

**LETTER OF AGREEMENT
MANDATORY UNPAID TIME OFF
CLARIFICATIONS FOR IMPLEMENTATION**

The Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the SEIU Local 503, OPEU (Union). The parties agree to the following clarifications for implementation of the mandatory unpaid time off tentative agreement.

1. **For purposes of a guideline, the tiered obligation for floating mandatory unpaid time off days has been equally split between the fiscal years in the biennium.**

<i>Tier</i>	<i>Sept. 2009 – June 2010</i>	<i>July 2010 – June 2011</i>
1 – \$2450 and below	5	5
2 - \$2451 - \$3100	6	6
3 - \$3101 and above	7	7

2. **Requests for floating mandatory unpaid time off days for September through December 2009.**

Since the requirement to submit requests for floating mandatory unpaid time off days cannot be submitted 30 days prior to the start of the quarter, the following will apply for such requests for September 2009 and the October – December 2009 quarter. Any time through October 15, 2009, employees may request to take up to two (2) float mandatory unpaid time off in each month in this quarter. The supervisor will have up to fifteen (15) days to respond to the employee's request for the unpaid day (MUTO/Furlough).

3. **Scheduling floating mandatory unpaid time off for newly hired, reemployed, recalled and transferred employees.**

At the time of an employment offer letter, the employee shall be given the dates in the current and/or next quarter that have been designated as floating mandatory unpaid time off days.

4. **Seasonal employee—calculation of mandatory unpaid time off obligation.**

Full-time FTE seasonal employee's mandatory unpaid time off days obligation shall be determined by using the following formula as a guideline:

$$(MS \div TM) \times TO$$

Where:

MS = Estimated number of months the seasonal employee will work during the period in which mandatory unpaid time off must be taken.

- TM = Total number of months during the '09-'11 biennium during which mandatory unpaid time off must be taken (which is 22 months).
- TO = Total number of mandatory unpaid time off days required for the biennium for the salary tier for the employee.

Example: The employee's seasons include the months of May through October 2010 and May and October 2011. The seasonal employee is expected to work both seasons. However, since the term of the CBA begins September 1, 2009 and ends on June 30, 2011, only September and October 2009, May through October 2010 and May and June in 2011 count for determining the mandatory unpaid time off obligation. Consequently, there are nine (9) months of the employee's seasons in the biennium that count. The seasonal employee is in the top salary tier which has a maximum of fourteen (14) mandatory unpaid time off (MUTO) days. The calculation is the following:

$$(MS \div TM) = (9 \text{ months} \div 22 \text{ months}) = .409$$

$$TO = 14 \text{ days}$$

$$(9 \div 22) \times 14 = 5.73 \text{ days}$$

Rounding to nearest whole number = 6 mandatory unpaid time off days (8 hours each).

Part-time FTE seasonal employee's mandatory unpaid time off obligation is prorated based on the scheduled hours for the part-time seasonal employee in the month. The same formula is used for part-time employees to calculate the number of days they are obligated to take. The mandatory unpaid time off obligation shall be prorated using the following formula as a guideline:

$$(SSH/FTH) \times 8 = MH$$

Where:

- SSH = The scheduled hours in a month for the part-time seasonal employee.
- FTH = The number of full-time hours in a month.
- 8 = The number of hours in a full-time mandatory unpaid time off day obligation.
- MH = The number of mandatory unpaid time off hours required for a mandatory unpaid time off day for the part-time seasonal employee.

Example: Using the facts in the example used for full-time calculation (6 mandatory unpaid time off days), but adding that the part-time seasonal is scheduled to work three-quarter (3/4) time for the month. ¾ time is equivalent to 130 hours (i.e., ¾ of the 173.33 full-time hours in a month). The calculation is:

$$(130 \text{ hours} / 173.33 \text{ hours}) \times 8 = 6 \text{ hours}$$

The ¾ time employee would take ¾ of a work day (i.e., 6 hours) off for a mandatory unpaid time off day scheduled for the month.

