



# MANAGEMENT Insight

OCTOBER 2005

EMPLOYEE RELATIONS NEWSLETTER

HUMAN RESOURCES SERVICES DIVISION, DEPARTMENT OF ADMINISTRATIVE SERVICES

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## ITEMS OF INTEREST

### CONTRACT NEGOTIATIONS UPDATE, AS OF 9/30/05

#### SEIU UPDATE

On July 7, 2005, the State of Oregon and SEIU Local 503, OPEU, reached a tentative agreement for the 2005-2007 Successor Collective Bargaining Agreement. The agreement was ratified and became effective September 1, 2005. Printed contracts are expected by the end of October. Final versions of the Master Agreement and all coalitions are now available on the HRSD website. A summary of the contract changes is located at: <http://www.das.state.or.us/DAS/HR/docs/lr/0507SEIUsmchgs.pdf>.

#### RATIFIED/SETTLED CONTRACTS

- American Federation of State, County & Municipal Employees (AFSCME)-  
- Eighteen (18) of the twenty-one (21) contracts have been ratified.
- Association of Oregon Corrections Employees (AOCE) - TA on 10/12/05
- Criminal Investigators Association (CIA)
- DOC Parole & Probation Officers
- International Association of Firefighters (IAFF/PANG)
- Klamath Falls Airport Fire Fighters Association (KFAFFA)
- Oregon Nurses Association (ONA)
- Oregon State Police Officers Association (OSPOA)
- SEIU Homecare Workers

#### IN PROGRESS

- AFSCME - Department of Corrections (DOC) Security
- State Operated Community Programs (SOCP)

### UPDATE FROM LRU

*🌸 We Welcome Tom Wells 🌸*

Tom joined the LRU as a State Labor Relations Manager March 1, 2005. His most recent position was Department of Correction's Labor Relation Manager. Tom worked in county Government for 6 years a Personnel Manager before joining the State in 1988 as a Labor Relation Manager for DAS. Tom Worked at DAS LRU from 1988 to 1993, 1993 to March 2005 at Dept Correction and now rejoins us. Tom has a Masters in Criminal Justice Education from Eastern Kentucky University and a Masters in Labor Relations from Uof O ("Go Ducks!").

### HRSD Mission

To provide direction and services to promote a stable and qualified workforce in Oregon State Government

## About Management Insight

*Management Insight* is produced periodically by the Labor Relations, Classification, and Compensation Unit, Human Resource Services Division, Department of Administrative Services. It is distributed to Executive and Management Service employees of the State of Oregon. Material covered in this newsletter may be reproduced without special permission. Back issues and a cumulative articles index may be accessed through the HRSD website, <http://egov.oregon.gov/DAS/HR/>. Please credit the *Management Insight*, DAS, Labor Relations, Classification and Compensation Unit. For questions, or if you have an *Item of Interest* which you would like considered for an issue of *Management Insight*, please contact Susie Hosie, Labor Relations Section .

## ARBITRATION & CASE SUMMARIES

### ODOT vs. SEIU LOCAL 503, OPEU

*State of Oregon, Department of Transportation and SEIU Local 503, OPEU  
(Arbitrator, Timothy D.W. Williams; April 28, 2005)*

**Relying on circumstantial evidence, the State proved that the Grievant was responsible for damaging the State's snowplow by striking a guardrail. The Grievant's alternative explanation, that the plow struck two elk, was not plausible since a collision with elk could not have caused the damage in question. There was also a complete lack of evidence, other than the Grievant's testimony, that a collision with an elk had occurred.**

**Facts:** The Grievant has been employed by ODOT for nearly 20 years. His main duty at the time in question was to drive a snowplow. The plow in question was equipped with both a front plow and a side wing plow. As a safety precaution, the wing plow is supposed to be used only when there is four feet of clearance past the fog line on the wing side. According to the Grievant, on the morning in question two elk ran in front of his plow and were struck by it. When the Grievant stopped for fuel, he hosed off the plow and noticed that the collision had caused some damage to the plow. The Grievant's supervisor, after he was notified of the accident, inspected the plow and found no elk hair or blood. He also drove out to the area where the collision allegedly took place and found no evidence of any elk being hit. He did, however, find a damaged guardrail on the Grievant's route at a point where the road narrowed. He later concluded that the Grievant had failed to bring up the side wing plow when the road narrowed, and as a result had hit the guardrail with it. A one-step three-month salary reduction was imposed on the Grievant for charges stemming from the accident.

