented by the Union. The list shall contain the name, classification, date of employment, transfer if known, and worksites of the new employees.
Section 12(A). Dues Deduction. Upon receipt from the Union of an electronic list of bargaining unit members who have authorized the University to deduct regular dues, special assessments, political dues and/or voluntary political contributions by either electronic, telephonic, or written authorization, the University shall deduct the requested dues, assessments and/or contributions from the employee’s monthly salary or wages in the amount indicated in the list. The Union will maintain the employee’s electronic, telephonic, or written authorization and will provide copies to the University upon request. The electronic list of employee authorization for dues, assessments, and/or dues cancellation will be submitted by the Union to the University’s Human Resources or payroll office seven (7) working days prior to the first of each month for payroll deduction. All applications for Union membership or dues cancellation shall be submitted by the employee to the Union. All applications for membership or dues cancellation which the University receives shall be promptly forwarded to the Union. The Union shall hold harmless and completely absolve the University for any liability related to errors contained in the submission of its electronic list of employees’ electronic, telephonic, or written authorizations for dues, assessments, and/or contributions, or dues cancellation.

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

(C) Dues Adjustment Summaries for Union Members. Summaries will be forwarded by the University to the Union by the 20th of the month. The Dues Adjustment Summary will reconcile the previous month’s remittance with the current month’s remittance. The Dues Adjustment Summary will be an alphabetical listing and shall show the following:

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

Formatted 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 Union recognizes that the above information may require hand editing and/or notations. Therefore, only repeated similar errors or omissions will be considered a violation of this Section.
(D) The 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 Union dues from those workers who were having dues deducted immediately prior to taking leave.

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

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

(G) The Union agrees to pay the one-time reasonable cost associated with reprogramming to comply with formatting and additions for providing the information requested by the Union in Sections 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 data base but rather will prospectively gather such information.

(H) Special Reports. Upon request, the University will make available to the Union at cost, on a timely basis the following reports:

(1) An alphabetical listing of the names of all SEIU Local 503, OPEU campus police represented employees within the University;
(2) An alphabetical listing of all SEIU Local 503, OPEU campus police fair share payers in the University. These reports shall contain:

- Employee name
- Employee’s identification number
- Classification
- Location code, if any
- City/county code

(I) 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.

(J) The Union 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.

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

Section 14(A). Fair Share. All employees in the bargaining unit who are not members of the Union shall make fair share payments in-lieu-of-dues to the Union.

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

(C) Bargaining unit members who exercise their right of non-association, only when based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, shall pay an amount of money equivalent to regular monthly Union dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union and such payment shall be remitted to that charity by the employee in accordance with ORS 243.666. At time of payment, notice of such payment shall simultaneously be sent to the University and the Union by the employee.

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

(E) Fair Share Adjustment Summaries for SEIU Local 503, OPEU Members. Summaries will be forwarded by the University payroll office to the Union by the 20th of the month. The Fair Share Adjustment Summary will reconcile the previous month’s remittance with the current month’s remittance. The Fair Share Adjustment Summary will be an alphabetical listing and shall show the following:
Name (last name first, full first name, middle initial)
Formatted 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 Union recognizes that the above information may require hand editing and/or notations. Therefore, only repeated similar errors or omissions will be considered a violation of this Section.

(F) The Union shall indemnify and hold the University harmless against any and all claims, damages, suits or other forms of liability that may arise out of any action taken or not taken by the University for the purpose of complying with the provisions of this Article.

**Section 15. Other Deductions.** Voluntary payroll deductions made to the Union for employee benefits will be submitted at the same time as regular dues deductions.

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

**Section 16. PECBA Information Requests.** Where the Union requests information pursuant to the Public Employees Collective Bargaining Act (“PECBA”), the University will acknowledge receipt of the Union’s request as soon as practicable and reserves the right to challenge the Union’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: NEGOTIATIONS PROCEDURES**

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

**Section 2.** The University agrees to grant leave with pay for up to two (2) bargaining unit employees to represent the Union for actual negotiating table time including caucuses, negotiation work sessions and a reasonable number of membership meetings relating to negotiations starting on January 15th 2018, prior to the current contract expiration. The Union
agrees, as a prior condition to the release of the employees from work, to notify the University in writing of the members designated for negotiations. 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 Union to attend negotiating sessions. Should it become necessary for the University to replace an employee whose scheduled hours are in conflict with negotiations, the Union agrees alternatively as follows:

(A) Seven (7) work days notice shall be given by the Union 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 Union does not give notice prescribed in (A) above, the Union 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 11: MUTUAL RESPECT

Section 1. The University and the Union agree that mutual respect between and among managers, faculty, employees, co-workers and supervisors is integral to the efficient conduct of the University’s business. Behaviors that contribute to an intimidating work environment, such as abusive language or behavior, are unacceptable and will not be tolerated.

Section 2. Employees who believe that they are subject to such behavior should raise their concerns with an appropriate manager or supervisor as soon as possible, but no later than thirty (30) days from the occurrence of the incident(s). In the event that the employee’s concerns are not addressed by such manager or supervisor within thirty (30) days the Union, on behalf of the employee, may file a complaint with the University’s Human Resources Office. The Human Resources Office will respond in writing to the complaint within thirty (30) days. If the concern is not resolved, or if there is a recurrence of problematic behavior, the University and the Union agree that they will collaboratively pursue the matter to seek resolution.

Section 3. The parties agree that issues relating to inappropriate workplace conduct by employees or supervisors not covered by Article 19 - No Discrimination, are appropriate for discussion at bi-monthly meetings under Article 16 – Grievance and Arbitration Procedure, Section 8.

Section 4. Every January, the University will remind employees of available University resources for dealing with inappropriate workplace conduct by means such as memoranda or electronic mail.

Section 5. The Union acknowledges the University’s right to deal directly with employees in resolving complaints of inappropriate workplace conduct, provided bargaining unit
employees maintain their rights to grieve discipline under applicable provisions of the Agreement, pursuant to the grievance procedure.

Section 6. The provisions of this article are not subject to grievance or arbitration.

ARTICLE 12: EMPLOYEE ASSISTANCE PROGRAM (EAP)

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

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

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

Section 4. The University will offer training to local Union Stewards on the Employee Assistance Program available to the University, on University time, where an Employee Assistance Program is available.

ARTICLE 13: PARKING

The University agrees to advise the Union of any proposed change in parking rates at its 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.
The official personnel file will be maintained under conditions that ensure the integrity and security of the file in Human Resources.

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 their 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.” Upon request, an employee shall have the right with reasonable prior notice to the University, to review their personnel file during normal office hours. A certified copy of the employee’s complete file shall be given to the employee upon their request, unless the employee agrees to less than the complete file. The employee shall not have access to background investigations or references from previous employers. With the exception of references from previous employers
and background investigation reports, the employee may request and shall be provided with a copy of any information in their personnel file.

Employees shall be entitled to prepare a written explanation or opinion regarding any critical or allegedly incorrect material placed in their 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.

Material reflecting negatively upon an employee that is in a personnel file will not be considered for subsequent disciplinary action after four (4) years, as long as there has not been any discipline imposed for the same type of issues during the preceding twelve (12) months.

Employees shall not remove any material from their files.

The only other persons permitted to have access to the contents of an employee's personnel file, excluding background investigations and references from previous employers, are a designated representative of the employee having the employee's signed authorization and the University’s agent/representative for defense when any employee presents a claim against the University. The University’s authorized staff shall have access to the employee's entire personnel file.

When an administrative investigation results in a determination of a sustained complaint and disciplinary action, only the findings and the disciplinary order may be placed in the employee’s official personnel file.

No grievance material will be kept in an employee’s personnel file.

Section 2. Supervisory Files. Supervisors may keep records and/or anecdotal notes on employees for the purpose of employee development and supervision. Supervisory files will be maintained under conditions that ensure the integrity and safekeeping of the files.

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.

ARTICLE 15: DISCIPLINE AND DISCHARGE

Portland State University Peace Officers’ Preamble:

All within the bargaining unit are entitled to the protections of ORS 236.350 – 236.370. The wide ranging powers and duties given to the Peace Officers on and off duty involve them in all manner of contacts and relations with the public. Of these contacts come many questions concerning the action of employees. These questions often require investigation by superior officers. In an effort to insure these investigations are conducted in a manner conducive to good order and discipline, the following guidelines are promulgated.
Except as otherwise provided, the procedures contained in this section apply only to non-criminal investigations which may reasonably result in discipline of the officer.

