Except as may be specifically modified by the terms of this agreement, or any other agreement entered into by a state agency or institution, the Employer retains all rights of management in the direction of its work force, recognizing the right of an employe or the Employe Representative to grieve or appeal an Employer action believed to be unjust or inequitable. These rights of management shall include, but not be limited to, the right to:

(A) Direct employes, (B) Hire, promote, transfer, assign and retain employes, (C) Suspend, discharge or take other proper disciplinary action against employes, (D) Reassign employes, (E) Relieve employes from duty because of lack of work or other proper reasons, (F) Schedule work, (G) Determine methods, means, and personnel by which operations are to be conducted.

Article X
STRIKES AND LOCKOUTS

During the term of this agreement, the Employe Representative shall neither cause nor counsel the members of bargaining units for which it has been certified, or for which recognition has been extended by the Employer, to strike, walk-out, slow-down or commit other acts of work stoppage which are in violation of Oregon Revised Statutes.

Upon notification, confirmed in writing by the Employer to the Employe Representative that certain bargaining unit(s) members, for which it has been certified exclusive representative, or for which recognition has been extended, are engaging in an illegal strike, the Employe Representative shall, upon receipt of a mailing list advise such striking bargaining unit members in writing (with a copy to the Employer) to return to work immediately. Such notification by the Employe Representative shall not constitute an admission that it has caused or counseled such work stoppage or slow-down. The notification to bargaining unit members by the Employe Representative shall be made solely at the request of the Employer.

The Employer will not, during the term of this agreement, lockout employes. In the event an employe is unable to perform his assigned duties because equipment or facilities are not available as a direct result of a strike, work stoppage, or slow-down, such inability to work shall not be deemed a lockout or slow-down under the provision of this Article.

If negotiations reach an impasse and there exists a question as to the rights a party may exercise under ORS Chapter 243 and/or at what time, the parties agree to copperate each with the other, to secure at the earliest possible time a declaratory ruling on the question from either the Public Employe Relations Board or the appropriate court. The parties agree to be bound by the declaratory ruling upon its legal validation by the highest court available for appeal.

Article XI
ARBITRATION

Section 1. Procedure. Within seven working days after a timely request for arbitration has been received by a party, the parties shall determine whether they can agree upon a person to serve as arbitrator. If within that period of time they cannot agree, a request shall be made to the Public Employe Relations Board for a list of five persons qualified and willing to serve. Both parties shall have the right to strike two names from the list. The party requesting arbitration shall strike the first name followed by the other party striking a name, and the process shall be repeated until one name remains. That person shall be selected as the arbitrator. As an alternative method, if consented to by both parties, arbitration may be by a team of three persons selected as follows: Each party shall select a member and the first two members shall select a third member, it being agreed that if within five days they cannot agree upon a third member, he shall be selected in the same manner as a single arbitrator is selected when the parties cannot agree.

The arbitrator or team of arbitrators shall begin taking evidence or testimony within ten days after their selection and shall be expected to issue a decision or award with 20 days after the conclusion of taking evidence or testimony and argument.

Any necessary expenses for the services of arbitrators shall be borne equally between the parties. If either party desires an official verbatim record of an arbitration proceeding, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator or team of arbitrators. Each party shall be responsible for compensating its own representatives or witnesses, unless expressly modified by an agency agreement.

Section 2. Contract Arbitration. If a party has filed with the other party a written complaint regarding the application or interpretation of this agreement and a satisfactory solution has not been arrived at within 15 days, the complaining party may within 15 days thereafter require that the matter be submitted to arbitration. The arbitrator shall have the authority to interpret and apply the provisions of this agreement, but he shall not have the authority to amend or modify this agreement or to establish new terms and conditions of this agreement. A decision or award by an arbitrator or team of arbitrators shall be final and binding upon the parties. Arbitration shall not apply to any question where there is an exclusive statutory remedy.

Section 3. Grievance Arbitration. When a grievance matter has been processed through an agency grievance procedure without satisfaction for the grieving employe, the employe or his/her representative may present the matter for review by the Personnel Division. Should such review produce a decision adverse to the employe, or should there be no written decision from the Personnel Division within 15 days of filing the grievance, the employe and his/her representative may, within 15 days thereafter:

(1) Appeal any matter for which there is exclusive staturory remedy to the Public Employe Relations Board. (2) In any grievance, the subject of which relates to the application of a written rule, regulation, or policy, or established past practices relating to employment relations, the employe and his/her representative may elect to appeal the matter through the Public Employe Relations Board or through binding arbitration in accordance with the procedure provided in Section 1 of this Article, provided, however, that the Employe Representative shall not be responsible for the employe's costs unless it has agreed to represent the employe.

