

# MANAGEMENT *Insight*

A NEWSLETTER ON EMPLOYEE RELATIONS  
FROM THE LABOR RELATIONS UNIT

HUMAN RESOURCE SERVICES DIVISION, DEPARTMENT OF ADMINISTRATIVE SERVICES

FEBRUARY 2002

## ITEMS OF INTEREST

### HR MANAGEMENT AND CONSULTATION SECTION NEWLY RESTRUCTURED

The newly restructured Human Resource Management and Consultation Section is now fully staffed and open for business. The team's new structure is designed to permit increased agency access to HR Management and Consultation staff in connection with agency concerns, suggestions, and ideas. It will also enable staff to more quickly respond to agency requests and questions.

The DAS Human Resource Services Division (HRSD) is responsible for establishing a system of human resource administration for state government. To help carry out HRSD's mission, the HR Management and Consultation Section develops and implements the state's workforce management plan; develops and administers HRSD rules and policies; and provides consulting services and technical assistance to agency HR offices. The section's consultation and technical assistance to agencies includes:

- Advice and guidance regarding interpretation and application of HRSD rules and policies, as well as federal and state human resource laws;
- Early notice to agencies of recent court decisions and changes in laws and regulations which may impact agency practices or HRSD rules or policies;
- Assistance to agency HR staff in connection with HR program administration; and
- Support and council regarding agency business needs.

The new team has three senior and two HR analysts. The three senior analysts are available to agencies for consultation and technical assistance. In addition, each senior analyst is responsible for a specific HR focus.

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Executive and Management Service Employees

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Diana Peccia is the lead in policy development and revision. Shellí Honeywell is the lead regarding legal research and Oregon Administrative Rules (OAR) writing and revision. Jeanne Davis is the lead regarding communications to agency HR offices as well as training on HR rule and policy implementation and application. The two

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HR analysts, Martin Pitchford and Lisa Dean, also furnish guidance and assistance to agencies on application of HRSD rules and policies. In addition, they provide research and analysis on HR-related issues, and act as personnel managers for various boards, commissions and small agencies.

The new HR Management and Consultation team has a combined 83 years of HR experience. The teams' extensive knowledge base includes experience in the private sector, state central administration and state agency HR offices. Team goals include flexibility; consistency; providing timely communications to agencies on current and potential HR issues; responding quickly to agency HR needs; and working collaboratively within the section, with other HRSD sections, and with agency HR staff.

Agency HR staff may contact the HR Management and Consultation Section as follows:

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For information on other HRSD programs, please see the HRSD home page at <http://www.hr.das.state.or.us>.

## ADA AND EMERGENCY WORKPLACE EVACUATION

Since September 11, planning for emergency workplace evacuation has become a heightened concern for employers. One of the issues which employers must address in connection with such planning is evacuation of employees who may need assistance because of a disability or medical condition. Generally, the Americans With Disabilities Act (ADA) prohibits employers from asking employees questions likely to elicit information about a disability. However, to address the increased concern about emergency evacuation, the Equal Employment Opportunity Commission (EEOC) has issued new

guidance regarding employer planning for emergency workplace evacuation.

In short, **an employer may now ask employees, in advance, whether they will need assistance in the event of a workplace evacuation, as a result of a disability or medical condition.** The complete text of this new EEOC guidance may be accessed at <http://www.eeoc.gov/facts/evacuation.html>.

According to the EEOC, there are three ways that an employer may obtain information from employees about needed emergency evacuation assistance:

- After making a job offer, but before employment begins, an employer may ask all individuals whether they will need assistance during an emergency.
- An employer also may periodically survey all of its current employees to determine whether they will require assistance in an emergency, as long as the employer makes it clear that self-identification is voluntary and explains the purpose for requesting the information.
- Finally, whether an employer periodically surveys all employees or not, it may ask employees with known disabilities if they will require assistance in the event of an emergency. An employer should not assume, however, that everyone with an obvious disability will need assistance during an evacuation. For example, many individuals who are blind may prefer to walk down stairs unassisted. People with disabilities are generally in the best position to assess their particular needs.