**Section 1. (A)** The principles of progressive discipline will be used when appropriate. Disciplinary action shall be imposed only for just cause. Disciplinary action or measures will include only the following:

1. Written reprimands;
2. Suspension without pay; and
3. Dismissal.

**(B)** The Union and the University agree that this is not a simple three (3) step linear process for progressive discipline and that there may be cases where there are multiple attempts at economic sanctions determined by the severity and potential consequences of the violation.

The following are considered counseling and are not considered disciplinary in nature:

1. Verbal Coaching/Counseling
2. Issuance of a Letter of Instruction
3. Required training as appropriate

**(C)** Absent significant mitigating circumstances, a single determination that an employee made an intentional, material false statement that would result in the University being required to make a Brady disclosure or made an intentional, material false statement related to a University disciplinary proceeding will be sufficient to sustain a sanction of dismissal.

**D) Potential Discipline Situations**

Any officer who will be interviewed at a disciplinary interview concerning an act, which if proven, could reasonably result in disciplinary action against them will be afforded the following safeguards:

1) The employee will be informed prior to the interview if the University believes the employee is a subject of the investigation. At least twenty-four (24) hours prior to any interview where the University may impose discipline of an employee as a result of the underlying incident, the employee and the Union will be informed, in writing of the nature of the investigation and the specific allegations, policies, procedures and/or law which form the basis for the investigation at that time. The employee may consult with a Union representative. The employee will not be notified if doing so may jeopardize either the criminal or administrative investigation.

2) The employee shall be allowed the right to have a Union representative present during the interview. The opportunity to have a Union representative present shall not unduly delay the interview.
3) The University shall make a reasonable good faith effort to conduct these interviews during the employee’s regularly scheduled shift, except for emergencies. If the interview is held outside the employee’s regularly scheduled shift, the appropriate overtime payments shall be made. Where an employee is working on a graveyard shift, the University shall endeavor to conduct the interview contiguously to the employee’s shift, and the appropriate overtime payments shall be made to the employee. The employee shall be entitled to attend to physical needs.

4) The employee will be afforded all rights and privileges to which they are entitled under the laws of the State of Oregon or the United States of America including required warnings and notices per state and federal laws (e.g., ORS 659.840).

5) All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the University from questioning the employee about information which is developed during the course of the interview.

6) If the University audio or video records the interview, a copy of the complete interview of the employee, noting all recess periods, shall be furnished, upon request. The employee may at their choice record the interview. If the interviewed employee is subsequently 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.

   (A) The employee must be given a copy of any written statement or report describing the employee’s statements.

   (B) Materials required to be given to the employee under this article must be given before subsequent interviews in the course of the same investigation.

7) Interview and investigations shall be concluded without unreasonable delay.

8) The University shall complete its investigation into an allegation of misconduct by an employee and provide notification no later than six (6) months from the date of the first interview. The University may extend the investigation to a maximum of twelve (12) months from the date of the first interview, provided that before the extended period begins, the University provides written notice explaining the reasons for the extension to the employee and the Union. The related exemptions to this time line in ORS 236.360 shall apply when applicable.

9) No more than (2) interviewers at a time may question the officer.

10) This article does not apply to criminal investigations. If the University questions an employee during a criminal investigation of one of its employees, it shall advise the employee of the criminal nature of the investigation and whether the employee is a suspect or a witness before interviewing the employee and that they are not required to answer questions in the criminal investigation as a condition of employment. The requirement to advise the employee of the criminal nature of the investigation and whether the employee is a suspect or a witness before
interviewing the employee does not apply to covert or undercover investigations. Investigations of the use of deadly force will be conducted pursuant to Article 18 Use of Deadly Force.

11) The University shall have the following statement appear on all disciplines noted above: “If you choose to contest this action, you have a right to be represented by the SEIU Local 503, OPEU and you must file an appeal within thirty (30) calendar days from the effective date of this action in accordance with Article 16 Grievance and Arbitration Procedure.” Failure to include this notice will not void the disciplinary action.

(E) The parties agree that the procedures described in Article 15 - Discipline and Discharge, Article 16 - Grievance and Arbitration Procedure, and Article 19 - No Discrimination, shall be the only contractual procedure for resolving disputes concerning discipline and discharge.

Section 2. Disciplines Other Than Dismissal

(A) Disciplinary Actions. An employee who receives a written reprimand, or suspension 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 without Pay. Campus police officers are in a high visibility position of public trust. In cases where a campus police officer is alleged to have engaged in conduct that is an egregious violation of the public trust that would shock the conscience or reflects contempt for the law enforcement profession, they may be suspended without pay during the course of the investigation. The employee will be notified in writing of their investigatory suspension without pay and the justification for the decision, and will be entitled to a prompt, post-suspension hearing upon request.

(C) Administrative Leave with Pay. When an employee has been placed on administrative leave with pay pending an investigation, it is not considered discipline. The employee will be notified in writing of their administrative leave with pay and the effective date of such status. An employee will not lose pay or benefits while on administrative leave with pay. The University will provide the Union with a status update of the investigation every forty-five (45) calendar days.

Section 3. Dismissal. 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 Chief of Public Safety or designee at a time and date set forth in the notice, which date shall not be less than seven (7) calendar days from the date the notice is received or, at the option of the employee, by written response by that date. The employee shall be permitted to have an official Union representative present.

Section 4. Employees in initial trial service with the University shall have no right to appeal removals from service under this Article.
Section 5. If no disciplinary action is taken, investigation material will not be recorded in the employee personnel file.

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

Grievances shall be reduced to writing, and shall be signed by the grievant(s), stating the specific Article(s) alleged to have been violated and clear explanation of the alleged violation, sufficient to allow processing of the grievance. In the case of group grievances, the grievance shall specifically enumerate, by name, the affected employees, when known. Otherwise, the affected employees will be generically described (e.g., work location, classification, approximate number of employees) in the grievance. Grievances shall be filed at all steps of this procedure on the form identified as the Official Statement of Grievance Form. Once filed, the Union shall not expand upon the original elements and substance of the written grievance.

All grievances shall be processed in accordance with this Article and it shall be the sole and exclusive method of resolving grievances. However, grievances arising under Article 19 - No Discrimination shall be subject to the alternative procedures specifically outlined in their respective Articles.

At the request of either party, a meeting between the Union and the University representatives will take place at any step of the grievance procedure within seven (7) calendar days from the date of the request. This meeting shall not delay any time lines.

Section 2. Time limits specified in this and the above-referenced Articles shall be strictly observed, unless either party requests a specific extension of time, which if agreed to, must be stipulated in writing and shall become part of the grievance record. “Filed” for purposes of all grievances shall mean postmarked (dated by meter or U.S. Post Office), or faxed, emailed or hand-delivered by the close of the business day (5:00 p.m.) to the appropriate office.

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 Union fails to meet the specified time limits, at any step of the grievance and arbitration procedure, the grievance will be considered withdrawn and it cannot be resubmitted.
Grievance steps referred to in this Article may be waived by mutual agreement in writing.

Such written agreements shall become part of the grievance file.

Section 3. When required by the 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.

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

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

The settlement shall include the statement:

“Step 1 grievance settlements are non-precedential and may not be cited by either party or their agents or members in any arbitration or fact finding proceedings now or in the future.” Actions taken pursuant to Step 1 settlement agreements shall not be deemed to establish or change practices under this Agreement, including but not limited to Article 5 – Complete Agreement/Past Practices, or ORS Chapter 243 and shall not give rise to any bargaining or other consequential obligations.