**Question Presented:** Was there just cause for the economic disciplinary sanction imposed on the Grievant?

**Discussion and Ruling:** The Arbitrator began his analysis by noting that since this grievance involves a disciplinary action, the burden of proof is on the Employer. The Arbitrator determined, moreover, that the appropriate standard of proof is a preponderance of the evidence: "Preponderance is used because the charges ... are not egregious such as theft of company property, sexual misconduct, etc. For egregious charges the Arbitrator uses the standard of clear and convincing."

The key issue in this arbitration, noted the Arbitrator, is whether there is sufficient evidence to support a finding of just cause. The Employer's charges, "... either stand or fall based on the evidence related to the damaged guardrail. That is, if the evidence establishes that the Grievant damaged his vehicle by driving the wing plow into the guardrail, then [the] charges stand. ... if there is insufficient evidence [to prove this] then [the] charges fail."

Three facts, observed the Arbitrator, are uncontested:

- (1) *the snowplow driven by the Grievant was damaged during his shift;*
- (2) *the section of the guardrail in question was damaged after the Grievant started his shift and before his supervisor inspected it (based on the testimony of another driver who plowed the pertinent section before the Grievant's shift and observed no damage); and*
- (3) *the Grievant did all the snowplowing in the area of the damaged guardrail during the time the rail was damaged.*

Arbitrator Williams next turned to the circumstantial evidence. Neither the Grievant nor the Grievant's supervisor could find any physical evidence that there had been a collision with Elk – there were no carcasses, blood or tracks. Moreover, the testimony of the supervisor, the mechanic, the other plow driver and the shop steward, according to Arbitrator Williams, "... do not support a conclusion that striking the elk would have caused the damage sustained by the plow. The overwhelming testimony was that to sustain the damage, the plow needed to strike something stationary, something substantial, something attached. ... 50,000 pounds plus of heavy steel is formidable." On the other hand, an elk is "viewed as not ... substantial enough to inflict the level of damage suffered by the vehicle. Moreover, the elk was not fixed so it would most likely have flopped over the plow or been brushed aside." The lack of physical evidence supporting the Grievant's elk story was also important to the Arbitrator since, "... had it been available, [it] would have been helpful to establish the Grievant's credibility even if it would not have been helpful in explaining the damage to the vehicle." Finally, noted the Arbitrator, the fact that the elk story is insufficient to explain the damage

is, "... significant to the case as a whole because it requires that an alternative explanation be found. ... If not by the elk, then what caused the damage?" The fact that the Grievant has proved no alternative explanation for the damage, "... brings us right back to the damaged guardrail."

All the evidence in support of the conclusion that the Grievant hit the guardrail, explained the Arbitrator, "... is purely circumstantial." However, "The fact that it is circumstantial does not keep it from being persuasive particularly when the quantum of proof required is the simple preponderance of evidence." And, based on three primary lines of analysis, "... it is the Arbitrator's conclusion that the evidence, by a substantial margin, does so indicate."

First, the marks on the end of the side wing plow and the marks on the guardrail clearly, in the Arbitrator's view, line up. Second, pictures of the guardrail and the side wing plow show how the rail could have been damaged by the plow while the wheels of the plow remained on the roadway. This becomes significant when added to the testimony that there were no skid marks next to the guardrail and no glass or plastic from lights that another type of vehicle would have left. Moreover, concluded the Arbitrator, he, "... can think of no other vehicle that could cause the kind of damage imposed on the guardrail while remaining on the roadway." Third, and finally, no other alternative explanation is present in the record. The "bottom line," concluded the Arbitrator, is that when the elk are eliminated as the causal element, all the evidence points to the guardrail. The State has thus met its burden of providing a preponderance of evidence in support of its charges. ■



## HELPFUL HINT



**Burden of Proof:** In general, the party having the burden of proof on an issue at an arbitration hearing has the duty to prove the facts necessary to establish the party's position on the issue. The "burden" is to convince the arbitrator that the facts in question do or do not exist, or that they are or are not true. If the arbitrator is not so persuaded after the party having the burden of proof has presented their evidence, the arbitrator will generally rule against that party on the issue. In so ruling, the arbitrator will often say that the party has not "sustained" their burden of proof.