Employees who are asked about their need for emergency assistance should be informed by the employer that the information they provide will be kept confidential and shared only with those who have responsibilities under the emergency evacuation plan.

An employer may ask individuals who indicate a need for help to describe the type of assistance they believe will be needed. While an employer may ask for more detailed information in a follow-up conversation with such an employee, the employer is entitled only to information necessary for it to be ready to provide assistance. According to the EEOC, this means that in most instances it will be unnecessary for an employer to know the details of an individual's medical condition.

Finally, the ADA provisions requiring that employers keep medical information about applicants and employees

confidential include an exception that allows employers to share medical information with first aid and safety personnel. This exception would allow an employer to share information about the type of evacuation assistance which an employee might need with medical professionals, emergency coordinators, floor captains, employee evacuation volunteers, building security officers, and other personnel who are responsible for ensuring safe evacuation.

## **SEIU CONTRACT TRAINING – QUESTIONS AND ANSWERS**

The following questions and answers arose during the recent round of SEIU contract training provided by DAS for managers in SEIU-represented agencies.

### **Article 13 - Contracting Out**

- Q:** Do contracts with DOC to use inmates, which exceed \$30,000 annually, give rise to an agency obligation to perform a feasibility study?
- A:** Yes, a feasibility study is required in any instance where the contract exceeds \$30,000 annually. A feasibility study is also required when contracting out will displace bargaining unit members, irrespective of the contract's size. For questions regarding what constitutes "displacement," please contact your agency's assigned labor relations manager.
- Q:** Do interagency agreements give rise to an obligation to perform a feasibility study?
- A:** Generally, no. However, if the work is performed by non-state employees (as is the case with DOC inmates), a feasibility study may be required. In such instances, please contact your agency's assigned labor relations manager.

### **Article 26 - Differentials**

- Q:** Do employees who are being trained to spray pesticides receive the new differential?
- A:** No, only those employees who hold a valid pesticide license and who perform the work receive the differential.
- Q:** Is an employee eligible to receive a pesticide spray differential if the employee performs the individual tasks associated with the differential on separate days?
- A:** Yes, as long as the employee performs all the requirements associated with receiving the differential,

regardless of whether they are all performed on the same day.

- Q:** Is an employee eligible to receive shift differential if it is the employee who requests the schedule change resulting in differential eligibility?
- A:** Yes. An employee in a job classification which is allocated to Salary Range 22 or below will receive the differential; there is no prohibition on an employee receiving a differential arising from a schedule adjustment requested by the employee.

### **Article 51 - Limited Duration Appointment**

- Q:** Are an employee's multiple limited duration appointments with the same agency counted together for purposes of the two-year ceiling and two-year layoff threshold?
- A:** It depends. If the work is the same, the answer is yes; if not, the answer is no. In other words, simply changing position numbers will not be viewed as creating a new and different limited duration appointment when the work is the same.
- Q:** Do an employee's multiple limited duration appointments with different state agencies count toward the two-year layoff threshold?
- A:** No, only limited duration appointments within the same agency will be counted toward the two-year layoff eligibility period.

### **Article 56 - Sick Leave**

- Q:** Was the term "personal assistive device" intended to cover "seeing eye" or "hearing impaired" assistive animals who require emergency medical treatment?
- A:** Yes, if the animal is necessary to assist the employee in performing his or her job. This should be viewed as analogous to the emergency repair of a wheelchair or other assistive device which is needed by the employee to perform assigned duties.

### **Article 60 - Leaves With Pay**

- Q:** If an employee is no longer employed by the state, should the employee be paid if he or she must testify in court in connection with the employee's former position?
- A:** It depends. The employee is no longer covered by the collective bargaining agreement. Agency policy governs.



## NOTES FROM JUSTICE

by The Labor and Employment Section, Department of Justice



### DETERMINING WHEN A CONDITION IS A DISABILITY UNDER THE ADA

On January 8, 2002, the United States Supreme Court decided *Toyota v. Williams*, 534 US \_\_\_\_, No. 00-1089 (2002). This article discusses the *Williams* decision and its impact on Oregon employers.