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

Step 3. Failing to settle a grievance in accordance with Step 2 (other than an Article 19 - Discrimination grievance which is appealed to BOLI/EEOC) the appeal, if pursued, must be filed by the Union and received by the University VP of FADM within thirty (30) calendar days after the Step 2 response is received. A copy of the appeal must be sent concurrently to the University’s Human Resources Office. The University VP of FADM shall respond in writing within thirty (30) calendar days from receipt of the Step 3 appeal. A copy of the Step 3 response shall be sent concurrently to the Union representative filing the Step 3 appeal, the Union’s Legal Department, and the Union’s Member Resource Center.
Step 4. If the grievance is still unsettled, the Union may, within 30 calendar days after the step 3 response is due or received, notify the University of its intent to arbitrate, addressed to both the Chief of Campus Public Safety and University’s Human Resources Office. The Parties shall jointly request the Oregon State Employment Relations Board to submit a panel of seven (7) arbitrators who are in good standing of the National Academy of Arbitrators. The party requesting arbitration shall strike the first name and the names shall be alternatively struck until one name remains. The person whose name remains shall be the arbitrator. The arbitrator selected shall be notified of their selection by a joint letter from the University and the Union. The designated arbitrator shall hear both parties as soon as practicable on the disputed matter and shall render a decision within thirty (30) calendar days of the hearing.

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 their 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.

The parties shall split the arbitrator’s charges equally. Should a grievance be withdrawn after the selection of an arbitrator, all charges by the arbitrator shall be paid by the withdrawing party unless the grievance is withdrawn pursuant to a settlement of the grievance, however, each party shall be responsible for compensating its own representatives and witnesses.

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

The following types of grievances shall be filed initially with the Chief of Campus Public Safety (Step 2):

a. Discipline grievances above a Written Reprimand other than dismissal;

b. Family Medical Leave Act (FMLA)/Oregon Family Leave Act (OFLA) grievances;

c. Layoff and recall grievances (Article 45);

d. Grievances alleging a violation of Article 2 – Recognition.

(2) Grievances Filed Initially at Step 3

The following types of grievances shall be filed initially with the University VP of FADM (Step 3):

a. Dismissal Grievances;

b. Family Medical Leave Act/Oregon Family Leave Act Grievances. Any grievances alleging a violation of Article 39 – Sick Leave, Section 7,
Family Medical Leave Act (FMLA) will be submitted in writing within thirty (30) calendar days of the date the grievant or the Union knows or by reasonable diligence should have known of the alleged grievance, directly to the University VP of FADM. The University VP of FADM shall respond within thirty (30) calendar days after receipt of the grievance. All unresolved FMLA grievances may be submitted by the Union or the grievant to the U. S. Department of Labor if not already so filed. All unresolved OFLA grievances may be submitted by the Union or the grievant to the Oregon Bureau of Labor and Industries (BOLI) if not already so filed. However, such grievances shall not be subject to arbitration under this Agreement. Nothing in this Article shall preclude an employee from filing a complaint with BOLI or the U.S. Department of Labor at any time.

Section 5. Mediation. Subsequent to a timely request for arbitration and prior to the selection of an arbitrator, either the University or the Union may request mediation of the grievance. If both parties agree to the mediation, it will be scheduled and conducted by the Conciliation Service Division of the Employee Relations Board of Oregon. Mediation is not a mandatory step of the grievance procedure. A party’s unwillingness to participate in the mediation, or the particular matters discussed in mediation other than the facts of the case, shall not be admissible in any subsequent arbitration hearing.

Section 6. Arbitration. A grievant shall be granted leave with pay for appearance in arbitration proceedings including the time required going and returning to their headquarters, unless suspended without pay or previously terminated. The Steward of record shall be granted leave with pay for appearance in arbitration proceedings including the time required going and returning to their headquarters.

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

Section 8. Grievance Committees. (1) Union Steward shall be able to serve on the Grievance Committee, if requested by the Chief Steward. The committee shall discuss employee grievances for the purpose of achieving resolutions at the lowest possible level of the grievance procedure. The Union Stewards appointed to this committee shall be allowed one (1) hour on duty per month for committee meetings, without loss of pay and benefits provided time off is prescheduled with the supervisor and activity is reported to the supervisor pursuant to Article 9 - Union Rights, Section 9. The University shall suffer no overtime obligation as a result of this Article.

Section 9. Monthly Meetings. The Chief Steward or Steward designated by the Union and the University’s AVP of HR or designee shall schedule monthly meetings to review pending grievances and contractual issues and to make good faith efforts to resolve such grievances and issues. The Chief Steward or Steward designated by the Union and the University’s AVP of HR or designee shall mutually agree on the participation of other Union 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 Union’s written request in support of a specific grievance, the University, within a reasonable period of time, will provide a listed summary of redacted 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 Union.

ARTICLE 17: LEGAL DEFENSE PLAN

The University will pay each campus police officer a stipend in an amount not to exceed $70 per month for the purchase of the Fraternal Order of Police Legal Defense Plan.

ARTICLE 18: USE OF DEADLY FORCE

Section 1. Fairness and Public Confidence. The use of deadly physical force by law enforcement personnel is a matter of heightened concern both to the public and to the law enforcement community. The University will follow a policy and practice of investigation of these incidents consistent with standards of best practice and the law. These standards will provide a framework for a consistent response to CPSO police officer’s use of deadly physical force that treats the officer fairly and promotes public confidence in the criminal justice system.

Section 2. Consultation. Employees involved in the use of deadly force shall be advised of their rights to and shall be allowed to consult with a Union representative and/or attorney prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative and/or with counsel shall not delay the giving of information deemed necessary to preserve evidence, protect lives and/or apprehend suspects. The officer’s statement shall not be unduly delayed by the unavailability of counsel and/or Union representative.

Section 3. Administrative Leave. Each officer involved in a use of deadly force incident shall be given reasonable paid administrative leave. An officer who uses deadly force that results in the death of a person shall not be returned to a duty assignment that might place them in a situation in which they may have to use deadly force until at least 72 hours immediately following the incident (ORS 181.789).

Section 4. Mental Health Review. The University will provide and pay for at least three sessions with a mental health professional for each involved officer within six (6) months after the incident, and, upon request, to any other affected officer. Per ORS 181.789, an involved officer must attend at least one such session. The Union and University will jointly select the mental health professional. Attending these sessions will not be considered discipline.

Interviews with a mental health professional will be considered confidential and will not be disclosed except to the extent that the officer did or did not attend a mandatory session.
ARTICLE 19: NO DISCRIMINATION

Section 1. The University and the Union will continue their policies not to engage in unlawful discrimination against any employee because of race, color, marital status, religion, sex, national origin, age, disability, veteran status, genetic information, sexual orientation, gender identity or any other protected class under State or Federal Law. Sexual harassment, as defined by law and PSU policy, is a form of sex discrimination and is prohibited. Complaints alleging such discrimination may be directed to the University’s Office of Global Diversity and Inclusion (OGDI). Allegations of discrimination may also be investigated as a personnel matter, and/or by the Bureau of Labor and Industries (BOLI) or the Equal Employment Opportunity Commission (EEOC) for resolution, if not already so filed. Nothing in the Article shall preclude an employee from filing a charge of discrimination with BOLI or EEOC at any time.

Section 2. Any complaint alleging violation of this Article may be submitted to the Chief of Public Safety and HR, and is not arbitrable. If the Chief of Campus Public Safety is the respondent, then the complaint should be submitted to the VP of FADM. The Chief of Campus Safety or designee and HR will respond within thirty (30) calendar days after receipt of the complaint. If an employee or the Union files a discrimination complaint under this Article, and the employee also files a discrimination complaint with the University’s OGDI concerning the same allegations, the deadline for the response to the complaint pursuant to this article will 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 OGDI, or;

(B) the date of the OGDI response to the complaint.

ARTICLE 20: WORK SCHEDULES

Section 1. A work schedule is defined as the time of day and the days of the week the employee is assigned to work. A regular work schedule for patrol officers is a repeating work schedule with the same starting and stopping time, not exceeding forty (40) hours in a work week on a five-eight (5-8)- hour day. A regular work schedule for a detective is defined as a repeating work schedule with the same starting and stopping time, not exceeding eighty (80) hours in a 14-day period. To accommodate a change in regular days off, the workweek for patrol officers shall not exceed eighty (80) hours in a fourteen (14) day period while the days off are adjusted.

(A). Four (4) Ten (10) Work Schedule. The four ten work schedule shall consist of a work week with four ten hour shifts followed by three days off, repeating, referred to as the 4/10 schedule, rather than those hours set forth above in this Article.