In discipline and discharge arbitrations, the burden of proof is generally on the employer to prove just cause for the action taken. In contract interpretation cases, generally the party asserting the interpretation in question (usually the grievant) has the burden of proof on that issue. In cases involving past practices, the party asserting the existence of a practice usually has the burden of proving it.

The amount of proof required for a party to prevail on an issue at an arbitration hearing is determined by the arbitrator. Often it is either a "preponderance of the evidence" or "clear and convincing evidence." A preponderance of the evidence means the greater weight of the evidence, or "more likely than not" (e.g., 50.1 percent). Clear and convincing evidence is somewhat ill defined, but usually requires more than a preponderance of the evidence but less than "beyond a reasonable doubt" (the standard used in criminal cases).

**Direct and Circumstantial Evidence:** Generally, direct evidence is evidence that goes directly to the point to be proved: "I saw what happened." Circumstantial evidence, on the other hand, proves a fact other than the fact which ultimately must be proven. For circumstantial evidence to be effective, the arbitrator must draw an inference from the fact established by the circumstantial evidence to establish the fact that must be proven.

For instance, in the above arbitration, the arbitrator could infer from a number of facts proven by circumstantial evidence that the side wing plow collided with the guardrail while the snowplow was being driven by the Grievant: the fact that there was an absence of evidence proving a collision with two elk, the fact that a collision with elk could not have caused the damage to the plow, the fact that the rail was damaged during the Grievant's shift, the fact that only the Grievant was plowing in the area at that time, the fact that the marks on the rail lined up with marks on the side wing plow, and the fact that only a side wing plow could have caused the damage to the guardrail in the absence of skid marks.

Direct evidence is not necessary "stronger" than circumstantial evidence. For instance, since direct evidence may be falsified (that is, the witness may not tell the truth), it may prove to be weaker than persuasive circumstantial evidence. In the above arbitration, circumstantial evidence prevailed over the Grievant's direct evidence (his testimony). ■

## ARBITRATION BETWEEN THE STATE OF OREGON, OHCS, AND SEIU

*In the Matter of the Arbitration Between the State of Oregon, Oregon Housing and Community Services (OHCS), and SEIU Local 503, OPEU  
(Arbitrator, Sylvia Skratek, Ph.D.; June 3, 2005)*

**The Agency's decision to deny the Grievant's request to be placed on an alternative work schedule was not "arbitrary" since the Agency's decision-making process was conducted in good faith, was based on the Agency's established business philosophy of maintaining public access to services during normal business hours, and the conclusion was not unreasonable. The fact that there may be other "better" approaches does not make the Agency's decision "arbitrary."**

**Facts:** The applicable collective bargaining agreement provides that requests for alternative work schedules will not be "arbitrarily" denied. The Grievant — whose job includes monitoring occupancy in subsidized housing properties, processing subsidy checks and insuring that proper forms are received in a timely manner — is responsible for approximately seventy properties. She maintains contact with property owners and managers through e-mail and telephone. There is limited interaction between the Grievant and the three other members of her work group; everyone manages their own properties. All of her work is driven by specific deadlines.

The Grievant, who works a fixed schedule of five eight-hour days each workweek, submitted a request for an alternative work schedule of four ten-hour days. The request was denied and this grievance followed.

**Question Presented:** Did the Agency violate the collective bargaining agreement by arbitrarily denying the Grievant an alternative work schedule?