*Williams* does not conflict with Oregon case law interpreting the Americans with Disabilities Act of 1990 (ADA, Act) and therefore will not require employers in Oregon to change current policies or practices. The opinion is significant to Oregon employers because it reinforces the understanding that an employee's physical or mental impairment must interfere with tasks of central importance to people's daily lives, not merely job-specific tasks, to meet the Act's definition of "disability."

**Applicable Law.** Congress enacted the ADA's employment title to eliminate disability-based discrimination in the workplace. 42 USC §12101 *et seq.* The Act defines "qualified individual with a disability" as an "individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires."

The Act defines "disability" in one of three ways: 1) a physical or mental impairment that substantially limits one or more of the major life activities of the individual; 2) a record of such impairment; or 3) being regarded as having such impairment. The *Williams* opinion addresses the first prong of the disability definition.

**Background.** A former employee developed carpal tunnel syndrome after performing an assembly line job. She sued her employer under the ADA for failing to provide her with a reasonable accommodation for her alleged disability. The United States Court of Appeals for the Sixth Circuit concluded the Act covered her condition because it limited the "major life activity" of performing a "class" of manual tasks specific to her job. These tasks included gripping of tools and repetitive work with hands and arms extended at or above shoulder level for lengthy periods. In reaching its conclusion, the Court of Appeals disregarded evidence that the former employee could care for herself and perform personal or household chores.

**Analysis.** The Supreme Court said the Court of Appeals applied an improper standard in finding the former employee was disabled because it analyzed only a *limited class* of manual tasks specific to her assembly line position. The Court of Appeals failed to ask whether the former employee's condition prevented or restricted her from performing tasks of central importance to most people's daily lives, including personal grooming activities and household chores. The Supreme Court granted review to consider the proper standard for assessing whether an individual is substantially limited in performing manual tasks.

**According to the Court, to be substantially limited in performing manual tasks, an individual must have: 1) an impairment of permanent or long-term nature that; 2) severely restricts the individual from doing activities of; 3) central importance to most people's daily lives.**

*Individualized Assessment.* Under the standard articulated above, it is insufficient for an individual to merely submit evidence of a medical diagnosis to prove a condition is disabling. Instead, an individual must offer evidence of the extent of their limitation in terms of their own experience. This can be shown through specific examples of the condition's impact on tasks of critical importance to an individual's daily routine. For example, the Court identified household chores, bathing, and brushing one's teeth as among the types of manual tasks that are of central importance to people's daily lives.

*Workplace and Daily Life Consideration.* The Court's standard also requires dual consideration of how a condition impacts an individual's ability to perform manual tasks in the workplace *and* in daily life. A condition that impairs the

performance of manual tasks required for a specific job but which has limited impact on manual tasks in an individual's daily life is not a "disabling" condition under the *Williams* analysis. An individual must establish a connection between impairment of manual tasks in the workplace *and* in daily life to prove their condition is disabling.

**Impact On Oregon Law.** Oregon Law prohibiting discrimination against disabled individuals in employment contains a definition of "disabled" paralleling the ADA provision analyzed in *Williams*. ORS 659.400 *et seq.* Oregon courts are required to apply the principles articulated in Supreme Court cases interpreting the ADA. ORS 659.449 (Oregon law is to be construed in a manner consistent with the ADA, to the extent possible).

**The Supreme Court's most recent interpretation of the ADA will not disrupt or significantly change the disability analysis applied by Oregon courts because earlier state cases do not conflict with the *Williams* opinion.** In cases pre-dating *Williams*, Oregon courts have consistently undertaken an individualized assessment of a person's impairment, specifically considering its impact on both work-related functions and on tasks of daily living. A recent federal case opinion issued by the Oregon District Court and two Oregon Court of Appeals opinions illustrate the approach taken by Oregon courts.