(B). Three-Twelve/Three-Twelve + Eight (3-12/3-12 + 8) Hour Work Schedule. The 3-12/3-12 + 8 work schedule shall consist of one work week with the seven (7) day payroll week of the three (3) twelve (12) hour work days, followed by four (4) days off, and the other work
week with the seven (7) day payroll week of the three (3) twelve (12) hour work days, with an eight (8) hour work day, followed by three (3) days off. This schedule may begin with either the long or the short work week. Employees assigned this schedule are subject to the section 7k exemption under the Fair Labor Standards Act. A 7k exemption establishes a 14-day work period including 80 regularly scheduled hours of work. Overtime on a daily basis will be paid as provided in Article 24. The schedule may be terminated upon the mutual consent of the parties or by thirty (30) days written notification by either the Union or the University.

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

Section 3. The University agrees to schedule employees regular work week in a manner that would not result in split shifts or non-consecutive regular days off unless mutually agreed to between the University and the employee, or as required to meet operational needs. Work schedules will be published as soon as possible after determining staffing needs.

Section 4. Employees working an eight (8) hour day shall be provided with a rest period of fifteen (15) minutes during each half of the employee’s shift. Employees working a ten (10) hour day shall be provided with a rest period of twenty (20) minutes during each half of the employee's shift.

Section 5. Meal periods shall be considered time worked. Employees on meal break are subject to calls when needed.

Section 6. Employees will begin their shift dressed and ready to respond to service. While not required to change into, or out of, uniform at work, the University recognizes that to do so is a convenience for officers who may use public transportation, or have other personal reasons, and do not wish to travel in uniform. As such, the University agrees to provide lockers and an area to change into uniform. Officers are required to be in uniform and ready to respond to calls for service at the beginning of their shift. This agreement is not an acknowledgment that officers are required to prepare for duty onsite.

Section 7. An employee may request in writing authorization to change his or her work schedule. The employee’s request must include the duration of the change in the schedule and address how the operating needs of the University could be met. The supervisor will give full consideration to the request and respond within thirty (30) calendar days of receipt. The supervisor will deny the request only for reasons which are reasonably related to University operating needs. If the request is denied, the reason(s) will be given to the employee in writing.

Section 8. Safe Scheduling. In order to promote a safe and healthy work environment officers will not be required to work excessively long shifts: No more than sixteen (16) hours in a twenty four (24) hour period; No more than thirty two (32) hours in a forty eight (48) hour period; No more than forty (40) hours in a seventy two (72) hour period. No officer will be
allowed to work more than twenty-five (25) hours of overtime in a forty (40) hour work week. The provisions of this section do not apply when significant sudden unexpected incidents or investigations require uninterrupted and continuous attention.

Section 9. For the purposes of shift preference and selection of off duty days, “Office Seniority” shall be used in Accordance with Article 25 Seniority.

Shifts will be assigned based on a seniority bid system. Shift rotation, occurs twice annually with days off sign up occurring based on “Office Seniority”. The new shifts shall be assigned on February 1st and July 1st of each year. The bidding shall take place 30 days before the assignments take effect.

Section 10. Shift Trading. For employees who agree to trade shifts for one day, the traded shift becomes each employee’s assigned shift. Failure to work the shift will have the same consequences as if the employee did not work the employee’s regular shift. Shift trades may be made only between employees working in the same capacity, must be voluntarily agreed to by the employees involved, and must be approved by management after being fully informed of the trade and before the work is performed. Overtime does not apply to traded shifts.

Section 11. Department of Public Safety Standards and Training (DPSST) Basic Academy Training. All DPSST Basic Academy mandatory activities such as, but not limited to, instruction time, flag raising and physical fitness training shall be considered as normal work duty time and shall be compensated as such. The work week shall consist of a forty (40) hour work week, based upon a five (5) day work week, eight (8) hour work day. These eight (8) hours of the work day may be non-consecutive due to long break periods between classes and other required activities. If the amount of time spent in required activities totals more than forty (40) hours per week, overtime will be paid at time and one half. Attendance at voluntary DPSST Basic Academy events is not considered work time. Recruit Officers assigned to DPSST Basic Academy Training may have their schedule adjusted without penalty. Room and board are not the responsibility of the employee while attending DPSST Basic Academy Training. This does not include optional equipment expenses which shall be paid by the employee, or other equipment that the employee is normally required to purchase.

Section 12. Scheduling Changes. The start/stop times set forth in the schedule may be adjusted for operational needs with seven (7) days notice. If less than seven (7) days notice is given, hours worked outside of their normal schedule will be paid at overtime rate or compensatory time off. Employees may not accrue more than one hundred twenty (120) hours of accrued compensatory time. If the employee wishes to receive compensatory time off in lieu of cash, the employee must submit a written request to their supervisor no later than the employee’s first regular workday following the date the overtime worked. Shifts may be changed without additional compensation if mutually agreed upon.

ARTICLE 21: DIFFERENTIAL AND CERTIFICATION PAY

Section 1. Coach’s Pay. Payments related to the FTEP program providing a seven and
one half percent (7.5%) premium for the active coach. The inactive coach will receive a seven and one half percent (7.5%) premium for actual time spent coaching when he serves as a relief for the active coach. It is specifically agreed that a coach will be eligible for court overtime provided he has been subpoenaed to testify.

Section 2. Certification/Degree Incentive Pay. Employees with the following Academic Degrees or DPSST Certifications will receive incentive pay at the following rates which are not cumulative:

1. Associate Degree and/or DPSST Intermediate Certificate: Three Percent (3%)
2. Bachelor’s Degree and/or DPSST Advanced Certificate: Five Percent (5%)

Section 3. Acting in Capacity Pay. If a Campus Police Officer is assigned as a Sergeant for a period of over thirty (30) days or more they will be paid at five percent (5%) above their base pay or the Sergeant rate, whichever is greater, for the period of such an assignment. To be eligible for Acting in Capacity pay, the assignment must be memorialized in writing and approved by the Chief of Public Safety or designee. No such assignment shall be made for a period of less than thirty (30) days.

Section 4. Bilingual Pay. A Campus Police Officer will receive annual bilingual proficiency pay of $1,000 per year if the employee is bilingual in English and one of the following languages: Spanish, Russian, Arabic, Mandarin, sign language or any additional language as determined by the sole discretion of the University. To be eligible for bilingual proficiency pay, a Campus Police Officer will be deemed fluently bilingual by having passed a certified bilingual proficiency exam.

ARTICLE 22: ON CALL DUTY AND CALL BACK PAY

Section 1. On Call Duty. Employees shall be paid one (1) hour of pay at the regular straight time rate for each six (6) hours of assigned On Call Duty. Employees who are assigned On Call Duty for less than six (6) hours shall be paid on a prorated basis. On Call pay will continue until the employee is called to active duty or is relieved from such On Call status.

Section 2. Call Back Pay. When called to duty on a day off, or after a break in service more than one hour before or one hour after the end of a scheduled shift, a member of the police bargaining unit will be granted a minimum of three (3) hours call back at one and one half times hourly rate (1.5). Any work exceeding the three (3) hours will be paid at time and a half until the start of the next regular shift if the callback is extended. This section does not apply to regularly scheduled hours that overlap the call-back time, holdover times, or to brief, routine phone calls.

ARTICLE 23: EMERGENCY PROVISIONS

If the safety of the officer during emergency conditions or other University-directed operational needs makes it necessary for the University to prescribe the areas beyond normal
operational restrictions in which officers may eat their meals, the University will furnish adequate meals.

ARTICLE 24: OVERTIME

Section 1. Definition of Time Worked. All time for which an employee is compensated at the regular straight time rate of pay, except on-call time (Article 22 - On Call Duty and Call Back) but including holiday time off, compensatory time off and other paid leave, shall be counted as time worked. Holidays that fall on an employee’s scheduled day off shall not count as time worked toward computation of overtime.

Section 2. Overtime Work Definition. Overtime for employees working a regular work schedule, as defined in Article 20, Section 1 – Work Schedules, is time worked in excess of either (a) eight (8) hours per day; (b) ten (10) hours per day for employees working a 4-10 schedule; (c) hours worked outside of a regularly scheduled shift with less than seven (7) days’ notice.

For purposes of this Article, time worked does not include brief, routine telephone calls made to an employee or by an employee after their work shift for work-related purposes.