**Discussion and Ruling:** Utilizing the various definitions of "arbitrary" in Black's Law Dictionary cited by both parties, Arbitrator Skratek explained that she, "... has reviewed the Employer's denial of [the Grievant's] request to determine if it was made in a reasonable manner, in good faith, and can be justified given the circumstances presented." Noting the factors identified by the Agency in denying the request (public access to services, meeting the goals of the work unit, management supervision and guidance, safety and security needs and impact on the rest of the work unit) the Arbitrator found that, "... the Employer's objective of maintaining public access to services during the normal business hours is not unreasonable." To support this point, the Arbitrator cited the Agency statement that: "The employer's decision to emphasize customer service during normal business hours reflects a conscious decision about how the employer wants to conduct business. Grievant's work unit is structured to reflect this objective. Staff operate in a portfolio-driven environment where portfolio contacts are assigned to a specific staff member."

In response to the Union's assertion that customer service would not be affected under the requested work schedule, the Arbitrator replied: "Whether or not customer service would be affected is not for the Arbitrator to determine." Rather, in this case, the Agency "made a good faith effort" to review the request in an "objective deliberative manner" utilizing the Agency's established policy on work schedules (including "Standards to Consider When Establishing Original Schedules or Approving Alternative Schedules," contained within that policy). Whether or not she agrees with the Agency's conclusions on each of the factors contained within its policy "is not relevant," noted the Arbitrator, since she does agree that their conclusion on the customer service factor "was not unreasonable."

Moreover, "The Arbitrator agrees with the Employer's contention that if an employer makes a good faith decision, even if there are other alternatives that are 'better' alternatives, the decision is not arbitrary. ... An employer may make a decision based on its own priorities as long as the priorities are within a broad realm of legitimate as opposed to specious goals. In this matter the Employer has provided sufficient testimony and proof that its decision-making process was conducted honestly and in good faith and was based upon its established business philosophy."

The Agency's conclusion was not unreasonable, capricious or arbitrary. The grievance is therefore dismissed.

## ERB CASE BETWEEN THE LANE COUNTY AND AFSCME COUNCIL 75, LOCAL 2831

*Oregon AFSCME Council 75, Local 2831 vs. Lane County Human Resources Division  
(ERB Case No. UP-22-04; 6-30-05)*

**The ERB found that it was not improper for the County to unilaterally discontinue the longstanding practice of allowing certain employees to take County vehicles home overnight. The practice was contrary to County policy and higher management with authority to authorize such a practice was unaware of it. Impact bargaining was not required in this situation since the Union failed to prove that there was a binding past practice.**

**Facts:** For over thirteen years certain County employees regularly took County vehicles home each night. This practice began in 1990, pursuant to the authorization of a County building official.

County policy, as provided in its Administrative Procedure Manual, states that only the County administrator may permanently assign a vehicle to an employee. It also states that overnight occasional use of a County vehicle requires authorization by a department head. The County official who authorized the overnight use was neither the County administrator nor a department head. Until shortly before it was stopped, neither the County administrator nor the County department heads were aware of the practice.

The County manual also provides that “[a]n assigned County vehicle may be driven to and garaged at home only if the employee is required to respond to after-hours call-outs.” None of the employees in question were required to respond to such call-outs.

A County manager became aware of the practice in November or December of 2003. After determining that that practice had not been authorized by a County department head or the County administrator, the manager, on February 6, 2004, notified the Union that effective February 10, the practice would cease. The Union demanded to bargain the change and the County declined to do so.

**Question Presented:** Did the County violate the Public Employee Collective Bargaining Act by unilaterally discontinuing the practice of allowing certain of its employees to take County vehicles home overnight?

**Discussion and Ruling:** The Employment Relations Board explained that it has previously held that an employer’s decision to discontinue the off-duty use of an employer-owned vehicle is permissive for bargaining. However, “...the impact of such a decision is mandatory for bargaining because the impact indirectly affects an employee’s monetary benefit by reducing wear and tear on the employee’s personal vehicles and eliminating the cost of fuel.” In this case, if there was an established past practice that allowed the employees to use the County-owned vehicles overnight, the County would be obligated to bargain the impact of discontinuing that practice (since an employer “may not unilaterally alter an employment condition during the term of the [collective bargaining agreement]”). When the employment condition is based upon past practice, explained the Board, “... the party alleging the past practice has the burden of proving its establishment.” In this case, that party is the Union.

