# 2016 - 2018

# AGREEMENT

# BETWEEN

# THE OREGON UNIVERSITY SYSTEM

# AND

# TEAMSTERS LOCAL UNION #206

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## ARTICLE 1 - PREAMBLE

Section 1 This Agreement is made and entered into by and between the University of Oregon (hereinafter called the "Employer"), and the Teamsters Local Union #206, (hereinafter called the "Union").

Section 2 The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits and other matters pertaining to employment.

## ARTICLE 2 - RECOGNITION

Section 1 The Employer recognizes the union as sole and exclusive bargaining agent for all classified employees of the University of Oregon Printing and Mailing Services in the classifications of Bindery Assistant (2411); Bindery Worker (2412); Printing Press Operator (2441); Photo-Composition Specialist (2460); Electronic Prepress Specialist/Platemaker (2459); Printing Trades Coordinator (2476); Printing Trades Specialist (2470); Laborer 1 (4115) and Laborer 2 (4116). Also included are all unclassified employees appointed as apprentices in these work units. Excluded are supervisors and confidential employees as defined by law and temporary employees.

Section 2 If a new classification is established or an existing classification is substantively changed during the term of this Agreement, The Employer and the Union shall meet, upon the request of the Union, to determine whether or not the new or substantively changed classification is within the jurisdiction of the Union's bargaining unit. If the parties cannot reach an Agreement, the dispute shall be submitted to the Employment Relations Board for resolution.

Section 3 This Agreement binds the Union and any persons designated by it to act on its behalf. Likewise, this Agreement binds the Employer and any persons designated by it to act on its behalf.

Section 4 This Agreement supersedes all prior Agreements.

## ARTICLE 3 - REVIEW OF CLASS SPECIFICATIONS

Section 1 Whenever a new class specification is proposed for establishment, or there are substantive changes to an existing class specification, the Employer will send the Union a copy of its review and comments. The Union will respond within fifteen (15) calendar days. Upon request of the Union, the parties will meet so as to allow the Union the opportunity to present information and recommendations on behalf of employees. Any extension of time specified shall be mutually agreed upon in writing.

Section 2 The parties shall negotiate the salary range for new class specifications and where there are substantive changes to an existing class specification. Negotiations shall commence no later than sixty (60) calendar days after the Union receives a copy of the class specification proposed for implementation. The amount of time may be extended by mutual written agreement.

Section 3 Reclassification must be based on findings that the purpose of the job is consistent with the concept of the proposed classification and that the class specification for the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities of the position. As used herein:

(A) The purpose of the job shall be determined by the statement of purpose and assigned duties of the position description and other relevant evidence of duties assigned by the university/college;

(B) The concept of the proposed classification shall be determined by the general description and distinguishing features of its class specification; and

(C) The overall duties, authority and responsibilities of the position shall be determined by the position description and other relevant evidence of duties assigned by the university/college.

Section 4 The Union may recommend to the Employer classification studies it wishes to be performed indicating the reasons for such recommendations. The employer will respond to the request within fifteen (15) calendar days. Any extension of the time specified shall be mutually agreed upon in writing.

Section 5 Arbitration. A decision by the Employer to deny a reclassification request or to deny a grievance regarding a reclassification may be submitted by the Union to final and binding arbitration in accordance with Article 29 – Grievance and Arbitration Procedure, Section 5, of this Agreement. The arbitrator shall allow the decision of the university/college to stand unless he/she concludes that the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities using the criteria specified in Section 3 of the Article.

## ARTICLE 4 - EFFECT OF LAW

Section 1 This Agreement is subject to all applicable existing laws of the State of Oregon.

Section 2 Past Practices. Personnel Division Rules, Administrative Rules of the Department of Administrative Services, Administrative Rules of the Oregon University System, and all other past practices written or unwritten, shall apply unless specifically contradicted in this Agreement.

## ARTICLE 5 - SEPARABILITY

Section 1 In the event that any provision of this Agreement is at any time declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. That provision declared invalid shall be subject to renegotiation by the parties.

## ARTICLE 6 - NONDISCRIMINATION

Section 1 The Employer, Institution and Union agree to continue their policy of nondiscrimination toward any employee because of race, color, religion, gender, national origin, age, disability, sexual orientation, marital status, or veteran status.

Section 2 Any complaint alleging any form of unlawful discrimination will be submitted directly to the Institution President or designee. If the complaint is not satisfactorily resolved within thirty (30) calendar days of its submission, it may be submitted by the complainant or the Union to the Bureau of Labor for resolution.

## ARTICLE 7 - WAGES AND RETIREMENT

Section 1

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

Retirement Contributions. On behalf of employees, the State will continue to "pick up" the six percent employee contribution, payable pursuant to the law.

(B) Oregon Public Service Retirement Plan Members. For purposes of this Section 2(B), "employee" means an employee who is employed by the Employer on or after August 29, 2003 and who is not eligible to receive benefits under ORS chapter 238 for service with the Employer as described in ORS 238A.025.

Contributions to Individual Account Programs. As of the date that an employee becomes a member of the Individual Account program established under ORS 238A.300 and ORS 238A.305, the Employer 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 Employer 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 Employer's payment of a 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, the Employer 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.

If the Employer ceases paying the applicable six percent (6%) pickup 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).

Section 2

Effective July 1, 2016, wage rates shall be increased by one quarter of one percent (.25%).
Effective July 1, 2017, wage rates shall be increased by one percent (1.0%).

- Steps 1 through 4 of salary ranges 11 and 14 are available only for the Laborer 1 & 2 classifications. Those classes may also utilize steps 5 through 8 of the appropriate ranges.

Effective July 1, 2016

| Salary Range | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|---|---|---|---|---|---|---|---|---|---|---|
| 9* | 1618 | 1690 | 1763 | 1842 | 1925 | 2012 | 2100 | 2196 | 2297 | 2408 |
| | 9.95 | 10.41 | 10.85 | 11.33 | 11.85 | 12.38 | 12.92 | 13.52 | 14.14 | 14.82 |
| 10 | | | | | 2012 | 2100 | 2196 | 2297 | 2408 | 2517 |
| | | | | | 12.38 | 12.92 | 13.52 | 14.14 | 14.82 | 15.49 |
| 11 | | | | | 2100 | 2196 | 2297 | 2408 | 2517 | 2641 |
| | | | | | 12.92 | 13.52 | 14.14 | 14.82 | 15.49 | 16.25 |
| 12 | | | | | 2196 | 2297 | 2408 | 2517 | 2641 | 2761 |
| | | | | | 13.52 | 14.14 | 14.82 | 15.49 | 16.25 | 16.99 |
| 13 | | | | | 2297 | 2408 | 2517 | 2641 | 2761 | 2889 |
| | | | | | 14.14 | 14.82 | 15.49 | 16.25 | 16.99 | 17.77 |
| 14 | 2012 | 2100 | 2196 | 2297 | 2408 | 2517 | 2641 | 2761 | 2889 | 3038 |
| | 12.38 | 12.92 | 13.52 | 14.14 | 14.82 | 15.49 | 16.29 | 16.99 | 17.77 | 18.70 |
| 15 | | | | | 2517 | 2641 | 2761 | 2889 | 3038 | 3188 |
| | | | | | 15.49 | 16.25 | 16.99 | 17.77 | 18.70 | 19.62 |
| 16 | | | | | 2641 | 2761 | 2889 | 3038 | 3188 | 3341 |
| | | | | | 16.25 | 16.99 | 17.77 | 18.70 | 19.62 | 20.56 |
| 17 | | | | | 2761 | 2889 | 3038 | 3188 | 3341 | 3511 |
| | | | | | 16.99 | 17.77 | 18.70 | 19.62 | 20.56 | 21.61 |
| 18 | | | | | 2889 | 3038 | 3188 | 3341 | 3511 | 3685 |
| | | | | | 17.77 | 18.70 | 19.62 | 20.56 | 21.61 | 22.68 |
| 19 | | | | | 3038 | 3188 | 3341 | 3511 | 3685 | 3872 |
| | | | | | 18.70 | 19.62 | 20.56 | 21.61 | 22.68 | 23.82 |
| 20 | | | | | 3188 | 3341 | 3511 | 3685 | 3872 | 4064 |
| | | | | | 19.62 | 20.56 | 21.61 | 22.68 | 23.82 | 25.01 |
| 21 | | | | | 3341 | 3511 | 3685 | 3872 | 4064 | 4268 |
| | | | | | 20.56 | 21.61 | 22.68 | 23.82 | 25.01 | 26.26 |
| 22 | | | | | 3511 | 3685 | 3872 | 4064 | 4268 | 4474 |
| | | | | | 21.61 | 22.68 | 23.82 | 25.01 | 26.26 | 27.53 |
| 23 | | | | | 3685 | 3872 | 4064 | 4268 | 4474 | 4698 |
| | | | | | 22.68 | 23.82 | 25.01 | 26.26 | 27.53 | 28.91 |

