

INCLEMENT WEATHER/HAZARDOUS CONDITIONS LEAVE

This Letter of Agreement will supersede LOA 123.00-17-307.

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the SEIU Local 503, OPEU (Union). This Letter of Agreement will supersede Article 123, Sections 3, 5, and 9.

This Letter of Agreement does not apply to:

- FLSA exempt employees.
- Employees designated by the Agency to report to work during a closure (essential personnel).
- Temporary employees.

When the Department of Administrative Services/Agency chooses to close an office or facility pursuant to Article 123, Section 1 (a), one of the following options will be implemented:

1. The employee may, with prior supervisory approval, work from home or alternate work location for at least one half of their regular work day. The remainder of the employee's work day will be on inclement weather leave for up to forty (40) hours a biennium, or,
2. If no work is available or the employee is unable to work from home or alternate work location, the employee will use accrued vacation hours, compensatory time off, personal leave time or leave without pay for at least one half of their regular work day. The remainder of the employee's work day will be on inclement weather/hazardous conditions leave not to exceed forty (40) hours a biennium, or,
3. The employee may, with Agency prior approval, temporarily adjust their work hours during the same workweek to make up for hours not worked. The Agency shall not suffer any overtime or penalty payments as a result of this schedule change.

4. Once the forty (40) hours of inclement weather/hazardous conditions leave is used, if there are more Agency closures during the biennium, the employee will use accrued vacation hours, personal leave or compensatory time off, leave without pay or, with prior Agency approval, temporarily adjust their work hours during the same workweek. The Agency shall not suffer any overtime or other penalty payments as a result of the change in schedule.
5. Employees will not be eligible for inclement/hazardous conditions leave when their regular days off occur on a day the Agency closes an office or facility, or when the employee is on prescheduled leave or already scheduled to work from an alternate location. Only employees who are scheduled to report to work at the location which is closed, the day of the closure, are eligible for any use of the inclement weather leave.
6. Inclement weather/hazardous conditions leave shall not count as hours worked for the purpose of overtime calculation.
7. Inclement weather / hazardous conditions leave not used during a biennium will be lost and will not be rolled over into the next biennium. Inclement weather/hazardous conditions leave is not compensable if the employee separates from state service.
8. Part time and job share employees shall be granted such leave in a prorated amount of 40 hours per biennium based on the same percentage or fraction of FTE (Full time equivalent) they are hired to work.
9. Seasonal employees shall be granted a prorated amount of leave based on the amount of time anticipated they will work in the biennium at the time of hire. For example, if the employee is being hired for a 6 month equivalent FTE, they would receive 10 hours. The time will not be re-adjusted if the employee is hired into subsequent seasonal positions within the biennium or works longer than originally anticipated.

10. Employees from ODFW who received MPL via Memorandum of Understanding as a result of the Eagle Creek Fire, will have the number of MPL hours used deducted from their biennial allocation.

When, in the judgment of the Agency, inclement weather/hazardous conditions require the closing of an office or facility following the beginning of an employee's shift, the employee shall be paid for the remainder of the shift.

This Letter of Agreement becomes effective upon final signature below and will sunset on June 30, 2019.

FOR THE EMPLOYER:



Nettie Pye, State Labor Relations Manager
Department of Administrative Services, LRU

2/6/18

Date

FOR THE UNION:



Brian Rudiger, Executive Director
Service Employees International Union, Local 503, OPEU

February 2, 2018

Date