Seasonal employees employed multiple season and/or by multiple agencies, will be dealt with on an Agency by Agency basis to determine the number of mandatory unpaid time off days.

5. Demotions, promotion, reclassification resulting in a change in salary tier for mandatory unpaid time off.

The effective date for a change in salary tier and a change in the mandatory unpaid time off obligation of an employee will be the effective date of the personnel action. However, if the effective date is after the 15th of the last month in a quarter, the change will be effective the following quarter.

6. Unpaid Leaves (including: FMLA/OFLA, Military Leave, Workers Comp, LWOP) during closures.

For employees observing mandatory unpaid closure days, if an employee is on leave without pay when a mandatory unpaid time off closure day occurs, the employee will not be required to make up the missed mandatory unpaid time off day.

7. Unpaid Leaves (including: FMLA/OFLA, Military Leave, Workers Comp, LWOP) and float day observance.

For employees observing mandatory unpaid float days, if an employee's scheduled mandatory unpaid time off day occurs when the employee is on leave without pay, the employee will be required to take or schedule the mandatory unpaid float day, unless the employee is on leave without pay for the entire calendar month.

If an employee returns to work the 15th day or before in the last month of a calendar quarter, the employee shall schedule and take the mandatory unpaid float day in that quarter, or with approval may schedule one mandatory unpaid float day in the following quarter.

8. Employees returning to work from unpaid leave without pay in the last month of a calendar quarter.

If an employee returns to work from LWOP after the 15th day in the last month of a calendar quarter, the employee will not be required to take the floating mandatory unpaid time off for that quarter.

9. Scheduling of Vacation and Mandatory Unpaid Time Off.

In Agencies where vacation schedules or comp time off must be requested in advance and the advance requests cover periods of time beyond the quarterly scheduling of mandatory unpaid time off days, the prescheduled vacation or comp time off shall take precedence over

scheduling of mandatory unpaid time off days. However, the quarterly scheduling of unpaid time off shall take precedence over short term vacation or comp time off requests.

Once mandatory unpaid time off has been scheduled, requests for vacation may be denied for operational reasons and cannot cause a rescheduling of mandatory unpaid time off days of other employees.

Employees may schedule a mandatory unpaid time off day as part of their vacation request. E.g., an employee may request a week's vacation that includes a mandatory unpaid time off day. Also, if an employee requests and is approved for vacation in the future, at the time of submitting his/her quarterly mandatory unpaid time off request form for the quarter in which the vacation is approved, the employee may request to substitute mandatory unpaid time off for pending vacation time. However, in no case shall an employee take more than two (2) mandatory unpaid time off days in a month. If seniority is used as a tiebreaker or to bump a preapproved vacation there shall be no substitution with mandatory unpaid time off days.

10. Scheduling of Pre-approved Paid Sick Leave and Mandatory Unpaid Time Off.

Employees who have pre-scheduled, paid sick leave (eg., elective surgery, maternity leave, etc) may substitute a mandatory unpaid time off day for the pre-approved paid sick leave. The request to substitute is made at the time of submitting his/her quarterly mandatory unpaid time off request form for the quarter in which the sick leave is approved. However, in no case shall an employee take more than two (2) mandatory unpaid time off days in a month.

11. Employees Called In to Work on a Mandatory Unpaid Time Off Day Off.

In the event an employee is called in to work on a date designated as a mandatory unpaid time off day due to operational needs, the employee and supervisor shall arrange to take the remainder of the mandatory unpaid time off at a mutually agreeable time. The remaining mandatory unpaid time off, with approval from the supervisor, may be taken during the employee's work week, as long as the work week does not exceed thirty-two (32) hours, or at another time. If the remaining hours of mandatory unpaid time off to be made up are less than an employees full scheduled work day, the employee may either split a work day (mandatory unpaid hours plus regular work hours) to make a full work shift or make alternate arrangements for the remainder of the shift, including but not limited to using appropriate accrued leave. If the remaining portion of the mandatory unpaid time off is not mutually scheduled or taken within the applicable quarter, then management reserves the right to ensure the remaining portion of the mandatory unpaid time off day is rescheduled and/or taken no later than the following quarter.