Effective July 2, 2017

| Salary Range | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|---|---|---|---|---|---|---|---|---|---|---|
| 9* | 1634 | 1707 | 1781 | 1860 | 1944 | 2032 | 2121 | 2218 | 2320 | 2432 |
| | 10.05 | 10.51 | 10.96 | 11.44 | 11.97 | 12.50 | 13.05 | 13.66 | 14.28 | 14.97 |
| 10 | | | | | 2032 | 2121 | 2218 | 2320 | 2432 | 2542 |
| | | | | | 12.50 | 13.05 | 13.66 | 14.28 | 14.97 | 15.64 |
| 11 | | | | | 2121 | 2218 | 2320 | 2432 | 2542 | 2667 |
| | | | | | 13.05 | 13.66 | 14.28 | 14.97 | 15.64 | 16.41 |
| 12 | | | | | 2218 | 2320 | 2432 | 2542 | 2667 | 2788 |
| | | | | | 13.66 | 14.28 | 14.97 | 15.64 | 16.41 | 17.16 |
| 13 | | | | | 2320 | 2432 | 2542 | 2667 | 2788 | 2918 |
| | | | | | 14.28 | 14.97 | 15.64 | 16.41 | 17.16 | 17.95 |
| 14 | 2032 | 2121 | 2218 | 2320 | 2432 | 2542 | 2667 | 2788 | 2918 | 3068 |
| | 12.50 | 13.05 | 13.66 | 14.28 | 14.97 | 15.64 | 16.45 | 17.16 | 17.95 | 18.88 |
| 15 | | | | | 2542 | 2667 | 2788 | 2918 | 3068 | 3220 |
| | | | | | 15.64 | 16.41 | 17.16 | 17.95 | 18.88 | 19.82 |
| 16 | | | | | 2667 | 2788 | 2918 | 3068 | 3220 | 3375 |
| | | | | | 16.42 | 17.16 | 17.95 | 18.88 | 19.82 | 20.77 |
| 17 | | | | | 2788 | 2918 | 3068 | 3220 | 3375 | 3546 |
| | | | | | 17.16 | 17.95 | 18.88 | 19.82 | 20.77 | 21.83 |
| 18 | | | | | 2918 | 3068 | 3220 | 3375 | 3546 | 3722 |
| | | | | | 17.95 | 18.88 | 19.82 | 20.77 | 21.83 | 22.90 |
| 19 | | | | | 3068 | 3220 | 3375 | 3546 | 3722 | 3910 |
| | | | | | 18.88 | 19.82 | 20.77 | 21.83 | 22.90 | 24.06 |
| 20 | | | | | 3220 | 3375 | 3546 | 3722 | 3910 | 4105 |
| | | | | | 19.82 | 20.77 | 21.83 | 22.90 | 24.06 | 25.26 |
| 21 | | | | | 3375 | 3546 | 3722 | 3910 | 4105 | 4310 |
| | | | | | 20.77 | 21.83 | 22.90 | 24.06 | 25.26 | 26.52 |
| 22 | | | | | 3546 | 3722 | 3910 | 4105 | 4310 | 4519 |
| | | | | | 21.83 | 22.90 | 24.06 | 25.26 | 26.52 | 27.80 |
| 23 | | | | | 3722 | 3910 | 4105 | 4310 | 4519 | 4745 |
| | | | | | 22.90 | 24.06 | 25.26 | 26.52 | 27.80 | 29.20 |

**CLASSIFICATIONS**

- The following classifications and Salary Ranges are effective July 1, 2016

| Class Number | Class Title | Salary Range |
|---|---|---|
| 2411 | Bindery Assistant | 12 |
| 2412 | Binder Worker | 17 |
| 2441 | Printing Press Operator | 17, 19, 21 |
| 2459 | Electronic Pre-Press Specialist/Platemaking | 19 |
| 2460 | Photocomposition Specialist | 15 |
| 2476 | Printing Trades Coordinator | 23 |
| 4115 | Laborer 1 | 11 |
| 4116 | Laborer 2 | 14 |
| 2470 | Printing Trades Specialist | 19 |

Section 3 Salary rates for lead workers will be base salary plus five (5) percent. This rate will be considered base pay for computation of overtime.

(a) Lead workers shall, in addition to their normal duties of their class, always be available to answer technical questions, answer questions about procedures and orient new employees. In addition, lead workers may fill in when their supervisor is not available. In these instances, a lead worker may be expected to prioritize and assign work, order supplies, parts and service, coordinate with other work areas, production management and scheduling, and handle leave requests. They shall not be responsible for writing procedures, setting policy or have input on performance appraisals.

(b) The position of lead worker will be on a volunteer basis. An employee may decline lead worker status, or relinquish it with no reason necessary, and with no penalty or repercussions.

Section 4 Wage rates for apprentices will be as established by the Graphic Arts T.A.C. for that classification.

## ARTICLE 8 – INSURANCE

Section 1 Notwithstanding any past practice to the contrary, an employer contribution will be made monthly for each eligible employee who was paid regular hours in the month which are at least fifty percent (50%) of regular full-time hours for the month, and participates in the flexible benefits program as administered by the Public Employees' Benefit Board (PEBB).

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

(A) Full Time Employees. For the duration of this Agreement the Employer shall pay ninety-five percent (95%) and employees shall pay five percent (5%) of the monthly premium rate as determined by PEBB for Plan years 2016 through 2018 for the PEBB health, dental and basic life benefits chosen by each eligible full time employee who has at least eighty (80) paid regular hours in a month.

The employer will pay an additional $40 monthly subsidy for employee's monthly premium rate for employees with salary rates less than or equal to $2816 per month from July 1, 2016 through June 30, 2018.

(B) Part-Time Employees. For the duration of this Agreement for part-time employees who have at least eighty (80) paid regular hours in the month, the Employer shall ~~to~~ pay 95% of the part-time subsidy for plan years 2016 through 2018. For the purposes of pro-ration, part-time employees include part-time, seasonal part-time, intermittent and job share employees described in Article 23 - Payroll Computation Procedures of this Agreement.

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

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

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

4) The Employer will continue to pay the current part-time subsidy for eligible part-time employees who participate in the part-time PEBB plan through December 31, 2011.

Section 3 The Employer reserves the right to select alternative group insurance coverage for all Employer employees if comparable insurance coverage is available at low cost.

## ARTICLE 9 - RETIREMENT FUND

Section 1 Each employee will participate in the State of Oregon Public Employees Retirement System as provided by statute and rules and the options formulated by the Public Employees Retirement system.

Section 2 Eligible employees shall be granted up to three and one-half (3-1/2) days of leave with pay for preretirement counseling after the employee's fifty-fifth (55th) birthday or prior to the employee's chosen retirement date, whichever comes first.