To constitute a binding past practice, the practice must be “clearly established.” This requires, noted the Board, that the practice, “...be clear and consistent, occur repetitively over a long period of time, and be acceptable to both parties.” “We must also,” further explained the Board, “consider the circumstances under which the past practice was created, and the existence of mutuality. Mutuality concerns the question of whether [the] practice arose from a joint understanding by the employer and the union, either in their inception or their execution, or whether the practice arose from choices made by the employer in the exercise of its managerial discretion without any intention of future commitment.”

In this case, determined the Board, while there is “... a sufficiently long and consistent enough practice to meet the first two criteria ...,” the third – acceptability -- is lacking. The Board also determined that, “Given the circumstances under which the practice arose, mutuality also seems absent.” To constitute acceptability, explained the Board, “...the employees and their superiors must have knowledge of the particular conduct and must regard it as the correct and customary means of handling the situation. Acceptability may be implied from a long acquiescence in a known course of conduct.” (Emphasis in original.)

In this case, the Board found that the County official who authorized the overnight use “has no authority to approve the temporary or permanent assignment of County vehicles to employees.” Moreover, “. . .the use which [the employees] made of their cars was contrary to County policy: there is no evidence that County cars were assigned to inspectors because of after-hours work they performed.” Finally, “The County administrator and the head of the Public Works Department, who do have [authority to assign County cars] denied any knowledge of the practice until February 2004.”

Noting that the policy of the work unit which allowed the overnight use is “entirely inconsistent with the policies followed by the rest of the County,” and citing an arbitration decision involving the Immigration and Naturalization Service, the Board concluded that: “[W]hen higher management, with the authority to effectuate County policy, had no knowledge of a change in that policy which was made in one work unit, a binding past practice was not established. It was neither acceptable by both parties, nor was there mutuality.”

The Board dismissed the complaint since, “In the absence of an established practice, the County has no obligation to engage in impact bargaining. . . .” ■



## NOTES FROM JUSTICE

by The Labor and Employment Section  
Department of Justice



### EMPLOYEE REFERENCES

In 1995, the Oregon State Legislature enacted ORS 30.178, which grants employers a qualified immunity when providing employee references for former employees. ORS 30.178(1) provides:

*An employer who discloses information about a former employee's job performance to a prospective employer of the former employee upon request of the prospective employer or of the former employee is presumed to be acting in good faith and, unless lack of good faith is shown by a preponderance of the evidence, is immune from civil liability for such disclosure or its consequences. For purposes of this section, the presumption of good faith is rebutted upon a showing that the information disclosed by the employer was knowingly false or deliberately misleading, was rendered with malicious purpose or violated any civil right of the former employee protected under ORS Chapter 659 or 659A.*

While the Oregon Courts have yet to interpret this statute, the Oregon Supreme Court has held that a qualified privilege “is not absolute, and if the privilege is abused the defendant will still be liable to the plaintiff.”<sup>1</sup> Before the Oregon Legislature enacted ORS 30.178(1), a qualified privilege previously existed for employers “to make defamatory communications about the character or conduct of his employees to present or prospective employers.”<sup>2</sup> However, before ORS 30.178(1), the defendant or employer had the burden of proof to establish that his or statements were privileged.<sup>3</sup> ORS 30.178(1) shifts the burden of proof to the plaintiff by creating a rebuttable presumption that the employer acted in good faith and is therefore immune from liability unless the employee can prove by a preponderance of the evidence that the employer knowingly made a false or misleading statement, acted with a malicious purpose or violated any civil rights of the former employee protected under ORS Chapter 659 (i.e. retaliation for having made a discrimination complaint).

