

Handwritten initials and dates: PH, 7/7/09, KM, and other signatures.

Tentative Agreement on this LOA indicates that the parties agree on the language of this letter. It does NOT indicate agreement on the following topics, (highlighted in the body of the text), about which the parties agree to continue negotiating:

1. Effective date (see preamble below)
2. The number of days of mandatory unpaid time off, and the structure and number of tiers (i.e. whether tiers are based on monthly pay, salary range, or some other mechanism and the thresholds between said tiers (see section 1 below)
3. Dates for office closure days in the event that the number of said days exceeds six. (See section 4 below)

Letter of Agreement (LOA)  
Mandatory Unpaid Time Off

This LOA is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Agencies identified in Article 1 and the Service Employees International Union Local 503, OPEU (SEIU).

This LOA shall become effective (date subject to further negotiation) and automatically terminate June 30, 2011 unless the parties agree to extend or amend its provisions.

To the extent this LOA conflicts with any provisions of collective bargaining agreements, this LOA shall prevail.

The agreement is as follows:

1. The State will implement mandatory unpaid time off for affected employees as follows:
  - (a) (Number of days, number of tiers, thresholds between tiers, and structure of tiers are subject to further negotiation).

1 (b) Pro-rated share for less than full time based on the employee's regularly  
2 scheduled hours.

3 (c) Seasonal employees based on their regularly scheduled hours during  
4 the months in which they are employed.

5 (d) Temporary employees will be unscheduled for mandatory unpaid time  
6 off.

7 2. Mandatory unpaid time off shall only be considered time worked for: a) holiday  
8 pay computations, b) vacation, sick leave and personal leave accrual , and c)  
9 Employer's insurance contributions.

10  
11 3. Full time employees shall take mandatory unpaid time off in 8-hour blocks,  
12 unless otherwise provided in this agreement.

13  
14 4. Except for agencies or programs covered by Section 5 below, mandatory  
15 unpaid time off will be scheduled based on fixed office closures. The following  
16 days will be designated as office closure days\*.

17  
18 Friday, Nov 27, 2009

19 Friday, March 19, 2010

20 Friday, June 18, 2010

21 Friday, August 20, 2010

22 Friday, Nov 26, 2010

23 Friday, March 18, 2011

24 \*Additional dates subject to further negotiation.

25  
26 For OSAC and PERS, 2/15/10 and 2/21/11 will be substituted for 11/27/09 and  
27 11/26/10. For the Board of Dentistry, 11/11/09 and 11/11/10 will be substituted  
28 for 11/27/09 and 11/26/10.

29  
30 Employees who are mandated to take a greater number of mandatory unpaid  
31 time off than closure days, based on (INSERT SPECIFIC SECTIONS) will take

1        the remaining mandatory unpaid time off as float days consistent with Section  
2        5 below.

3  
4        5. Floating Mandatory Unpaid Time Off

5        For agencies or programs designated by the Employer as non-closures (see  
6        list provided by the Employer on 6/22/09), employees will have their choice of  
7        days off, subject to operating needs. In the event that an agency receives  
8        additional positions from the 09-11 Legislature, the Employer will notify the  
9        union of those positions that are subject to float days.

- 10        a. Employees subject to floating mandatory unpaid time off will submit a  
11        mandatory unpaid time off request form to their supervisors at least  
12        thirty (30) days prior to the start of each quarter and supervisors will  
13        respond no later than fifteen (15) days prior to the start of each quarter.
- 14        b. Mandatory unpaid time off requests for the same days will be  
15        determined pursuant to the specific provisions contained in Article 66.1  
16        – 66.5 and related agency provisions.
- 17        c. In an effort to ensure that the scheduling of time off is distributed  
18        throughout the term of this agreement, mandatory unpaid time off will  
19        be scheduled on a quarterly basis unless there is mutual agreement  
20        between an employee and his or her supervisor to schedule more days  
21        in some quarters and fewer in others, but in no case no more than two  
22        (2) days [sixteen (16) hours] in a month.
- 23        d. If the mandatory unpaid time off is not scheduled or taken within the  
24        applicable quarter, then management reserves the right to ensure the  
25        mandatory unpaid time off is rescheduled and taken within the same  
26        quarter, if possible, or next quarter, (except for the last quarter in the  
27        biennium, during which management may reschedule such time during  
28        the same quarter).
- 29        e. The agency shall not incur any penalty or overtime payment for  
30        adjustments to employees' schedules not to exceed a 32 hour  
31        workweek.