12. Adjusting the Mandatory Unpaid Time Off Day Off Obligation for employees hired after September 1, 2009.

Employees hired after September 1, 2009 will have their mandatory unpaid time off obligation adjusted for the time remaining to June 30, 2011. The attached table identifies the obligation remaining for new hires by calendar quarter.

13. Changing Closure or Float Days for Operational Needs (SEIU).

If an agency or group of employees within a program identifies specific operational needs for a program to change from observing closures rather than float days, or vice versa, or change from observing a specific scheduled closure date, the employees or agency may submit a request to the union and DAS Labor Relations to consider a change. Requests must be submitted prior to October 1, 2009. The Union and DAS will review requests and must mutually agree that the issue is appropriate for the agency and union representatives to discuss during a set period. Agreements to modify the LOA must be mutually agreed to between the DAS and the Union.

14. NEW DISCUSSION: Non emergency changes to employees observing fixed closure days

The LOA does not preclude schedule changes pursuant to the CBA.

Employees who are attending or presenting at conferences or traveling on closure days may convert the closure day to a float day for that quarter.

For Board and Commission meetings scheduled on closure days, may be converted into float days.

not closure days
8/17/09
DM
DM

DATED: Aug 17, 2009

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FOR THE EMPLOYER

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MUTO Obligation Remaining by Salary Tier
with examples for Tier 2 and 3 of Adjustments Made for MUTOs Taken

Year	Quarter	Months	10 Closure Days	Tier 1 MUTO Remaining after closures	Plus Tier 2 Float Obligation ¹	Plus Tier 3 Float Obligation ¹	Example ³ Tier 2 MUTO Remaining after closures	Example ³ Tier 3 MUTO Remaining after closures
2009	3	July	n/a	n/a	n/a	n/a	n/a	n/a
		Aug	0	10			12	14
		Sept	1	9			11	13
	4	Oct 16	1	8			10	12
Nov 27		1	8			10	11	
Dec		0	8			9	11	
2010	1	Jan	0	8	1	2	9	11
		Feb	0	8			9	11
	Mar 19	1	7			8	10	
	2	Apr	1	6			7	9
May		0	6			7	8	
2011	3	Jun 18	1	5	0 ²	0 ²	6	7
		July	0	5			6	7
		Aug 20	1	4			5	6
		Sept 17	1	3			4	5
2011	4	Oct	0	3			3	5
		Nov 26	1	2			2	4
		Dec	0	2			2	3
	1	Jan	0	2		1	2	3
		Feb	0	2			2	2
		Mar 18	1	1			1	1
2	Apr	0	1			1	1	
	May 20 ⁴	1	0			0	1	
		Jun	0	0	0 ²	0 ²	0	0

- NOTES:**
- ¹ Tier 2 and 3 float days are equally split in the Fiscal Years (FY) for equal distribution of mandatory unpaid time off in each FY.
 - ² Tier 2 and 3 float obligation show 0 required in June 2010 & 2011, not because an employee cannot schedule one during those months, but because an employee hired after June 15 will not be required to take the float mandatory unpaid time off day for that FY.
 - ³ Tier 2 & 3 are examples only, since the actual day when a float day is taken can vary for each employee. Each example assumes a MUTO is taken in each closure month. For Tier 2, float days are assumed taken in January 2009 & October 2010; and for Tier 3, taken in December 2009, May 2010, December 2010 & February 2011.
 - ⁴ Tier 1 & 2 promotions and reclassifications effective after May 20, 2011 will not have a mandatory unpaid time off obligation.

upward by 26/11/10
gmc