## ARTICLE 10 - UNION DUES AND FAIR SHARE

Section 1 The Employer agrees to continue fair share deductions for the life of this Agreement provided a majority of employees in the bargaining unit do not deauthorize this Article as specified in ORS 243.50(10). Fair share deductions shall be equivalent to regular monthly Union dues.

Section 2 The Institution shall notify all new hires of their obligation under this Article and commence deduction of payments the first of the month after the first full month of employment.

Section 3 All funds deducted from employee salaries shall be submitted to the Union promptly each month.

Section 4 Dues Deduction.

a) All applications for Union membership or dues cancellation shall be submitted by the employee to the Union. All applications for membership which an Institution receives shall be promptly forwarded to the Union. All applications for dues cancellation shall be processed then forwarded to the Union. Fair Share shall be deducted upon receipt of the dues cancellation in lieu of membership dues.

b) Employee applications for Union membership or dues cancellation will be submitted by the Union to the Institution payroll offices twelve (12) working days prior to the first of each month for payroll deduction.

c) An alphabetical listing of dues deducted for the previous month for Union members by Institution shall be forwarded to the Union by the 3rd workday for each month with the dues check. The listing shall be compiled and mailed by the Higher Education Payroll Center and shall show the employee's name, social security number, amount deducted, and representation code.

d) The Higher Education Payroll Center shall forward a deduction listing showing additions, cancellations, representation codes, transfers, layoffs, retirements, terminations, name

changes, leaves of absence without pay and return from leaves of absence without pay. The deduction listing for the previous month will be submitted by the 20th of the month. The Union will notify the Institution Payroll Office of any required corrections in accordance with subsections 1) and b).

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

f) If a Union member transfers to another Institution represented by the Union, the gaining Institution will designate the employee as a transfer on the new employee list referenced in Section 3, c) if the gaining Institution is aware the employee has transferred. The employee must complete a new membership application.

g) Upon return from leave of absence or leave without pay, the Institution shall reinstate the payroll deduction of Union dues from those workers who were having dues deducted immediately prior to taking leave.

Section 5 The Union agrees that membership will not be required for any employee who does not wish to become a member of the Union. An employee who wishes to exercise his/her right of nonassociation based on bona fide religious tenets or teachings of a church or religious body shall arrange with the Union to have fair share payments deducted as stated in Section 2 of this Article and remitted to a nonreligious charity mutually agreed upon by the Union and employee. Written proof of such agreement shall be submitted by the employee to the Institution.

Section 6 The Union shall indemnify and save the Employer and Institution harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the Employer and Institution for the purposes of complying with the provisions of this Article.

## ARTICLE 11 - UNION RIGHTS

Section 1 A Union Steward system of employee representation is recognized.

a) The Union shall provide each shop with the name of its Union Steward and Alternate.

b) The Union Steward or Alternate shall be granted reasonable paid release time to investigate, at the grievant's request, process, and present alleged grievances in accordance with Article 29, Section 2 of this Contract.

Section 2

a) Purpose. The purpose of this Article is to promote harmonious relations between parties.

b) Meetings. Either the Department Head or the Institution's union officer may request a meeting. Each party may designate desired representation to the extent that such absences from duty do not cause a disruption of work or otherwise create a short staff situation. Off duty personnel participating in such meetings must do so on their own time. The actual meeting time will be established through mutual agreement. Refusal of either party to meet on a given subject does not constitute a contract violation.

c) Scope of Authority. Meetings will be held for purpose of discussion only. This committee will not enter into a binding agreement of any sort. Contractual type negotiations, attempts to resolve individual grievances, or similar matters must be handled in the manner provided within the Contract and will not be proper subject matter for such meetings.

Section 3 Bulletin Boards. Union officers and stewards shall have the authorization to post messages to an electronic bulletin board for internal union business where the Employer currently uses such a system, provided all of the following conditions are met:

a) The electronic bulletin board system shall not be used for interactive communication,

b) Usage shall comply with Employer policies applicable to all users such as protection of confidential information and security of equipment,

c) There is no additional cost to the Employer for use of the electronic bulletin board program; and

d) Post of messages occurs on the authorized employee's own time. Should the Employer change or discontinue a computer system or lose the ability to maintain an electronic bulletin board system, this section shall no longer apply.

Section 4 When approved by the University Design and Editing Services the Teamsters union label will be displayed on all products printed by bargaining unit members.

## ARTICLE 12 - HOURS OF WORK AND OVERTIME

Section 1 Thirty-seven and one-half (37-1/2) hours shall constitute a work week, seven and one-half (7-1/2) hours daily, between Sunday at 12:01 a.m. and Saturday inclusive. The work day shall consist of 7 and one-half (7 ½) hours of work, a thirty minute meal period, and no other rest periods.

Section 2 The straight time work schedule shall be thirty-seven and one-half (37-1/2) hours per week from Monday through Friday inclusive. When it is necessary to work shifts running from day into night hours, or vice versa, said shifts shall consist of seven and one-half (7-1/2) hours and shall be paid at the appropriate rate of pay.

Section 3 All overtime worked in excess of seven and one-half (7-1/2) hours a day or thirty-seven and one-half (37-1/2) hours a week shall be paid for at the one and one-half (1-1/2) time rate. Management will determine and approve the schedule for overtime hours to be worked.

Section 4 Under normal circumstances employees will be notified one-half shift prior to overtime worked on any given day.

Section 5 The assignment of overtime shall be on a voluntary basis. All qualified and available employees with the specialized skills and abilities necessary for the work to be performed shall be asked if they will work overtime. When there is not a sufficient number of volunteers to meet production needs, the Institution shall select and assign employees to work overtime. Overtime shall be distributed and rotated equitably among all employees in each specialized skill for each printing plant over each six (6) month period beginning on July 1 through December 31 and January 1
through June 30.

Section 6 A record of overtime hours worked by each employee shall be posted on the bulletin board of each department of the composing, plate/camera, press room and bindery rooms. Each record shall be posted each fiscal month.

Section 7 Any employee who refuses any overtime opportunity relinquishes, by that amount, his/her rights to equal overtime during the six (6) month period referred to in Section 5 of this Article.

Section 8 When an employee has worked authorized overtime, he/she may choose to be compensated in cash or compensatory time. Accrual of compensatory time can be accumulated to a maximum of one hundred (100) hours which may be paid off by the Institution on June 30th of each year. Compensatory time off shall be scheduled in accordance with Article 22, Vacations, Section 6.

Section 9 An employee required to work in excess of his/her normal shift up to a cumulative of fourteen (14) consecutive hours on any calendar day shall be entitled to a ten (10) hour break between shifts.

## ARTICLE 13 - SHIFT DIFFERENTIAL

Section 1 This Article shall apply to all employees, excluding temporaries, in the bargaining unit except part-time employees working less than thirty-two (32) hours per month.

Section 2 An employee shall be paid a shift differential for each hour worked when his/her assigned shift begins between 3:00 P.M. and 6:00 A.M. If four (4) hours or more of an employee's shift falls within the hours of 3:00 P.M. and 6:00 A.M. shift differential pay shall apply to the entire shift. This differential shall be four percent (4%) of base salary.

Section 3 Overtime hours that fall between 3:00 PM and 6:00 AM shall not be eligible for shift differential unless the criteria in section 2 are met.

Section 4 The shift differential plus base salary shall be considered base pay for holidays and for computation of sick leave and vacation.

## ARTICLE 14 - CALL-BACK TIME

Any employee who has left the plant after having worked a shift and who is called back for work, shall receive a minimum of two and one-half hours (2 1/2) overtime pay. Any employee called back for work on a non-scheduled workday shall also receive a minimum of two and one-half hours (2 1/2) overtime pay. After two and one-half (2 1/2) hours of work, in each call back situation, the employee shall be compensated at the appropriate rate of pay for time worked.