Section 3. Compensation. All employees shall be compensated for overtime. No application of this Article shall be construed or interpreted to provide for compensation for overtime at a rate exceeding time and one-half (1- 1/2), or to effect a “pyramiding” of overtime and penalty payments.

Section 4. All overtime must be approved by management.

Section 5. Schedule Change. When an Employee elects to change or flex the employee’s schedule for the employee’s benefit, all additional compensation will be waived by the employee. If the University requires the change without the required notice, applicable compensation rates apply.

Section 6. Record. A record of all overtime worked shall be maintained by the University.

Section 7(A). Mandatory Overtime. The University shall give as much notice as possible of overtime to be worked. In requiring overtime work, the University shall consider any circumstances which might cause such an assignment to be an unusual burden upon the employee, and will make a reasonable attempt to accommodate; however, the nature of police work may prevent such accommodations.

(B) When overtime assignments occur for routine or special events (including emergencies that become routine) that do not require special unit supervision or special skill and training, the University will use reasonable effort to notify employees of the available overtime. Sign up will be by “Office Seniority”. Bumping will be permitted with notice to the affected
member being the responsibility of the member doing the bumping. Bumping will not occur when there is less than seventy-two (72) hours’ notice, regardless of seniority. Shifts may be extended up to two (2) hours to reduce the number of off duty personnel required to staff such assignments and not subject to seniority bidding or bumping. The University shall maintain a record of all overtime worked and shall post this record monthly.

(C) All employees shall receive monetary compensation for overtime worked unless the employee elects to receive compensatory time. If the employee wishes to receive compensatory time, they shall denote accrual on their timesheet. Employees may not accrue more than one hundred and twenty (120) hours of accrued compensatory time.

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

(E) An employee may request compensatory time off with seven (7) days advance notice, subject to the operating requirements of the University. If two (2) or more employees request the same period of time off and the matter cannot be resolved by agreement of the employees concerned, the employee having the greatest Office seniority, in accordance with Article 25, will be granted the time off subject to the operational needs of the University. In cases of a tie, the employee with the longest period of service within the University shall be granted the time off.

ARTICLE 25: SENIORITY

Computation of seniority shall be as follows:

(A) Continuous University Service. Credit one (1) point for each full month in University service.

(1) Employees appointed as Police Officers before Union recognition shall have that time count for University service.

(2) For the purposes of bidding for shifts and vacation time only, “Office Seniority” shall be used. Office Seniority shall be the date that a person is hired as a Police Officer. The Campus Public Safety Office shall maintain and post this list. The Union 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 Human Resources Office no later than thirty (30) days after receiving the list. The University has two (2) weeks after receiving the Union’s challenge to correct the list or reject the Union’s challenge. If the challenge is rejected, the parties will meet to try and resolve the issue.

(B) Break in Service. A break in service is a separation or interruption of employment without pay of more than two (2) years.
(C) **Tie Scores.** In applying seniority under this Agreement, if it is found that two (2) or more employees have equal seniority, preference shall be given in order of greatest length of service as a Police Officer. If this method does not break the tie, then the greatest length of continuous service in the University shall be used. If ties between employees still exist, the order of preference shall be determined by the University in such manner as to conserve for the University the services of the most qualified employee.

**ARTICLE 26: SALARY**

**Section 1(A). Salary Increase.** All employees will be brought to their appropriate step based on hiring date into the bargaining unit on the first of the month following ratification of this agreement. (Appendix 1)

(B) Effective December 1, 2017, salary rates shall be increased by 2.25%

**Section 2(A). Public Employees Retirement System (“PERS”) Members.** For purposes of this Section 2(A), “employee” means an employee who is employed by the 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 University 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 enacted by the 2003 Legislative Assembly, including chapters 67 (HB 2003) and 68 (HB 2004) of Oregon Laws 2003 (“PERS Litigation”). Nothing in this Agreement shall constitute a waiver of any party’s rights, claims or defenses with respect to the PERS Litigation.

(B) **Oregon Public Service Retirement Plan Members.** For purposes of this Section 2(B), “employee” means an employee who is employed by the 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 to be “salary” for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 238A.330 and ORS 238A.335.

(C) **Effects of Changes in Law** (Other than PERS Litigation). In the event that the 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 to be ‘salary’ for the purposes of determining the amount of employee contributions required to be contributed under ORS 238A.330 and ORS 238A.335.

**Section 3. Statement of Joint Intent/Commitment.** The parties are resolved to work jointly to achieve appropriate compensation increases for campus police officers. The parties agree that the goal under this Article is to make bona fide efforts to progressively achieve (1) total compensation levels that represent plus or minus five (5) percent of market; and (2) a compensation system that is fair and equitable.

**ARTICLE 27: SALARY ADMINISTRATION**

**Section 1. Definitions.**

(A) **Regular Full Time.** A regular position is equivalent to forty (40) hours per week, or eighty (80) hours in a 14-day work period if this scheduling was previously agreed upon. A regular full time employee will be paid on an hourly basis, and all benefits will be calculated on an hourly pay period basis.

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

(C) Hours worked include all hours actually worked, all paid holidays and all paid leave, which occur within an employee’s pay period.

**Section 2(A). Pay.** Pay for employees in the bargaining unit shall be in accordance with this Agreement. No changes shall be made in the pay which affect bargaining unit employees unless the parties to this Agreement have negotiated the changes and reached agreement on what changes will be made. This is not intended to prevent mechanical changes or other minor changes necessary to administer the pay.
(B) All employees shall be paid no later than the last day of the month. The parties agree that if the University adopts a biweekly pay plan, this Article of the Agreement will be open for renegotiation.

(C) 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’s AVP of HR 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.

Section 3. Salary Increases. 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.

Employees will receive annual step increases at the first of the month following each annual period after the initial date of hire into the bargaining unit until the employee has reached the top step in their salary range.

Section 4. Return from Layoff Recall List. When an employee returns from a layoff recall list, the employee’s previous salary eligibility date, adjusted by the amount of break in service, shall be restored.

Section 5. 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 5(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) An employee who disagrees with the University’s 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 5(B) of this Article, if mutual agreement concerning the overpayment has not been reached.

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

ARTICLE 28 – 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) A University contribution shall be made for all employees appointed .75 FTE or greater who have at least eighty (80) paid hours in a month.

For plan years 2016, 2017 and 2018, the University will contribute ninety-five percent (95%) of the premium costs of the coverage, and the employee will contribute five percent (5%). For these plan years, where an employee has the opportunity to choose between two (2) healthcare plans and the employee enrolls 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%). The parties recognize and agree that implementation will be consistent with current practice and that the Union may only grieve a change in the current practice of implementation.
**Section 3. 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.

**Section 4. Long-Term Disability Insurance.** The University will provide PEBB long term disability insurance and will contribute one hundred percent (100%) of the premium costs of the coverage.

**ARTICLE 29: SAFETY AND HEALTH**

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

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

**Section 2.** If in the conduct of official duties an employee is exposed to serious communicable diseases which would require immunization or testing, or if required by the University, the employee shall be provided immunization against or testing for such communicable disease without cost to the employee and without deduction from accrued sick leave. Where immunization or testing shall prevent or help prevent such disease from occurring, employees shall be granted accrued sick leave with pay for the time off from work required for the immunization or testing. An employee shall notify their supervisor immediately when they have knowledge of exposure to a communicable disease.

**Section 3.** The University will, at least annually, advise employees of the name and telephone number of the University Safety Representative. Employees are encouraged to report any condition believed to be unsafe to the Safety Representative. After investigation, the reporting employee will be advised promptly of the results of the investigation and the corrective action taken. This does not preclude employees exercising their rights under the law or this Article.

**Section 4.** 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 of any toxic or hazardous materials in their workplace.

**Section 5.** The University shall solicit and consider the Union’s comments concerning the policies and procedures referred to in Section 4 of this Article.
ARTICLE 30: UNIFORMS, BALLISTIC VESTS AND GEAR

Section 1. If an employee is required to wear a uniform, protective clothing or any type of protective device, such items shall be furnished or paid for by the University.

Section 2. University-furnished uniforms, protective clothing, and equipment will be maintained or replaced by the University when damaged by ordinary wear and tear. Such University-furnished material remains the property of the University and the employee is liable for loss (not theft or burglary) or negligent damage to the full replacement or repair cost of the material. The University shall provide laundry service for issued uniforms. The University will also arrange for purchase of uniforms on a fit-to-size basis.