In *Fraser v. US Bancorp*, 168 F.Supp.2d 1188 (Sept. 2001), a former employee filed a claim under the ADA and parallel Oregon law alleging her condition, Type 1 diabetes, substantially limited major life activities. However, the former employee did not offer evidence that the condition substantially limited a major life activity, only that it had the potential to limit a major life activity. The District Court, noting that Type 1 diabetes could render certain individuals disabled, ruled that the former employee failed to produce specific evidence that she was substantially limited in her ability to care for herself, perform manual tasks, walk, see, talk, breath, learn, work, or engage in other similar activities. The *US Bancorp* opinion demonstrates the principle, articulated in *Williams*, that mere diagnosis of a particular condition is insufficient to prove a condition is disabling.

In *Wheeler v. Marathon Printing*, 157 Or App 290 (1998), the Oregon Court of Appeals examined whether an individual's condition, depression, substantially limited a major life activity. The employer contended that the former employee's diagnosis did not prevent him from performing the essential functions of the job because the condition was "transitory" and caused only a few absences from work. The Court of Appeals disagreed and determined that the effects of the individual's major depression—including a suicide attempt, social withdrawal, weight loss, insomnia, loss of coping skills and increased aggravation at work—demonstrated a substantial limitation on his "major life activities." The *Marathon* opinion illustrates the Court of Appeal's dual consideration of the impairment's impact on the individual's work performance and on tasks of daily living.

In *Marconi v. Guardian Management Corp*, 149 Or App 541 (1997), a former employee challenged the trial court's determination that she presented insufficient evidence that her condition, epilepsy, substantially limited major life activities. The trial court found that her evidence of blackouts and loss of communication and movement during such periods were momentary and therefore, not a substantial limit on major life activities. The Court of Appeals disagreed because the former employee experienced up to seven seizures a day and, although short in duration, they were followed by significant periods of disorientation. The Court of Appeals noted the individual could not engage in a number of major life activities including walking, talking, or interacting, during a seizure. Based on the frequency of the seizures and the level of impairment during and immediately following a seizure, the Court of Appeals concluded the individual's condition qualified as a "disability" under state law. The *Guardian Management* case, like *Marathon*, demonstrates the Court of Appeal's individualized assessment of a person's condition to determine the level of impairment in his or her daily life.

**Practical Impact.** *Williams* and the Oregon cases discussed above are significant for employers because they reinforce the following concepts:

- To be substantially limited in performing manual tasks, an individual must have an impairment that prevents or severely restricts the individual from doing activities of central importance to most people's daily lives. Application of this standard includes consideration of the condition's impact beyond its effect on work-specific manual tasks.

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## LABOR AND EMPLOYMENT SECTION NOTES

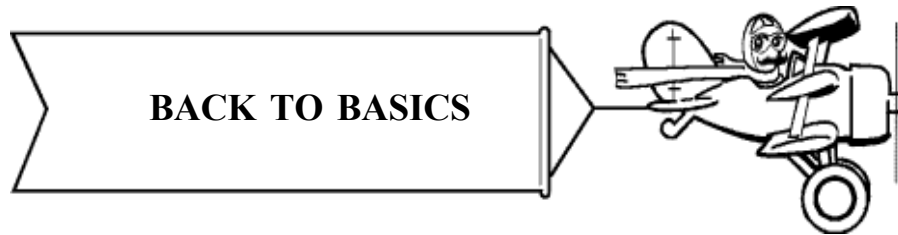
- The employer must undertake an individualized assessment to determine whether an individual's physical or mental impairment qualifies as a disability. A medical diagnosis of a condition, standing alone, is insufficient to extend coverage under the Act.

**Please Note.** The *Williams* court considered a factual scenario unique to a particular individual and although certain legal conclusions can be drawn from the case, as articulated in this article, the *Williams* opinion and this discussion are not a substitute for legal advice. Depending on the facts of a particular case, an individual diagnosed with carpal tunnel syndrome could be protected by the Act depending on the severity of the symptoms. Further, a condition that prevents an individual from *performing a broad range of different jobs* is considered a disabling condition under the Act because it substantially limits the major life activity of working. In *Williams*, the former employee demonstrated only that she could not perform *tasks associated with a specific job*, not that she was precluded from performing a range of different jobs because of her condition. Please contact the Department of Justice, Labor and Employment Section, for further assistance in working through a disability analysis under the Act.