## ARTICLE 15 - REPORT TIME

An employee permitted to come to work without having been properly notified that there will be no work shall be given three and one-half (3-1/2) hours pay, except that if work is unavailable as a result of causes beyond the control of the Institution, the Institution shall not be so obligated.

## ARTICLE 16 - WORK OUT OF CLASS

Section 1 When a classified employee is temporarily assigned for a period of more than fifteen (15) consecutive calendar days to a position in a higher classification, the employee shall be paid five (5%) more than the current rate of pay or the first step of the higher salary range, whichever is greater.

Section 2 When assignments are made to work out of class for more than fifteen (15) consecutive calendar days, the employee shall be compensated for all hours worked beginning from the first day of the assignment for the full period of the assignment.

Section 3 When an employee is temporarily assigned to a lower class, his wages shall not be reduced.

Section 4 Assignments of work out of class shall not be made in a manner which will subvert or circumvent the administration of the Article.

## ARTICLE 17 - CLEAN-UP TIME

Section 1 Employees will be granted reasonable time to clean up their equipment.

Section 2 Cleaning of machinery and equipment by anyone other than a journeyman, apprentice, or supervisory personnel shall be confined to conditions which do not require operation of machinery or equipment with the exception of factory representatives or other qualified repairmen who may find such clean-ups necessary in line with their repairs or adjustments.

## ARTICLE 18 - TECHNOLOGICAL DEVELOPMENTS

Section 1 In the event of the installation of machines, terminals or basic processes designed for input and printing of typographic text matter used in this plant, and all existing production machinery, shall be operated only by those employees covered by this agreement and under the appropriate classification and scale of wages as covered by this agreement.

Section 2 In the event of an emergent need or when no other reasonable means exists to meet operational needs, the employer may direct a non-unit employee to complete work assignments. This shall be for the purposes of meeting emergency, nonrecurring, or short-term workload needs.

When the emergency option is invoked, the employer shall submit in writing to the union a monthly report describing the non-unit work assignments.

## ARTICLE 19 - EMPLOYEE TRAINING FOR TECHNOLOGICAL CHANGE

Section 1 When the Institution introduces new types of automated equipment or processes which significantly change the skill level of duties assigned to an employee, the Institution will offer opportunities for training to employees in the affected classifications.

Section 2 When an employee is selected for training, the Institution shall develop a training plan which will establish a specific period of time to learn the new skills assigned and the level of competency expected. The plan will be implemented after the Union has been given the opportunity to provide input. Failure of the employee to meet the training plan requirements may be considered proper cause for demotion, layoff or dismissal. In the event of a demotion or dismissal, the parties recognize that the reasonableness of the plan is an element of just cause.

## ARTICLE 20 - APPRENTICESHIP REVIEW BOARD

Section 1 Apprenticeship progression will be subject to a review board at each plant consisting of a member of the Union in the represented craft, the Department Head and a representative from the Institution's Human Resource Department.

Section 2 Each apprentice should be reviewed by the Board every six (6) months.

## ARTICLE 21 - EQUIPMENT DOWN TIME

When the equipment in a section that an employee normally works in is down due to breakdown, repair, servicing, or company maintenance, the affected employees may be allowed to temporarily work in other sections of the plant in which they may be effectively utilized.

## ARTICLE 22 - VACATIONS

Section 1 After having served at the Institution for six (6) full calendar months, full-time classified and unclassified employees shall be credited with six (6) days of vacation leave and thereafter vacation leave shall be accumulated as follows:

| | |
|---|---|
| After six months through 5th year | 12 work days for each 12 full calendar months of service. |
| After 5th year through 10th year | 15 work days for each 12 full calendar months of service. |
| After 10th year through 15th year | 18 work days for each 12 full calendar months of service. |
| After 15th year through 20th year | 21 work days for each 12 full calendar months of service. |
| After 20th year and thereafter | 24 work days for each 12 full calendar months of service. |

Section 2 A full-time employee working less than a full calendar month shall accrue vacation leave on a pro rata basis, provided that the employee works thirty-two (32) hours or more in that month. If an employee has a break in service during his first year of employment and that break does not exceed two (2) years, he/she may be given credit for the time worked prior to the break in service. In order to facilitate the administration of leave records, vacation leave may be accrued on a monthly basis for employees who have completed six (6) full calendar months of service. Vacation leave shall not accrue during the leave of absence without pay, or education leave with pay, the duration of which exceeds fifteen (15) calendar days. Any otherwise eligible State service prior to July 1, 1995, shall count as Institution Service for bargaining unit members on the Institution payroll as of July 1, 1995.

Section 3 Any employee who is laid off or terminated after a full six (6) months of Institution service shall be paid in cash at the time of separation from the Institution for his/her accrued vacation time.

Section 4 Vacation hours may accumulate to a maximum of two hundred and fifty (250) hours. To avoid losing vacation time over two hundred and fifty (250) hours, the employee must request vacation leave before the time is lost. If the time the employee requests cannot be granted, the Institution shall, within thirty (30) calendar days, schedule an alternate time for the employee to take the amount of time which would have been lost or may elect to make a cash payment for not more than one work week.

Section 5 It is agreed that vacation accumulation for part-time employees and seasonal employees shall be increased commensurate with the increases in Section 1 of this Article.

Section 6 Employees' requests for vacation time will be honored. Employees with the greatest length of service will be given first priority. However the Institution reserves the right to rearrange vacation schedules in the interest of critical work requirements within the printing plant.

Section 7 Vacation schedules may be rearranged if mutually agreeable to all employees affected and the Institution.

Section 8 In the event of the termination, for any reason, of an employee or the death of an employee, all accumulated vacation pay shall be paid either to the employee or his/her heirs, whichever the case may be.

## ARTICLE 23 - HOLIDAYS

Section 1 The following days shall be recognized as paid holidays:

New Year's Day

Martin Luther King's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

The day after Thanksgiving

Christmas Day

Special Day

and every day appointed by the Governor as a holiday.

Section 2 Whenever a holiday falls on Sunday, the succeeding Monday shall be observed as the holiday. Holidays which fall on Saturday will be observed on the preceding Friday. "Special Day" shall be one day, of the employee's choosing, from among either the first working day before or after Christmas Day or before or after New Year's Day. Management approval will be based on operational needs of the institution.

Section 3 If an employee works on a day observed as a holiday, as listed above in Section 1, he/she shall be paid time and one-half (1-1/2) for all hours worked in addition to his regular pay.

Section 4 An employee's leave account shall not be charged for a holiday which occurs during the use of earned vacation or sick leave.

Section 5 Each employee will be granted a holiday on the employee's birthday.

Section 6 Holiday Eligibility. All full-time employees will receive seven and one-half (7 ½) hours of holiday pay and part-time or hourly employees a pro rata portion thereof for recognized holidays in Section 1 above during those months in which the employee is in pay status the regularly scheduled working day before and the day after the holiday and provided the employee works thirty-two (32) hours or more during the month or appropriate pay period. Holiday pay shall be based on a seven and one half (7 ½) hour day.

Part-time and hourly employees will be paid a prorated share of the holiday pay based on the same percentage, or fraction of month, as they are normally scheduled to work.

## ARTICLE 24 - SICK LEAVE

Section 1 Full-time employees shall accrue sick leave at the rate of one (1) working day for each month's work, to be used in the event of his/her illness or injury. Employees who work less than a full month but at least thirty-two (32) hours shall accrue sick leave with pay on a prorated basis. Employees shall continue to accrue sick leave while on paid leave status. Sick leave shall be accruable without limit.

Section 2 Sick leave may be used by the employee in the event of illness, injury or death in the employee's immediate family for a minimum period of time until the necessary household adjustments can be made.

Section 3 Immediate family is defined as members of the employee's family or spouse including parents, children, brother or sister, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, domestic partner, or a person previously declared as a dependent living in employee's home.