Section 3. The University agrees to furnish all duty firearms.

Section 4. The University agrees to furnish all required and authorized duty equipment. The University may provide Personal Communication Devices (e.g. Smartphones) for the use of officers. The use of a University owned Personal Communication Device will be governed by CPSO and other applicable University policies. A members use of a PCD while off-duty is not required, nor implies an on-duty status if used off-duty. Brief job related phone calls (e.g. under 10 minutes) are considered to be minimally intrusive and are for the convenience of both the University and the Officer and are not compensable.

Section 5. The University shall furnish protective ballistic vests to each officer. The vests provided by the University must meet or exceed the National Institute of Justice (NIJ) Level III standards.

Vests shall be replaced by the University in accordance with the manufacturer’s recommended replacement schedule or when the vest fails, is damaged, or is rendered non-usable.

Section 6. Each employee shall be reimbursed up to $200 biennially for the purchase of job-related footwear.

ARTICLE 31: BODY CAMERAS

The University and the Union agree that the use of police body-worn cameras provide a level of transparency and accountability to gain the trust of the citizens we serve. Body-worn cameras will provide opportunities for coaching which will improve the service we provide our community. They will not be used to unfairly target individuals. As such, the University agrees to provide police body-worn cameras.

ARTICLE 32: COMPUTER WORK STATIONS

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

**Section 2.** The University may monitor and record usage to enforce its policies in accordance with OIT acceptable use policy, but will not inspect or record confidential personal financial or health record information.

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

**Section 4.** Upon request, employees who operate a computer shall be provided available wrist rests for trial usage. If the wrist rest is determined to be beneficial, a permanent wrist rest will be assigned to the station.

**ARTICLE 33: TRAINING**

**Section 1.** The University is committed to the professional development of all employees. Appropriate training will be provided. Training will be scheduled by the Chief of Public Safety or designee. Employees will attend training sessions as assigned by the University.

**Section 2.** Officers shall receive a minimum of forty (40) hours of DPSST and/or job related training approved by the Chief of Public Safety or designee each fiscal year.

**Section 3.** Notification of training credits. Each officer will be provided a copy of their official DPSST readout indicating DPSST accredited training hours at least once each year in January.

**ARTICLE 34: SAFETY COMMITTEE**

**Section 1.** A Safety committee consisting of two (2) officers and two (2) management shall meet on University time with a view to maintaining safe equipment and safe working conditions. The two (2) Officers shall be appointed by and represent the Union; the two (2) management shall be appointed by and represent the University.

**Section 2.** The Safety Committee may review uniform, equipment matters and working conditions, and provide written recommendations to the Chief.

**Section 3.** The committee shall have no authority to contravene any provision of the Collective Bargaining Agreement.

**Section 4.** The committee shall have co-chairs; one selected by officers and one by management that shall set the agenda for each meeting.

**Section 5.** The committee shall meet at the request of either co-chair, and the meeting shall be considered time worked.
ARTICLE 35: TRAVEL AND MOVING EXPENSES

Section 1. The University and the Union agree to use the University travel policy for travel and mileage reimbursement expenses. The University will give the Union at least thirty (30) days’ notice of any proposed changes to this policy.

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. The University and the Union agree to use the University’s moving expenses policy. The University will give the Union at least thirty (30) calendar days’ notice of any proposed changes to this policy.

ARTICLE 36: FILLING OF VACANCIES

Section 1. The University shall promote mobility of employees.

Section 2. Applicant Pools. Vacancies will be filled through the use of pools of eligible candidates, except for direct appointments, transfers or demotions. Pools will be established based on minimum and special qualifications, and fitness and ability of the person to perform the required duties. 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. Injured Workers. The University shall first consider injured workers eligible for reemployment pursuant to ORS 659A.046.

(B) University Layoff Recall List. Names of regular status employees from the bargaining unit who have separated in good standing by layoff shall be placed on lists established by the classification from which the employee was laid off. The order on this list shall be determined by seniority computation procedures as defined in Article 25 - Seniority and Article 45 - Layoff.

Section 3. Promotional Opportunities. The University shall promote upward mobility of employees by announcing opportunities as they occur. In all cases, it is the employee’s responsibility to make proper application for such positions. If an employee meets the minimum and special qualifications for a position, they will be considered.

Section 4. Posting. All recruitments for Police Officer vacancies will be emailed to bargaining unit members and posted on the University web page for a minimum of five (5) working days before the application closing date.
Section 5. The University shall ask the Union for the name of a member to serve on all hiring committees for the position of Police Officer. The unavailability of a member shall not unduly delay the selection process.

Section 6. Applicable Oregon and federal law related to Veterans’ Preferences shall be applied as appropriate to all Articles covered by this Agreement.

ARTICLE 37: PROBATION PERIOD

Section 1. Each employee appointed to a position in the bargaining unit by initial appointment shall complete a probation period.

Additionally, it is expressly understood that an employee who is recalled from a layoff recall list in accordance with Article 45 - Layoff shall not be required to serve a new trial service.

Section 2. The probation period is recognized as an extension of the selection process and is the time immediately following appointment. The probation period is eighteen (18) full months for employees at .50 FTE or greater, for all new appointments. The probation period for all employees may be extended up to three (3) months by mutual agreement between the local Union president and the University.

Section 3. The probation period may be extended in instances where a trial service employee has been on a cumulative leave without pay for fifteen (15) work days or more and then only by the number of days the employee was on such leave.

Section 4. When in the judgment of the University’s Chief of CPSO or designee, performance has been adequate to clearly demonstrate the competence and fitness of the probation period employee, the University’s Chief of CPSO or designee may at any time appoint the employee to regular status.

Section 5. Probation period employees may be removed from service when, in the judgment of the University’s Chief of CPSO in consultation with Human Resources, the employee is unable or unwilling to perform their duties satisfactorily or their 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. An employee who has already completed their probation service period and is a member of the National Guard and is returning from active duty, shall not be required to serve another probation service.

ARTICLE 38: 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. Uniformed police officers will receive an additional forty (40) hours of personal leave with pay each fiscal year in acknowledgment of their obligation under Article 20, Section 6 (Work Schedules);

(B) Part-time employees shall be granted such leave 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 at the employee’s discretion and may be taken at times mutually agreeable to the University and the employee.

ARTICLE 39: 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 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.

Section 2(A). 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, grandson, 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 they make other arrangements, within a reasonable period of time, for the attendance upon
children or other persons in the employee’s care. When an employee is physically able, they will
provide reasonable notice, as appropriate to the unit/department, to the supervisor or designee of
an absence due to illness. For scheduled healthcare, an employee will provide reasonable notice,
as appropriate to the unit/department, to the supervisor or designee.

(B) Certification of an attending physician or practitioner may be required by the
University to support the employee’s claim for sick leave if:

1. the employee is absent in excess of seven (7) work days

2. the University has evidence that the employee is abusing sick leave
   privileges; or,

3. 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.

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

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

(C) The University HR administrator may require that the employee submit a certificate
from the attending physician or practitioner in verification of a disability, or its continuance
resulting from a job-incurred or non-job-incurred injury or illness. Any cost associated with the
supplying of a certificate concerning a job-incurred injury or illness that is not covered by
Workers’ Compensation benefits shall be borne by the 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 the University and return to a position in the bargaining unit at the University within two
(2) years shall have unused sick leave credits accrued during previous employment restored pursuant to PERS.

Section 5. Workers’ Compensation Payment. Sick leave resulting from a condition incurred on the job and also covered by Workers’ Compensation, shall, if elected to be used by the employee, be used to equal the difference between the Workers’ Compensation for lost time and the employee’s regular salary rate. In such instances, prorated charges will be made against accrued sick leave. Should an employee who has exhausted earned sick leave elect to use accrued leave during a period in which Workers’ Compensation is being received, the salary paid for such period shall be equal to the difference between the Workers’ Compensation for lost time and the employee’s regular salary rate. In such instances, prorated charges will be made against accrued leave.

Section 6. Hardship Leave. These provisions shall apply for the purpose of allowing employees represented by SEIU Local 503 at the University to irrevocably donate accrued vacation leave or compensatory time for use by eligible SEIU Local 503 represented University 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) Hardship leave donations will not extend past twelve (12) weeks. This may be extended up to an additional twelve (12) weeks at the sole discretion of the University. At the end of this period, the University’s Human Resources Office is available to provide information and resources regarding longer term options.