Assistant Attorney General Tessa Sugahara (the article's author) recently joined the Labor and Employment Section of the Department of Justice. Prior to joining Labor and Employment, Ms. Sugahara practiced in the Department's Human Services Section. Before coming to the Department of Justice, Ms. Sugahara was in private practice in Portland, Oregon.

Assistant Attorney General Ryan Hagemann joined the Department in September in a two-year assignment as an Honors Attorney. Mr. Hagemann splits his time between the Labor and Employment and Education Sections of the Department. Mr. Hagemann graduated from the University of Oregon School of Law in 2001. Prior to attending law school, Mr. Hagemann worked as a communications director for a non-profit organization in Washington, D.C.

Susan Hoeye recently accepted a promotion to Paralegal in the Labor and Employment Section. Before coming to the Department of Justice, Ms. Hoeye held a paralegal position with a private firm in Marion County.



### FREQUENTLY ASKED SEIU LAYOFF QUESTIONS

The following questions and answers are based on the SEIU contract's layoff provisions. However, since many of the state's other collective bargaining agreements contain layoff language similar to the SEIU provisions, the answers furnished in this article should, in general, provide a good starting point for applying those provisions also. New language recently added to the SEIU agreement regarding limited duration employee layoff rights may cause the answers regarding limited duration employees stated below to be inapplicable to a number of the non-SEIU contracts. In any case, please check the specific provisions contained in your agency's labor contract before relying on the information in this article. Questions should be directed to agency personnel offices. FAQs

regarding *recall* will appear in the next edition of the *Management Insight*.

- Q:** Who determines the specific positions to be vacated by layoff?
- A:** The agency.
- Q:** Will the agency provide the union with seniority information for all affected positions in advance of the layoff notice?
- A:** Yes. The agency should provide this information to SEIU headquarters; to each steward in the geographic area in question; and post a copy of the information regarding each affected position on the employee bulletin board in the geographic area. The agency should also notify the union that the seniority of all represented employees in the affected

geographic area will be frozen from the date of notice for a period not to exceed three months.

**Q:** When is an employee given notice of a layoff?

**A:** An employee will be given notice of the layoff at least 15 calendar days before the layoff's effective date. At the same time, the employee will be notified of his or her seniority and contractual bumping rights.

**Q:** When an employee is notified of a pending layoff, what does the employee need to do and what are the employee's options?

**A:** In general, an employee notified of a pending layoff must select **one** of the following options and communicate the choice in writing to the agency within five calendar days from the date the employee is notified in writing (the five-day response time is extended to the next business day if the fifth day falls on a weekend or holiday day off):

- (1) The employee may displace (bump) the employee in the agency with the lowest seniority in the **same classification** for which he or she is qualified in the same geographic area in the agency where the layoff occurs.
- (2) If no positions are accessible under option no. 1, the employee may displace the employee in the agency with the lowest seniority in the same geographic area in the **same salary range in any classification in which the employee previously held regular status**, including any predecessor classification; **or**, if this choice is not available to the employee, the employee may move into **vacant positions in classifications with the same salary range that the agency intends to fill in the same geographic area**.
- (3) The employee may **demote** to the lowest seniority position in any classification for which he or she is qualified within the agency and geographic area. Employees who elect to demote are placed on any geographic area layoff list of their choice within the agency for the classification from which they demoted.
- (4) The employee may **elect to be laid off**. An employee who elects to be laid off is placed on any geographic area layoff list of his or her choice within the agency for the classification from which the employee was laid off.

To be qualified for option nos. 1 – 3 above, an employee must meet the minimum qualifications for

the position's classification and must be capable of performing the specific requirements of the position within a reasonable period of time (30 days for SEIU). This 30-day period is for orientation, it is not a training or trial service period (for more on the 30-day orientation period, *see, Management Insight*, January 2000, page 2).