Section 4 Workers' Compensation Payment. Salary paid for a period of sick leave resulting from a condition incurred on the job and also covered by Workers' Compensation, shall be equal to the difference between the Worker's 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 vacation leave during a period in which Worker's 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 5 Hardship Leave. Each Institution will allow employees within the bargaining unit to make irrevocable donations of accumulated vacation leave or compensatory time for use by eligible bargaining unit recipients in that Institution as sick leave. Hardship leave donations will be administered under the following stipulations and shall be strictly enforced with no exceptions.

a) The recipient and donor must be regular employees of the Institution.

b) The Employer shall not assume any tax liabilities that would otherwise accrue to the employee.

c) Use of donated leave shall be consistent with the other Sections of this Article.

d) Applications for hardship leave shall be in writing and sent to the Institution's Human Resource Department and accompanied by the treating physician's written statement certifying that the illness or injury will continue for at least thirty (30) days following donee's projected exhausting of the accumulated leave. Donated leave may be used intermittently.

e) Accumulated leave includes vacation 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 Institution for such costs as are incurred for insurance contributions pursuant to Article 8 for which the recipient is eligible to receive as a result of his/her use of donated hardship leave.

g) Employees otherwise eligible for or receiving disability benefits, workers' compensation, or on parental leaves will not be considered eligible to receive donations under this agreement.

Section 6 Employees on sick leave are expected to be at their residence or seeking medical attention relating to their health. Engaging in recreation, other employment, or other activity not related to the reasons for sick leave under this article will be considered misconduct.

## ARTICLE 25 - RESTORATION OF SICK LEAVE CREDITS

Employees who have been separated from state service and returned to a position (except as a temporary employee) within two years shall have unused sick leave credits accrued during previous employment restored.

## ARTICLE 26 - PAID LEAVE

Section 1 After the completion of trial service, regular, permanent, full-time employees shall be entitled to 22.5 hours of personal leave with pay each fiscal year. Part-time and seasonal employees shall be granted pro-rata amount of such leave after the completion of 1,040 hours each fiscal year. Personal leave shall not be cumulative from year to year nor is any unused leave compensable in any other manner. Such leave may be taken at times mutually agreeable to the Institution and the employee.

Section 2 Employees shall be eligible for a maximum of four (4) days paid bereavement leave arising from a death in the immediate family of the employee or the employee's spouse or domestic partner. For the purposes of this Article immediate family shall include the parent, wife, husband, child, domestic partner, brother, sister, grandmother, grandfather, son-in-law, daughter-in-law, or another member of the immediate household. If necessary, an employee may request to use additional earned leave credits or if earned leave credits are not available, leave without pay, at the time of death of an immediate family member and such request shall not be unreasonably denied.

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

## ARTICLE 27 - JURY DUTY

An employee who serves on jury duty shall be paid his/her regular pay in addition to any jury duty compensation received from the court. When called for jury service and subsequently not asked to serve, the employee is expected to report for work as soon as reasonably possible and finish his/her work shift.

## ARTICLE 28 - PREDISMISSAL NOTICE

Section 1 A written predismissal notice shall be given to a regular status employee against whom a charge is presented. Such notice shall include the known complaints, facts and charges and a statement that the employee may be dismissed. The employee will be afforded an opportunity to refute such charges or present mitigating circumstances to the Institution President or designee at a time and date set forth in the notice which date shall not be less than ten (10) calendar days from the date the notice is received. The employee shall be permitted to have an official representative present. At the discretion of the Institution President or designee, the employee may be suspended with or without pay or be allowed to continue to work, as specified within the predismissal notice.

Section 2 The dismissal of a regular status employee may be appealed through the Grievance and Arbitration procedure within ten (10) working days of the effective date of the action.

## ARTICLE 29 - GRIEVANCE AND ARBITRATION

Section 1 General. A grievance is an allegation that a misinterpretation or misapplication of the specific terms of this Agreement has occurred. The procedure for submission of formal grievances shall be as outlined in other sections of this Article.

Section 2 Grievances filed in a timely manner shall be processed according to the following procedure:

a) The complaint shall be first discussed orally between the employee and the immediate supervisor. If the complaint is not satisfactorily resolved, it must be submitted in writing to the Department Head or his designated representative within twenty (20) working days of the time the grievant knows or by reasonable diligence should have known of such violation.

b) If requested by the employee, a meeting will be held between the employee, Union representative and the Department Head or his/her designated representative within ten (10) working days. The Department Head or his/her designated representative shall advise the employee and the Union in writing of its decision within five (5) working days after the meeting or within fifteen (15) working days from the date of receiving the grievance.

Section 3 If the grievance is not resolved at the Department Head level, within ten (10) working days of the Department Head response or date the response was due, the employee or the Union on behalf of the employee may file the grievance with the Vice President of Finance & Administration ("VPFA") or designated representative for response from the Institution. The VPFA or designated representative shall respond within fifteen (15) calendar days.

Section 4 If the grievance is not resolved at the VPFA level, within ten (10) working days of the VPFA response or date the response was due, the employee or the Union on behalf of the employee may file the grievance with the President or designated representative for response. The President or designated representative shall respond within fifteen (15) calendar days.

Section 5 If the grievance is not satisfactorily resolved by the President or designated representative, the Union may advise the President or designated representative within five (5) calendar days of the receipt of the response that it requests arbitration of the grievance.

Section 6 A prearbitration meeting will be held by the parties to attempt to formulate a submission agreement to be forwarded to the arbitrator.

Section 7 Disputes arising from reduction in pay, dismissal, suspension or demotion of a regular status employee may be appealed to the VPFA step of the grievance procedure within ten (10) working days from the effective date of the action. The VPFA or designee shall respond in writing in accordance with the appropriate time limits in Section 2(b) of the grievance procedure. If the grievance is not resolved at the VPFA step, the Union may appeal the action to the President in accordance with Section 4 and on to arbitration if unresolved in accordance with Section 5.

Section 8 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 mediation, it will be scheduled and conducted by the Conciliation Service Division of the Employment Relations Board. Mediation is not a mandatory step of the grievance procedure. A party's unwillingness to participate in 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 9 Selection of the Arbitrator
Upon referral of a case to arbitration the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) possible arbitrators with business addresses in Oregon or Washington. If the parties are unable to select a mutually acceptable arbitrator from such panel by any other means, they shall do so by alternately striking and the remaining name shall be the arbitrator. The order of striking shall be determined by a coin flip.

Section 10 The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby. The arbitrator shall have no authority to add to, subtract from, or change any of the terms of this Agreement, to change an existing wage rate or establish a new wage rate.

Section 11 The arbitrator fee shall be borne equally by the parties.

Section 12 As specified in the Institution grievance procedure, grievances shall be reduced to writing. The Union shall not expand upon the original elements and substance of the written grievance.

Section 13 Time limits specified in this procedure must be 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.

## ARTICLE 30 - TEMPORARY INTERRUPTION OF EMPLOYMENT

Any temporary interruption of employment because of lack of work or unexpected or unusual reasons which does not exceed fifteen (15) consecutive calendar days shall not be considered a layoff if, at the termination of such conditions, the employee is to be returned to work. Such interruptions of employment shall be recorded and reported as leave without pay.

Accumulated vacation leave or compensatory time may be used at the request of any employee who has accrued compensatory time or vacation time. For periods longer than fifteen (15) consecutive calendar days, the Institution shall initiate procedures in accordance with the Layoff Article.

## ARTICLE 31 - JOB PROTECTION FOR ON-JOB INJURIES

Section 1 Upon timely demand, an employee who has sustained a compensable injury shall be reinstated (according to ORS 659A.043 – 659A.052) to his/her former employment or employment of the employee's choice within the employing Institution which it has determined is available and suitable. The employee who is reinstated shall not be disabled from performing the duties of such employment.