It is agreed that the Personnel Division may request an appropriate extension of this time limitation where extensive investigation or study may be appropriate to establish resolution of the grievance in question. Such extension of time shall be mutually agreed to and made a written part of the grievance record.

Article XII
INCLEMENT CONDITIONS

When, in the judgment of the employer, weather conditions require the closing or curtailing of state offices and institutions within the employes' regularly scheduled work day, the employes will be paid for the remainder of their regularly scheduled shift.

The Employer may direct employes to remain at home prior to the beginning of the work shift because of inclement weather or hazardous conditions. If individual employe notice is provided prior to the employe leaving home, the employe will be authorized the optional use of accrued vacation, compensatory time or leave without pay during the period in which the employe's work is curtailed due to the inclement or hazardous condition. If the employe does not receive notification as herein provided, or if his agency agreement requires a longer period of notice and such notice has not been given and the employe reports for his regularly scheduled shift of work, he shall be paid for the full shift of work.

Article XIII
SAFETY AND HEALTH REGULATIONS

The parties agree that employes and management personnel should be aware of safety and health regulations and that both parties have a mutual responsibility to assist in maintaining good health and safety practices, procedures and regulations. These shall include, but not be limited to, the following:

(1) Use of mechanical safeguards; (2) Adherence to known safety work practices; (3) Proper use of personal protective safety devices and wearing apparel; and (4) Adherence to the provisions applicable under the Occupational Safety and Health Act.

Article XIV
MEDICAL EXAMINATIONS AND IMMUNIZATIONS

Agency policies and collective bargaining agreements regarding the payment of physical exams, tests and doctor certifications, including time off for such activity, shall not be nullified by this agreement and shall remain in effect.

Where no agency agreement or policy exists, it is agreed that if in the conduct of official duties, an employe is exposed to serious communicable diseases which would require immunization or testing, the employe shall be provided immunization against or testing for such communicable disease without cost to the employe where immunization will prevent such disease from occurring and shall be granted accrued sick leave with pay for the immunization or testing.

Article XV
STATE CARS

It is agreed that no employe shall be required to operate a state vehicle which the employe can show to be unsafe. Should an employe be provided a state vehicle, which in the employe's view is unsafe to drive, he/she shall request another vehicle. If the employe's request for another vehicle is denied, the employe may choose to drive his/her own vehicle and be reimbursed accordingly. Employes shall report in writing the alleged unsafe vehicle to the Motor Pool superintendent. The report shall contain the license number of the vehicle, the date of the occurrence and the details concerning the unsafe condition. A copy of said report shall be transmitted by the Employer to the Workmen's Compensation Board under pvosions of the Oregon Safe Employment Act.

Article XVI
STANDBY TIME

With the exception of those classifications where standby compensation is already provided in the compensation plan footnotes, the State of Oregon intends to observe a policy of total avoidance of the utilization of standby duty wherever possible. Existing voluntary practices of standby readiness may be continued through the period of this agreement. No employe shall be required to standby under this voluntary procedure.

In the event a legislative, administrative or judicial body to which this agreement may be subordinate imposes a requirement on a state agency or institution which would require, or when the appointing authority determines a need for a mandatory standby program, or if the Employe Representative identifies the existence of a mandatory standby program, the appointing authority in conjunction with the Executive Department shall immediately enter negotiations with the Employe Representative to provide an appropriate standy compensation rate. The compensation rate shall be effective from the date of the program implementation.

Standby compensation rates established under the provisions outlined above shall be included in the footnotes of the compensation plan.

Article XVII
EMPLOYE STATISTICS

The Executive Department agrees to make available with the Personnel Division office to the Employe Representative, upon request, a copy which may be photocopied, of the following annual computer reports:

(1) Number of Employes by Appointment Type, Status, and Pay Type. Data displayed for classified, unclassified and exempt services with subtotals for each. Within each of these categories, data sequenced by base rate within class within agency.

(2) Number of Employes by Sex, Race, and Age Groupings. Data displayed for classified, unclassified and exempt services. Within each of these categories, data sequenced by base rate within class within agency.

(3) Number of Separations by Class within Agency. Data categorized by separation totals, resignation reasons and layoff reasons. Within these categories, data sequenced by class with agency. Only those classes experiencing separations are displayed. In addition to the number of separations, the data includes number of employes in the class and turnover percent. Any cost incurred in photocopying these statistical reports under this agreement shall be billed to the requesting party.

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