**Q:** Does an employee bumped by another employee have any layoff rights?

**A:** Yes. Any employee displaced by another employee exercising one of the options noted above may also exercise any of the four options. Such an employee will receive 15 calendar days notice of the effective date of layoff, and will have five calendar days (plus extension, if appropriate) from the date of the notice to select one of the four options.

**Q:** How is seniority calculated?

**A:** Full-time employees earn one point for each full month of *unbroken* state service, except as a temporary appointee (a break in service is a separation or interruption of state employment without pay lasting for more than two years). Part-time employees receive seniority credits on a prorated basis for unbroken service. SEIU Article 61, with some exceptions, allows employees on approved leaves of absence without pay to continue to accrue seniority, but only for a period up to one year. In general, seniority is calculated within the following categories: 1) permanent full-time positions; 2) permanent part-time positions; and 3) seasonal full and part-time positions. Seniority credit earned by an employee in one of these categories may be added to seniority credit received in another, as long as the unbroken-state-service rule is met. However, it is the category of the *position* which the employee is in *at the time of layoff* which controls the employee's layoff rights (*e.g.*, an employee currently filling a part-time position who has many years of past full-time service will be laid off as a part-time employee—but with the seniority credits earned from both the employee's part-time and full-time unbroken state service).

**Q:** Can an employee bump into a vacant position in the same classification and agency?

**A:** Yes, providing that the agency intends to fill the vacancy. Such a vacant position is deemed to carry "0" seniority. Where more than one vacant position is available, the agency may choose which position the employee must fill.

**Q:** What happens if two employees have the same seniority?

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**A:** If two or more employees have the same seniority based on the length of continuous state service, a tie would be broken by the length of continuous service with the agency. If the tie remains, the agency may determine the layoff order.

**Q:** Do limited duration employees have layoff rights?

**A:** It depends. A newly hired person on a limited duration appointment has no layoff rights. However, a newly hired person on a limited duration appointment *for workload needs* would be entitled to layoff rights *after two years*. Special rules also apply to transfers from regular status to limited duration. A regular-status classified employee who accepts a limited duration appointment in the same agency is entitled to layoff rights in the employee's old regular-status classification. If a regular-status classified employee accepts a limited duration appointment in a *new* agency, that employee would have layoff rights only in the new agency, and only if the new agency uses the employee's former regular-status class. If the new agency does not utilize the employee's prior class, the employee would have no layoff rights.

**Q:** Can an initial trial service employee displace a regular status employee?

**A:** No.

**Q:** Do temporary employees have layoff rights?

**A:** No.

**Q:** If an agency initiates a layoff, what happens to temporary employees working in that agency?

**A:** Temporary employees working in the geographic area and classification subject to layoff must be terminated before trial service and regular status employees.

**Q:** If an agency initiates a layoff in one classification, what happens to temporary employees in other classifications?

**A:** Nothing.

**Q:** May an employee in one agency bump an employee in another agency?

**A:** Generally, no (there is an exception for a few small health-related licensing boards).

**Q:** May a full-time employee bump into a part-time position?

**A:** No.

**Q:** May a regular status employee bump into a limited duration position?

**A:** Yes, as long as the limited duration position is

expected to continue for at least 90 days beyond the time of layoff.

**Q:** Is there cross-bumping between unions or between union and management positions?

**A:** Generally, no. A laid-off management service employee with prior classified service may have restoration and layoff rights arising from the employee's prior represented classification.

**Q:** May an employee facing layoff bump a less senior employee in the same classification in another geographic area within the same agency?

**A:** No. However, such an employee may bump a less senior employee assigned to a different workstation, provided that the different workstation is in the same geographic area and the employee can meet the other prescribed criteria.

**Q:** If an employee chooses to bump into a position 50 miles further from his or her current residence than is the employee's current workstation, does he or she receive moving expenses?