Section 2 Certification by a duly licensed physician that the physician approves the employee's return to his/her regular employment shall be prima facie evidence that the employee should be able to perform such duties. Certification shall be made on the appropriate form provided by the Institution and returned to the Department Head within three (3) working days of the physician's release.

## ARTICLE 32 - NEGOTIATIONS

Section 1 Negotiation sessions will be held at mutually acceptable times and locations.

Section 2 The Institution will release on each scheduled negotiating date a Chairperson plus up to two other persons. The Employer shall not incur overtime obligation as a result of negotiations. Each of these three employees will be allowed up to forty (40) hours of paid release time to participate in negotiations sessions.

## ARTICLE 33 - PRINTING OF COLLECTIVE BARGAINING AGREEMENT

The Institution agrees to provide complete copies of the Collective Bargaining agreement within thirty (30) days of the effective date. The Union agrees to distribute these copies to employees.

## ARTICLE 34 - MANAGEMENT'S RIGHTS

Except as may be specifically modified by the terms of this Agreement, the Employer has the exclusive and unlimited right to operate, direct, and manage its affairs; and provide services including but not limited to:

The right to determine and pursue the mission of the Employer;
To maintain order and efficiency;
To direct employees and to determine job assignments, reassignments and working schedules;
To determine the methods, means, and personnel to be used;
To implement improved operational methods and procedures;
To determine staffing requirements;
To determine the kind and location of facilities;
To determine whether the whole or any part of the operation shall continue to operate;
To recruit, train and retrain, select, examine and hire employees;
To promote and transfer employees;
To discipline or discharge employees for just cause;
To lay off employees;
To recall employees;
To require overtime work of employees; and
To promulgate work rules, regulations and personnel policies.

## ARTICLE 35 - LEGISLATIVE ACTION

Provisions of this Agreement not requiring legislative funding or statutory changes before they can be put into effect shall be implemented on the effective date of this Agreement or the date otherwise specified in this Agreement. Necessary bills for implementation of the other provisions shall be submitted promptly to the Legislative Assembly in regular session and both parties shall jointly recommend passage of the funding and statutory changes.

## ARTICLE 36 - PERFORMANCE APPRAISALS

Section 1 Each employee shall receive an appraisal of performance from his or her supervisor at the end of each trial service period and annually thereafter. A copy of the appraisal shall be received by the employee.

Section 2 The performance scale rating shall consist of a marking in one (1) of five (5) categories.

1) Makes superior contributions in critical areas
2) Exceeds performance requirements in major areas
3) Performs requirements of the position in a satisfactory manner
4) Fails to meet performance requirements in major areas
5) Fails to meet performance requirements in critical areas

In addition to the scale rating, a written comment may be made for employees rated one (1), two (2), or three (3). For an employee rated as a four (4) or five (5), written comments indicating the area(s) of inadequacy shall be prepared and discussed with the employee.

The employees shall be required to sign the scale rating sheet and if written comments have been prepared, the employee shall also be required to sign that sheet. It is understood that the employee's signature(s) shall only indicate that the employee has read the sheet(s). The employee shall have the opportunity to make comments in writing to the appraisal and may request review by the President or designee.

Section 3 Individual position descriptions shall be reduced to writing and delineate the major duties of an employee's position. A dated copy of the position description shall be given to the employee upon assuming the position and at such time as the position description is amended. Nothing contained herein shall compromise the right or the responsibility of the Institution to assign work consistent with the classification specifications.

## ARTICLE 37 - TRIAL SERVICE

Section 1 Each employee appointed to a position in the bargaining unit by initial appointment, promotion, demotion, transfer, reemployment, or reinstatement shall, with each appointment, serve a trial service period.

Section 2 The trial service period is recognized as an extension of the selection process and is the time immediately following appointment and shall not exceed six (6) months of actual service in a classified position or shall not exceed the length of the apprenticeship period in the case of an unclassified position. Trial service may be extended only in instances where a trial service employee has been on cumulative leave without pay for fifteen (15) days or more and then only by the number of days the employee was on such leave.

Section 3 When, in the judgment of the Institution, performance has been adequate to clearly demonstrate the competence and fitness of the trial service employee then, at any time, the Institution may appoint the employee to regular status.

Section 4 Trial service employees may be removed from service when, in the judgment of the Institution, the employee does not demonstrate the competence and/or fitness for the position. Removals under this Article are not subject to appeal or the grievance procedure.

Section 5 An employee who is removed from trial service following a promotion shall have the right to return to the classification from which the employee promoted, unless charges are filed and he/she is discharged as provided by Article 28.

## ARTICLE 38 - NO STRIKE OR LOCKOUT

Section 1 The Employer agrees that during the term of this Agreement the Employer shall not cause or permit any lockout of employees from their work. In the event an employee is unable to perform his/her assigned duties because equipment or facilities are not available due to a strike, work stoppage or slowdown by any other employees, such inability to provide work shall not be deemed a lockout.

Section 2 During the term of this Agreement, the Union shall neither cause nor counsel the employees covered under this Agreement to strike, walk out, slow down or commit other acts of work stoppage.

Section 3 Upon notification confirmed in writing by the Employer or Institution to the Union that certain bargaining unit(s) employees covered by this Agreement are engaging in strike activity in violation of this Article, the Union shall advise such striking employees, with written confirmation to the Employer and Institution, to return to work immediately. Such notification by the Union shall not constitute an admission that it has caused or counseled such strike activity.

## ARTICLE 39 - LAYOFF

Section 1 When the Institution finds it necessary to reduce the work force resulting from lack of work, reduction of budget limitation or other reasons beyond its control, it will do so under the following procedures.

Section 2 The Institution shall determine the total staffing required in each job classification with the specific skills and experience needed to effectively operate the production unit. Employees in positions no longer needed will be laid off following written notification thirty (30) working days prior to layoff date. The thirty (30) working day notification period will be extended by the amount of any temporary interruption of employment (Article 30) experienced in the previous thirty (30) calendar days. There will be no cross-bumping among institutions of the Oregon University System.

Section 3 Employees within a classification whose positions are to be vacated will be laid off in accordance with a computation of adjusted service credits. The employee within the classification with the lowest adjusted service credit will be laid off first.

An employee notified of a pending layoff shall select one of the following options and provide written notification to the Institution of the selected option within five (5) calendar days of

receipt of layoff notice.

a) The employee may displace the least service credit employee in a classification at a salary range equal to the one currently held if the employee can perform the special qualifications of that position and has greater service credit.

b) The employee may elect to demote to a lower classification than the one currently held if the employee can perform the special qualifications of the position and has greater service credit than the lowest service credit employee in that class.

c) The employee may elect to take a layoff.

Section 4 Computation of service credits shall be as follows:

a) Effective for employment from July 1, 1995 forward, credit one (1) point for each full month of unbroken service (except as a temporary appointee) at Institution printing services represented by the Union. For bargaining unit members on the Institution payroll as of July 1, 1995, creditable time for employment prior to July 1, 1995, shall include unbroken service (except as a temporary employee) in State printing services represented by the Union.
A break in service is a separation or interruption of employment with OUS Institutions without pay of more than one (1) year.

b) Adjust length of service credits according to the following schedule:

| Appraisal Category | Performance Appraisal Credit |
|---|---|
| 1 | Increase length of service credit scores by 75 points |
| 2 | Increase length of service credit scores by 50 points |
| 3 | Increase length of service credit scores by 20 points |
| 4 | Decrease length of service credit scores by 20 points |
| 5 | Decrease length of service credit scores by 50 points |

Add the average point value of the last two (2) performance appraisals in the current class or other class with the same or higher salary range to the point value for the length of State service. If the employee has worked only one required performance appraisal period, that performance appraisal shall constitute the average. If the employee has worked through more than two (2) required performance appraisal periods, but has received only one performance appraisal, the average shall be the average of the existing performance appraisal and the three (3) appraisal category (20 points). If the employee has no performance appraisal, the average shall be the three (3) appraisal category (20 points).