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

(E) Applications for hardship leave shall be in writing and sent to the University’s Human Resource Office and accompanied by the treating physician’s written statement certifying that the illness or injury will continue for at least fifteen (15) calendar days following donee’s projected exhausting of the accumulated leave. Donated leave may be used intermittently. Accumulated leave includes but is not limited to sick, vacation, personal, and compensatory leave accruals.

(F) 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 28 - Insurance unless health insurance payments are mandated under the Family Medical Leave Act (FMLA).
(G) Employees receiving Workers’ Compensation, or short or long-term term disability, will not be considered eligible to receive donations under this Agreement. Employees on parental leave that does not qualify under FMLA, will not be eligible to receive donations under this Agreement.

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

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

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

(C) To be eligible for leave, an employee must have worked for the 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.

Section 8. Pay and Subpoenas While on Leave. An employee is not required to perform any work while on family medical leave or sick leave absence. The University will not require an employee to perform any work while on family medical leave or sick leave absence, including attendance in court. However, the parties recognize that the University cannot control the issuance of a subpoena by other parties. If an employee on such leave is subpoenaed for an appearance in a case arising out of official duties, and is unable to attend, the employee shall notify the person causing the subpoena to be issued and their immediate supervisor. If the employee appears pursuant to the subpoena, they shall be compensated as set forth in this
Agreement, Article 22: On Cal Duty and Callback Pay. If the University receives a lawful subpoena compelling the employee’s court attendance, the University will make an attempt to contact the employee. It shall be sufficient for the University to call the employee’s home telephone number or such other phone number that the employee leaves for such purposes, leaving a message if the employee is unavailable and there is an adult person with whom a message may be left or a device on which to leave such message. If the employee is unavailable and there is no person or device with which to leave a message, it shall be sufficient for the University to forward a copy of the subpoena to the employee by sending it to the employee’s home or such other address that the employee provides for such purpose.

ARTICLE 40: BEREAVEMENT LEAVE

Employees shall be eligible for a maximum of four (4) work days of paid bereavement leave arising from a death in the immediate family of the employee or the employee’s spouse or domestic partner. For purposes of this Article “immediate family” shall include the parent, wife, husband, child, domestic partner, brother, sister, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, or another member of the immediate household. If necessary, an employee may request to use additional earned leave or if earned leave is 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 41: HOLIDAYS

Section 1. The following holidays shall be recognized and paid for at the regular straight time rate of pay:

(A) New Year’s Day on January 1;

(B) Martin Luther King, Jr.’s Birthday on the third Monday of January;

(C) Memorial Day on the last Monday in May;

(D) Independence Day on July 4;

(E) Labor Day on the first Monday in September;

(F) Veterans’ Day on November 11

(G) Thanksgiving Day;

(H) The Friday after Thanksgiving;

(I) Christmas Day on December 25;
Every day appointed by the Governor as a holiday.

Section 2. Special Day(s). In addition to the holidays specified in this Article, full time employees shall receive eight hours of paid leave. Part-time employees shall receive a prorated share of eight (8) hours of paid leave at their regular straight time rate of pay based upon the same percentage or fraction of month, as they are normally scheduled to work. Paid leave granted in this section shall be accrued by all employees employed as of December 24th of each year. Employees may request the option of using this paid leave on the work day before or after Christmas, the work day before or after New Year’s Day or, when these days are not available to an employee on another day of the employee’s choice unless the department can show that is unable to accommodate the employee’s choice because of department needs. The paid leave provided under this section shall be used no later than June 30th 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. Part-time employees shall receive a prorated share of eight (8) hours of paid leave at their regular straight time rate of pay based upon the same percentage or fraction of month, as they are normally scheduled to work 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 provided such scheduled work days occur within seven (7) calendar days before and after the holiday.

Section 4. Work on a Holiday. Employees required to work on days recognized as holidays which fall within their regular work schedules shall be entitled, in addition to their regular monthly salary, either to receive compensatory time off or to be paid in cash at the employee’s request, at the rate of time and one-half (1 ½), 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 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 25 – Seniority shall be granted the time off; provided however, that an employee shall not be given this seniority consideration more than once every two years for any given recognized holiday.

ARTICLE 42: 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.** An employee 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 43: LEAVES OF ABSENCE WITHOUT PAY**

**Section 1.** Approved leaves of absence of up to one (1) year shall not be considered a break in service. During this time, employees shall continue to accrue seniority and to receive all protections under this Agreement. Where appropriate, partial benefits will be provided as specifically indicated in this Agreement.

**Section 2(A).** An employee voluntarily or involuntarily seeking military leave without pay to attend service school shall be entitled to such leave during a period of active duty training. Military leaves of absence without pay shall be granted in compliance with the Veterans’ Reemployment Rights Law, Title 38, USC Chapter 43.

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

**Section 3.** An employee may be granted a leave of absence without pay of not less than six (6) weeks and no more than one (1) year to work for the Union, subject to the operational requirements of the University. Such requests shall be made by the Union in writing to the University’s AVP of HR or designee thirty (30) calendar days in advance of the leave. Both minimums as well as extensions of leaves shall be subject to mutual agreement.

There shall be no more than one (1) employee on leave at any one time.

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

(B) When an employee uses leave without pay as outlined above, the employee must exhaust all vacation leave and compensatory leave balances prior to being placed on leave without pay except as provided for in Article 44- 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 to 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 their 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 they are 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 AVP of HR 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 44: VACATION LEAVE

Section 1. Vacation Leave Accrual. After having served in a bargaining unit position with the University for six (6) full calendar months, employees shall be credited with the appropriate earned vacation leave and thereafter vacation leave shall be accumulated on the appropriate schedule as follows:

After six months through 5th year; Eight (8) hours per month.
After 5th year through 10th year; Ten (10) hours per month.
After 10th year through 15th year; Twelve (12) hours per month.
After 15th year through 20th year; Fourteen (14) hours per month.
After 20th year through 25th year; Sixteen (16) hours per month.
After 25th year; Eighteen (18) hours per month.

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

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

Section 2(A). Vacation Leave for New or Separating Employees. New employees who begin work in the middle of a month or pay period earn vacation credits on a prorated basis for the first partial month or pay period.

Although new employees will earn vacation credits on a prorated basis during the first partial month or pay period of service, they are not entitled to use vacation credits (or be paid upon separation) until the employee has completed six (6) full calendar months or pay periods.
(B) Separating employees who are eligible will be paid for unused vacation leave accrued through the last day of service, based on each employee’s work schedule.

(C) Separating employees who are eligible will be paid for accumulated vacation leave and compensatory time at the hourly rate equivalent to their 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 them 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, they shall be given credit for the time worked prior to the break in service. Officers who are employed prior to ratification of the first contract shall be given credit for the time worked.

Section 9. Time spent in actual service or on Peace Corps, military, 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. 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 12. 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 13. Employees requesting leave without pay shall be required to use accrued vacation leave first except:
(A) 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 43 – Leaves of Absence without Pay, Section 4(H).

(C) The employee may request in writing that up to forty (40) hours of vacation leave be retained for the employee’s use after returning from the leave. This request must be included in the written request for a leave without pay. In the case of an unanticipated leave, an employee may request to retain up to forty (40) hours of vacation by telephone or written notification to the employee’s supervisor. Such requests will not be unreasonably denied. Employees who request leave due to FMLA/OFLA will be notified of their right to retain vacation leave when they receive an FMLA/OFLA application packet. Approval of requests to retain vacation leave for intermittent absences shall be limited to FMLA/OFLA absences. It is understood that in such cases, Article 27 – Salary Administration, Section 2(B) shall apply. An employee may not request to retain vacation after returning to work or after vacation has been deducted from their 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 39 – Sick Leave, Section 6 unless and until they have exhausted such vacation leave along with all other accumulated leave.