**A:** No (different rules, however, apply to recall from layoff).

**Q:** Are there any special provisions regarding employees overfilling or underfilling a position?

**A:** Yes. Generally, such employees will be considered in the position's classification for purposes of layoff.

**Q:** What about job-share employees?

**A:** Generally, job share employees must elect to be treated as two part-time employees or one full-time equivalent employee, for purposes of layoff. Special rules regarding the calculation of seniority also apply.

**Q:** What happens to a laid-off employee's accrued leave and compensatory time?

**A:** An employee receives payment for accrued vacation leave and compensatory time upon layoff. Personal leave is not paid off. Sick leave is "banked" for a period of up to two years. If the employee returns to work within two years of the layoff, the sick leave will be reinstated.

### **DUTY TO MAINTAIN STATUS QUO**

Most of the state's collective bargaining agreements have two-year terms. The renegotiation process for each of these contracts, called successor negotiations, generally begins a number of months before the applicable contract's expiration date. Typically, some of these

negotiations continue beyond the existing agreements' expiration dates. In such circumstances, must the parties to these contracts continue to follow their terms even after they expire? The answer is: yes and no.

After a labor contract expires, and after the parties *complete* the bargaining and dispute resolution requirements of the Public Employee Collective Bargaining Act (PECBA)—and after a 30-day cooling-off period—the employer is free to unilaterally implement all or part of its final offer, and the employees are free to strike. Strike-prohibited bargaining units, such as firefighters, police and correctional officers, advance to interest arbitration in lieu-of the right to strike.

But what happens between the time that a contract expires and the time that the employer is free to implement its final offer and the union is free to strike? The obligation during this period of time is to maintain the “status quo.” This requirement, however, only applies to mandatory subjects of bargaining (*see, Management Insight*, July 2001, p. 2, for a discussion of permissive and mandatory subjects of bargaining). It also does not extend to subjects which are considered “purely contractual.” Such contractual rights—which include contract grievance procedures and provisions regarding the receipt of fair-share payments from nonunion bargaining unit members—expire along with the collective bargaining agreement. The parties to the agreement may, however,

mutually agree to continue the effect of these provisions even after expiration of the contract. Merit step and longevity step pay increases *are* considered part of the status quo unless the expiring contract expressly provides otherwise.

The status quo obligation also applies to newly formed bargaining units where no contract has yet been bargained and ratified (*see, e.g., AFSCME Council 75 v. OSP, et al.*, 17 PECBR 715 (July, 1998)).

*Application to the state's most recent round of successor negotiations*—Negotiations regarding several state collective bargaining contracts covering the 2001 - 2003 period continued into 2002. In each of these cases, the previous contracts expired and the status quo period began. As of January 1, however, state bargaining units with executed contracts started receiving an increased insurance subsidy. How does this affect the status quo units? In the case of insurance premiums, the PECBA includes a clarifying provision regarding status quo obligations which states that no public employer shall be required to increase contributions for insurance premiums unless the expiring collective bargaining agreement provides otherwise. So ... the answer is that the state has maintained the 2001 subsidy rate (the status quo) for the unsettled contracts, and the individual employees must pay the difference between the old and new subsidy rates until new contracts are in place.

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### ***About the Management Insight...***

The *Management Insight* is produced periodically by the Labor Relations Unit, Human Resource Services Division, Department of Administrative Services, and is distributed to Executive and Management Service employees of the State of Oregon. Back issues may be accessed through the HRSD website, [www.hr.das.state.or.us](http://www.hr.das.state.or.us). Material covered in this newsletter may be reproduced without special permission. Please credit the *Management Insight*, DAS, LRU.

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***About the Labor Relations Unit . . .***

The Labor Relations Unit is a part of the Human Resource Services Division in the Department of Administrative Services. The Administrator of the Division is Dan Kennedy. Currently, the LRU negotiates and administers 32 collective bargaining agreements with 11 different labor organizations, covering over 30,000 employees in the Executive Branch of Oregon State Government. The following is a list of the LRU staff and contact phone numbers for your convenience. The LRU's fax number is 503-373-7530.

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