Section 5 Employees subject to layoff will have their names recorded on a layoff list. If, within one (1) year a position is available in the same job classification from which the employee was laid off, the employee shall be offered restoration to the position. An employee

who twice refuses an offer of restoration shall have his/her name removed from the layoff list. Layoff lists and restoration rights are limited to the individual printing plant. Employees will be restored in inverse order to layoff.

## ARTICLE 40 - INCLEMENT CONDITIONS

Section 1 When, in the judgment of the Institution, weather conditions require closing the Institution or curtailing of the operations of the institution after the employee reports to work, the employee shall be paid for the remainder of his/her work shift. Employees who are unable to reach their work location prior to its closure, and who do arrive within two hours following closure, shall be paid for the remainder of the shift.

Section 2 The Institution may notify employees not to report to work prior to the beginning of the work shift because of inclement weather or hazardous conditions. In such cases, the Institution will use radio or television announcements to attempt to notify employees of the closure prior to their leaving home. The Institution shall notify all employees of its radio or television selection within thirty (30) days of the signing of this Agreement by posting that notice on Institution bulletin boards.

Section 3 Where local conditions dictate, employees shall notify their supervisor that they are unable to report or will be late in reporting for work. Employees shall request leave from their supervisor in accordance with Section 4.

Section 4 Employees who do not work pursuant to the provisions of Section 2 and Section 3 of this Article shall be required to use accrued compensatory time. Employees who do not have compensatory time shall be granted accrued vacation or other eligible paid leave. Employees who do not have accrued vacation or other paid leave will be charged leave without pay or may be authorized to make up part or all of the work time missed.

Section 5 Authorized make-up time will only be scheduled during the week the employee is on leave without pay status due to the inclement weather or hazardous condition. In no instance will time worked during the make-up period result in overtime or compensatory time being charged to the Institution. If the employee fails to work the make-up time as scheduled, those hours will be charged to leave without pay.

## ARTICLE 41 - TERM OF AGREEMENT

Section 1 Except as otherwise indicated herein, this Agreement takes effect July 1, 2016, or upon the first day of the month following the signing of the Agreement, whichever is later, and expires on June 30, 2018, except where specifically stated otherwise in this Agreement.

Section 2 For the purpose of renewing, renegotiating or amending at the expiration of existing agreement, negotiations shall begin in March 2018.

## ARTICLE 42 - EDUCATION AND TRAINING

Section 1 When education and training is requested by an employee and approved in writing by management, the Institution may provide books and pay part or all of the tuition costs. Criteria used to approve or deny training or education shall include but not be limited to Institution priorities, operating requirements and budgetary constraints.

Section 2 When in the judgment of management it is in the best interest of the Employer and is consistent with the operating requirements and budgetary constraints of the Institution, the Institution will provide:

a) Developmental assignments and job rotation assignments for employees.

b) Training for employees for the purpose of upward mobility and job enrichment.

## ARTICLE 43 - STANDBY

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

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

Section 3 An employee shall not be on standby duty once he/she actually commences performing assigned duties and receives the appropriate rate of pay for the time worked.

Section 4 The Institution shall give as much advance notice as possible of standby duty. If an employee requested to do standby duty has a personal conflict, the employer shall try to find another qualified employee for the duty. If no employee agrees voluntarily to assume the standby duty, the assignment shall be made to the qualified employees.

## ARTICLE 44 - RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS

Section 1 In the event that an employee receives wages or benefits from the Employer to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Institution 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 Institution may, at its discretion, use the payroll deduction process to correct any

overpayment made within a maximum period of three (3) years before the notification.

b) Where this process is utilized, the employee and Institution shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.

c) If there is no mutual agreement at the end of the thirty (30) calendar day period, the Institution shall implement the repayment schedule stated in subparagraph (d) below.

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

Section 2 An employee who disagrees with the Institution's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure.

Section 3 The Article does not waive the Institution's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

## ARTICLE 45 - 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.

Section 2

a) An employee with three (3) years of service with the university may request, upon sixty (60) 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 university shall respond to the employee's request within ten (10) workdays 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. Subject to the operating needs of the university, an additional leave of up to eight (8) months may be granted.

b) When an employee uses leave without pay as outlined above, the employee must exhaust all vacation leave, compensatory leave and exchange time balances prior to being placed on leave without pay.

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.

d) Military Leave - Leaves of absence without pay shall be granted all regular employees who enter the military service of the United States. Such employees shall be returned to service in compliance with the Veterans' Reemployment Rights Law.

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

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

g) In compliance with the provisions of ORS 659A.190 – 659A.198, as amended from time to time, the Employer 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 46 – FAMILY AND MEDICAL LEAVE ACTS

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

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 and OFLA protected leave.

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

c) If an employee is eligible for protections under both FMLA and OFLA, the entitlements will run concurrently.

d) To be eligible for leave under FMLA, an employee must have worked for the Employer for at least twelve (12) months and worked a minimum of 1,250 hours during the 12-month period preceding the commencement of the leave. To be eligible for leave under OFLA, an employee must have worked for the Employer for at least 180 days immediately prior to the onset of the leave, and must have worked an average of 25 hours per week during the 180 days. The 25-hour minimum is not required for parental leave.

e) During the period of FMLA leave, the Employers contribution towards the employee's core benefits 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. Under OFLA, Employer contributions are not continued if the employee is in an unpaid status.

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

g) A parent shall be granted a leave of absence for up to twelve (12) weeks to care for a new baby or newly adopted child. 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 as defined in Article 45, or consistent with BOLI regulations, sick leave. In some cases, the parent who has given birth may be eligible for additional unpaid leave under OFLA.

## Letter of Agreement
## Criminal Background Checks Policy Implementation

The parties acknowledge and agree that this Letter of Agreement satisfies and fulfills the statutory and contractual bargaining obligations of the parties with respect to the implementation of the Oregon University System (OUS) Criminal Background Check rule and the impact of that policy on current bargaining unit employees represented by Teamsters Local 206. Except as otherwise provided by authority such as, but not limited to, law, rule, regulation, ordinance, written advisory legal opinion, or condition of a grant, or as recommended in writing by a funding or regulatory entity, OUS agrees to the following:

(1) A determination of fitness based on a criminal records check will not be required of a current employee in a position designated as a critical or security-sensitive position if the determination was not required when the employee was hired or placed into the position.

(2) A criminal records check will not be required as a factor for determination of fitness of a current employee applying for a vacant position the university intends to fill, and has

formally announced to be available, unless the criminal records check requirement was included in the position announcement.

(3) In the event of a layoff under Article 39 of the collective bargaining agreement, a criminal records check will not be required as a factor for determination of fitness of a current employee for a position from which the current employee is seeking to displace another employee pursuant to Article 39 unless the position of the potentially displaced employee was subject to a criminal background check as specified in the position description or other public record available in the Human Resources office as of the date of the current employee's layoff notice. An employee notified of a pending layoff under Article 39 may decline consideration to be moved into any position designated as a critical or security-sensitive position by notifying Human Resources in writing of the employee's refusal to submit to a criminal background check. Such employee will be deemed to have refused the position for which the employee is otherwise qualified and to have elected to be laid off in lieu of placement. An employee who is not determined fit, following a criminal records check, for a position in which the employee would otherwise be placed, or who informs Human Resources when notified of the potential placement position of the employee's belief that determination of fitness for the position in question is unlikely, will not be considered position-qualified but will not be deemed to have refused the position.

(4) A laid-off employee who notifies Human Resources of the employee's refusal to be considered for positions requiring criminal background checks will be deemed to have exercised a refusal of recall under Article 39 to the first position for which the employee is otherwise qualified. An employee who is not determined fit, following a criminal records check, for a position to which the employee would otherwise be placed, or who informs Human Resources when notified of the potential placement position of the employee's belief that determination of fitness for the position in question is unlikely, is not position-qualified but will not be deemed to have exercised a refusal of recall.