- 1  
2 **6. No employee will be required to use mandatory unpaid time off on a holiday.**  
3 **An employee is not precluded from requesting to use mandatory unpaid time**  
4 **off on a holiday pursuant to the above provisions.**  
5
- 6 **7. Unless required by law, no employee shall be authorized to substitute any**  
7 **other types of unpaid absences or paid leave to replace mandatory unpaid**  
8 **time off.**  
9
- 10 **8. If a closure day is scheduled on a day in which an employee is scheduled to**  
11 **work more or less than an eight (8) hour work day, the employee, with**  
12 **supervisory approval, will adjust his or her schedule in a manner which is**  
13 **consistent with the practice that is used during a week in which there is a**  
14 **holiday. In either case, the employee's schedule will not exceed a 32 hour**  
15 **workweek. The agency shall not incur any penalty or overtime payment for**  
16 **adjusting the employee's schedule.**  
17
- 18 **9. An employee shall not work on a date designated as mandatory unpaid time**  
19 **off. However, in emergency situations based on operational needs, the Agency**  
20 **head or designee may require the employee to work. Pursuant to the CBA, the**  
21 **Employer shall pay any appropriate call-in or penalty pay for requiring an**  
22 **employee to work on a scheduled day off. If the Employer requires an**  
23 **employee to work on a date designated as mandatory unpaid time off, the**  
24 **employee will have his or her choice of an alternate day, subject to operating**  
25 **needs and the provisions of Section 5. A mandatory unpaid time off day, if**  
26 **canceled, may not be rescheduled more than once.**  
27
- 28 **10. A regularly scheduled sixteen (16) hour shift worker will be allowed to work**  
29 **eight (8) hours of the shift scheduled on a mandatory unpaid time off day.**  
30
- 31 **11. Should a designated closure date fall on the employee's regularly scheduled**  
32 **day off, subject to Agency approval, the employee shall take the mandatory**  
33 **unpaid time off on an alternate workday.**

- 1  
2 a. If the alternate time is not scheduled or taken within the applicable  
3 quarter, then management reserves the right to ensure the mandatory  
4 unpaid time off is rescheduled and taken within the same quarter, or  
5 next quarter (except for the last quarter in the biennium, during which  
6 management may reschedule such time during the same quarter).  
7 b. The agency shall not incur any penalty or overtime payment for  
8 adjustments to employees' schedules not to exceed a thirty-two (32)  
9 hour work week.

10  
11 12. Mandatory unpaid time off will not count as a break in service for purposes of  
12 seniority or employee salary eligibility date.

13  
14 13. Mandatory unpaid time off shall not add to the length of an employee's trial  
15 service period.

16  
17 14. Deductions from the pay of a FLSA exempt employee, for absences due to a  
18 budget required mandatory unpaid time off, shall not disqualify the employee  
19 from being paid on a salary basis except in the workweek in which the  
20 mandatory unpaid time off occurs and for which the employee's pay is  
21 accordingly reduced.

22  
23 15. If a FLSA exempt employee is permitted to work in excess of forty (40) hours  
24 in a workweek in which the employee takes mandatory unpaid time off, then  
25 such employee shall be eligible for pay at the rate of time and one half (1 1/2x)  
26 for hours in excess of forty (40) hours that workweek.

27  
28 16. For payroll purposes, mandatory unpaid time off shall be assigned a specific  
29 payroll code(s).

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31  
32 **FOR THE EMPLOYER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

33 **FOR THE UNION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

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