Section 14. To avoid losing vacation the employee must request vacation leave. When such leave is impossible, or mutually agreed upon between the Employee and the department, 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 15. Subject to the operating requirements of the University, an employee shall have their choice of vacation time. On the first business day after the New Year the University shall notify the employees that a sign up for seniority bid vacation leave is open. Officers must bid at least sixty-four (64) hours of vacation leave annually. Newly hired officers may in their first year, accumulate less than sixty-four (64) hours prior to their first bid. Newly hired officers must bid all of their accumulated vacation up to sixty-four (64) hours on their first bid. Vacation bidding will be based on “Office Seniority” and shall be posted for bid no later than the 15th of January. No more than two (2) patrol officers may bid the same vacation time off. This bid shall be for the calendar year. When it is the employee’s turn to bid, they shall bid no later than the end of the third business day when they are eligible to. The employee may elect to waive their right and not bid. Nothing in this section shall preclude an employee from taking additional vacations throughout the year; those requests will be on a first come basis. The scheduled bid-vacation will not be cancelled by the University without compensation of time-and-a-half (1.5 times) for hours worked during a scheduled vacation and recovery of their vacation time lost. 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.
**Non-Bid Vacation.** For all other vacation requests, 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. The notice requirement does not preclude a supervisor granting a request on lesser notice. Vacation requests shall be acted upon as soon as possible but in no case later than ten (10) work days after the request is made.

**Section 16.** The AVP of HR 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 17.** 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 University Policy.

**ARTICLE 45: 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 FTE which results in a loss of benefits eligibility under Article 28- 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 their seniority and their contractual layoff rights. The University shall notify the Local Union President and Field Office in writing of the seniority of all employees scheduled for layoff. 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 their 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 they have been 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 their 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 25 - Seniority.

Section 3. Seniority Frozen. When the University intends to initiate a layoff, the University will notify the Union in writing that all seniority as established in Article 25 - Seniority will be frozen from the date of notice for a period not to exceed three (3) months. However, during the period when seniority is frozen, the employee will continue to accumulate seniority for purposes of future computations. The three (3) month freeze may be extended by mutual written agreement of the Union and the University.

Section 4. University Layoff Recall Lists.

(A) Names of Campus Police employees of the University who have separated from the service of the University in good standing by 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 for Campus Police under Article 36 – Filling of Vacancies.

Section 5. Recall. (A) Campus Police employees who are on a University layoff recall list shall be recalled to the Campus Police position in seniority order beginning with the employee with the greatest seniority as established in Article 25 – Seniority.

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

Section 6. When the University declares that a lack of funds will necessitate a layoff, the Union and AVP of HR shall meet, if requested by either party, to consider such alternatives to layoffs as: voluntary reductions in hours; voluntary paid leaves of absence; other voluntary programs and/or temporary interruptions of employment. Such alternatives shall be subject to mutual agreement by the Union and the University. Pending such mutual agreement, the University may implement layoff procedures consistent with the Collective Bargaining Agreement.

Section 7. If a filled bargaining unit position is excluded from the bargaining unit in accordance with Article 2 - Recognition, Section 2, the employee may exercise their rights under this Article, providing the employee notifies the University within thirty (30) calendar days of being notified of the exclusion.

ARTICLE 46: JOB PROTECTION FOR ON-THE-JOB ILLNESS OR INJURY

Section 1. The University and the Union agree to jointly work to reduce the incidence of on-the-job injuries through health and safety programs and to reduce the unemployment and costs associated with on-the-job injuries through a combination of light-duty assignments, worksite modification programs and expanded return-to-work opportunities.
The University agrees to meet annually with representatives from the Union on paid time to review the frequency and type of on-the-job injuries sustained, 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 an on the job injury or illness may be reinstated to their former employment, subject to the provisions of this Article.

**Section 3.** The University may require a medical opinion regarding a member’s ability to perform the essential functions of their position prior to returning them to duty. Such medical opinion shall be afforded due weight by the University.

**Section 4.** Employees will be returned to work in accordance with appropriate Human Resources policies and protocols and applicable state and federal law. Employees may be eligible for reasonable accommodations on a temporary or permanent basis as provided in state and federal law. The University will make every effort to provide additional accommodations on a short term basis in accordance with the operational needs of the University.

**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, so long as the employee is able to perform the essential functions of their position with or without a reasonable accommodation.

**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 their 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.** A Police Officer killed or injured in the line of duty may be eligible for additional benefits. The University will provide information about accessing such benefits.
This Letter of Agreement (LOA) is between the SEIU Local 503, OPEU (Union) and Portland State University (University) to address contracting out for Campus Police Services during the initial contract period.

1. The University will not contract out for campus police services, except in limited circumstances as provided in this LOA.

2. The University may contract for the provision of supplemental police services when circumstances arise that exceed the capabilities of CPSO because of an emergency or other short-term event.

3. Any such contract will be temporary in nature, and may not result in the displacement of any bargaining unit employees.

4. The University will not contract for police services to avoid paying overtime to any bargaining unit member.

5. The provisions of this LOA are intended to be temporary in nature and will not extend beyond the expiration of this LOA.

This LOA will expire on September 30, 2018 unless mutually agreed upon by both parties.

There will be no random drug and alcohol testing.

Officers may be tested for drugs: if they use deadly force or anytime the force they use results in death or serious physical injury, in accordance with ORS 161.015, after crashing a vehicle, or for reasonable suspicion. The University’s policies and procedures for drug and alcohol testing, including the standards for a positive test, will be at the same standards as apply to commercial driver’s license holders under federal law (49 CFR Part 40) with the exception of required forms.

For Campus Police Officers who transitioned from Campus Safety Officer and accrued vacation at the rate of fifteen (15) hours per month as Unrepresented/Unclassified employees from July 1,
2015 until ratification of this contract, they will maintain any vacation accrual balance earned during this period.

Upon implementation of this contract, Campus Police Officers who were previously Campus Safety Officers will earn vacation leave at the appropriate rates noted in Article 44 – Vacation.

LETTER OF AGREEMENT
SIGNING BONUS

This Letter of Agreement (LOA) is between the SEIU Local 503, OPEU (Union) and Portland State University (University) to address a signing bonus for Campus Police Services during the initial contract period.

1. In recognition that this new bargaining unit that has been in place but operating without a CBA since December 1, 2015, the University agrees to provide existing unit members with a signing bonus upon ratification of this Collective Bargaining Agreement, as provided below.

2. The University will pay a one-time signing bonus to each employee who is a member of the bargaining unit upon ratification, as follows:

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Total Signing Bonus</th>
</tr>
</thead>
<tbody>
<tr>
<td>Horton, Matthew</td>
<td>$ 5,364.56</td>
</tr>
<tr>
<td>Ward, Peter</td>
<td>$ 5,364.56</td>
</tr>
<tr>
<td>Troppe, David</td>
<td>$ 5,364.56</td>
</tr>
<tr>
<td>Marks, Gregory</td>
<td>$ 5,165.23</td>
</tr>
<tr>
<td>Baker, David</td>
<td>$ 4,786.58</td>
</tr>
<tr>
<td>McKenzie, Shawn</td>
<td>$ 1,906.63</td>
</tr>
<tr>
<td>Fischer-Williams, Christopher</td>
<td>$ 1,906.63</td>
</tr>
</tbody>
</table>
# APPENDIX 1
## SALARY TABLE

Effective: Ratification date through 11/30/2017

<table>
<thead>
<tr>
<th></th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
<th>Step 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Officer</td>
<td>27.00</td>
<td>28.15</td>
<td>29.34</td>
<td>30.59</td>
<td>31.97</td>
<td>33.41</td>
</tr>
</tbody>
</table>

Effective: 12/01/17

<table>
<thead>
<tr>
<th></th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
<th>Step 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Officer</td>
<td>27.61</td>
<td>28.78</td>
<td>30.00</td>
<td>31.28</td>
<td>32.69</td>
<td>34.16</td>
</tr>
</tbody>
</table>
FOR PORTLAND STATE UNIVERSITY:

Phillip Zerzan  
Director, Campus Public Safety

Cynthia Starke  
Assistant General Counsel

Gregory Willeford  
Consultant

Ramon Diaz, Jr.  
Spokesperson

Kevin Reynolds  
Vice President, Finance and Administration

Wim Viewel  
President

Date: 12/22/16

FOR SEIU LOCAL 503, OPEU:

Gregory Marks  
Campus Police Officer Representative

Joseph Cartino  
Spokesperson

Jereme Grzybowski  
Interim Executive Director

Date: 11/18/16