(5) Information obtained as a result of a criminal background check shall be maintained in a file separate from the employee's personnel file in conformity with OAR 580-023-0030. By entering this Letter of Agreement, neither party waives any statutory rights to obtain information regarding bargaining unit employees.

(6) Employees shall not be required to pay the University's criminal background check fee(s).

(7) University appointment decisions shall not be subject to the grievance or arbitration procedures except where based on alleged violation of applicable contract provisions other than this Letter of Agreement.

Signed this 7TH day of October, 2016

FOR THE UNIVERSITY OF OREGON

Jamie Moffitt
Vice President Finance & Administration

John Boytz
Assistant Director Printing and Mailing Services

Wes Fowler
Director of Employee and Labor Relations

Andre Le Duc
CRO/Associate VP Safety & Risk Services

FOR TEAMSTERS LOCAL UNION 206

Stan White
Local 206 Secretary-Treasurer

Alonzo Costilla
Teamsters 206 Bargaining Committee

Dave Juvenal
Teamsters 206 Bargaining Committee

# GRAPHIC COMMUNICATIONS CONFERENCE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

## UNION LABEL LICENSE AGREEMENT

AGREEMENT this day made between the GRAPHIC COMMUNICATIONS CONFERENCE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, 25 Louisiana Ave., N.W., Washington, D.C. 20001 (hereinafter called "GCC/IBT") and the COMPANY signatory hereto (see reverse side).

WHEREAS, the Company acknowledges that the Union Label, a facsimile of which appears above, is valuable property owned exclusively by the GCC/IBT and is registered as a certification mark with the United States Commissioner of Patents and Trademarks, and

WHEREAS, the Company acknowledges that the display of said union label upon any printing process or finished product conveys certain important representations to the public, in particular, that the manufacturing, processing, binding and finishing has been produced entirely by members of the Graphic Communications Conference of the International Brotherhood of Teamsters or the International Brotherhood of Teamsters ("IBT"), working under conditions of employment negotiated by the GCC/IBT or IBT and/or one or more of its Local Unions, and

WHEREAS, the Company is a party to a collective bargaining agreement with one or more Local Unions of the GCC/IBT or IBT, covering all of its printing and related processes, manufacturing, binding and finishing production workers, and

WHEREAS, the Company desires a license from the GCC/IBT to display said label on any printing or related process, and on bound and finished products;

NOW THEREFORE, the parties mutually agree as follows:

1. The GCC/IBT hereby licenses the Company to use the Union Label accompanied by the assigned label number for display on any printing or related process, and on bound and finished products, upon the following terms and conditions:

a. That the product bearing the Union Label must be produced entirely in the Company's plant to which this label license agreement is issued (except that where any part of the product and/or binding and finishing is done outside the plant, the label may nevertheless be used, provided that the shop where such work is done has a valid contract with a GCC/IBT or IBT Local Union, or a contract with another Union affiliated with Change to Win or the AFL-CIO, or where the preparatory work is done on the desk top publishing system of a customer of the Company and the electronic file is provided to the Company for production).

b. That any and all printing or related processes, manufacturing, processing, binding and finishing, or a majority of such work, must be produced by members of the GCC/IBT or IBT, except as provided in paragraph (a) above, provided that the balance of the work is produced by members of another Union or Unions affiliated with Change to Win or the AFL-CIO. The Company understands that the use of the label on products not produced, bound and finished, as set forth in this license agreement, would constitute a misrepresentation to the public and the Company agrees that the label will not be displayed upon such products.

c. That a collective bargaining agreement (or agreements) is in effect between the Company and the GCC/IBT or IBT and/or one or more of their Local Unions covering all of the Company's employees engaged in any printing or related processes, manufacturing, processing, binding or finishing and that the Company is in full compliance in every respect without exception with the provisions contained in said collective bargaining agreement(s), provided, however, that the GCC/IBT may, at its sole discretion, permit the Company to continue to use the label if in the judgment of the GCC/IBT, a satisfactory resolution of a contract dispute is imminent.

The Company can satisfy the conditions set forth in subparagraphs (a) and (b) above if it is in full compliance with union shop clauses of its collective bargaining agreement(s) with the GCC/IBT or IBT or Local Unions affiliated with the GCC/IBT or IBT. If the contract does not contain union shop clauses or if the laws of the State do not permit such clauses, the Company agrees that the Union Label shall not appear upon any of its products whose printing or related processes, manufacturing, processing, binding or finishing work is performed by any employee who is not a member of the GCC/IBT or IBT.

d. That the Company shall use only the name of the company, shop number and registration mark as it appears herein in connection with such label. The label registration mark and Company name, if used, shall be clear, distinct and legible.

2. The Company does hereby accept the license to display the Union Label upon the terms and conditions herein set forth, it being understood that in the event of breach by the Company of any conditions or provisions herein the GCC/IBT shall have the unqualified right to terminate this license immediately upon written notice to the Company and to file suit for injunctive and monetary relief under state and federal law. The Company agrees that upon receipt of notice of termination it shall forthwith desist from the use of said label, it being the intention of the parties that while the question of the disputed breach is being determined by them, the Company shall not continue to use the label and that in no event shall the revocation of the license with or without reason or cause, subject the GCC/IBT or IBT to a suit, counterclaim or judgment for damages.

3. Notwithstanding anything to the contrary contained in the collective bargaining agreement(s) between the Company and the GCC/IBT or IBT or Local Unions affiliated with the GCC/IBT or IBT, no issue, dispute or question whatever arising under this label license agreement including paragraph 1(c) hereof shall be deemed subject to the arbitration provisions of said collective bargaining agreement(s) or governed by the outcome of any arbitration held pursuant thereto.

4. The license granted herein is not assignable for any purpose whatsoever and the Company hereby recognizes that it has no title whatsoever to the label other than a mere license to use the same as provided for in this agreement.

5. This label license agreement shall automatically terminate, without notice from the GCC/IBT, and the right of the Company to use the Union Label shall immediately cease in the event that any existing collective bargaining agreement between the Company and the GCC/IBT or IBT or Local Unions affiliated with the GCC/IBT or IBT terminates, provided, however, that the GCC/IBT may, at its sole discretion, permit the Company to continue to use the label if in the judgment of the GCC/IBT, the negotiation of a replacement agreement appears imminent.

6. In the event of termination of this label license agreement, the Company shall forthwith surrender the negatives, positives, prints, mats, dies or files of the Union Label then in the Company's possession or control to the GCC/IBT, the acknowledged exclusive owner of this Union Label. This agreement shall not be waived or modified in any respect except in writing signed by the Conference President of the GCC/IBT.

7. The exclusive right to institute legal proceedings for any unauthorized use of the Union Label shall remain in the GCC/IBT, but the GCC/IBT shall not be liable to the Company for any failure to institute such proceedings.

8. If any provisions or clause of this agreement is held invalid as contrary to law or public policy by a court of competent jurisdiction, only such clause or provision and only to the extent that it is so in violation shall be deemed ineffective and unenforceable and in such event shall be deemed severable from the remaining provisions of this agreement which shall remain binding upon the parties.

IN WITNESS WHEREOF, the parties have hereunto signed this agreement the _____ day of October, 20 16.

GCC/IBT or IBT Local No. IBT Local Union No. 206

Date October 2016

Label Number Assigned 1304-M

Leonard Stoehr
Recommended by:
Local Title Union Representative

Stan White
Recommended by:
Local Title Secretary-Treasurer

Signed by: _____
GCC/IBT Secretary-Treasurer

Approved by: _____
GCC/IBT President

University of Oregon Printing and
Company Name Mailing Services 10/21/16

Gregory P. Shabram, Associate Director
Signature and Title Purchasing and Contracting Services

Address

City State Zip