Although the enactment of ORS 30.178(1) creates a presumption that the former employer acted in good faith when providing employee references, this statute does not shield employers from being subjected to civil liability. Some common claims former employees file against their former employers include, defamation, prospective interference with employment, blacklisting and invasion of privacy. To lessen the possibility of civil liability, it is important that all agencies implement the following practices, which include: (1) developing a formal policy on providing employee references and refer all requests to one person; (2) communicating that policy to all managers and employees; (3) providing the same type of information about all former employees; (4) only provide truthful job-related information that is documented; (5) document what you say to a prospective employer; (6) communicating only with a prospective employer and verify the identify of the person asking for a reference; (7) asking the prospective employer if they have the applicants permission; and (8) asking the former employee for a release and waiver before providing a reference.

The enactment of ORS 30.178 and establishing the practices listed above will help prevent agencies from being subjected to civil liability for providing employee references. ■

<sup>1</sup> *Walsh v. Consolidated Freightways*, 278 Or. 347, 355, 563 P.2d 1205, 1210 (1977).

<sup>2</sup> *Id*

<sup>3</sup> *Id*

# LABOR RELATIONS BARGAINING ASSIGNMENTS

Effective March 1, 2005

**ART McCURDY,**  
State Labor Relations Manager  
373-3138

**AFSCME:**

Dept of Land Conservation & Dev (DLCD)  
Building Codes Division (BCD)  
Construction Contractors Board (CCB)  
Dept of Environmental Quality (DEQ)

**SEIU:**

DHS Non-Institutions (w/Cathy Schuh)  
Pub Employees Retirement System (PERS)

**CATHY SCHUH,**  
State Labor Relations Manager  
373-7608

**AFSCME:**

Department of Justice (DOJ-OAJA)  
Oregon State Police (OSP) Support Unit

**CIA:**

Department of Justice (DOJ)

**SEIU:**

Human Services Coalition:  
DHS Non-Institutions-(w/Art McCurdy)  
Special Agencies Coalition:  
Department of Justice (DOJ)  
OR Student Assistance Com (OSAC)  
Home Care Commission (HCC) -  
(w/Eva Corbin)

**CRAIG COWAN,**  
State Labor Relations Manager  
378-5611

**AEE:**

Department of Forestry (DOF)  
Department of Transportation (ODOT)  
Parks and Recreation Dept (OPRD)

**AFSCME:**

Dept of Corrections (DOC-Non-Security)  
Board of Parole (BOP)  
Corrections Central  
Dept of Corrections (DOC-Security)  
Corrections Institutions  
Dept of Corrections  
Parole & Probation Officers

**SEIU:**

Central Table (with Eva Corbin)  
ODOT Coalition:  
Dept of Fish & Wildlife (ODFW)  
Special Agencies Coalition:  
Consumer & Business Svcs (DCBS) -  
including Workers' Comp Board (WCB)

**EVA CORBIN,**  
Deputy Administrator LRU  
378-8321

**AFSCME:**

Homeland Security (OSFM & OEM)

**OSPOA:**

Oregon State Police (OSP)

**SEIU:**

Central Table (with Craig Cowan)  
Home Care Commission (HCC) -  
(w/Cathy Schuh)

**JAN WEEKS,**  
State Labor Relations Manager  
378-6483

**AFSCME:**

State Operated Community Program (SOCP)  
- Strike Prohibited

Physicians at Oregon State Hospital (OSH)  
and Eastern Oregon Train & Psych  
Centers -(EOTC & EOPE)

Nurses at OR State Hospital (OSH)  
Dentists at Dept of Corrections (DOC)  
Oregon Youth Authority (OYA-JPPOs)

**AOCE:**

DOC-Strike Prohibited  
(OSP, MCCI, SFFC, OSCI)

**ONA:**

State Operated Community Program  
(SOCP) & E. OR Train & Psych Ctrs  
(EOTC / PC)

**TOM PERRY,**  
State Labor Relations Manager  
378-4201

**AFSCME:**

Dept of Pub Sfty Stndrds & Trng (DPSST)  
Real Estate Agency (REA)

**SEIU:**

ODOT Coalition:  
Dept of Transportation (ODOT)  
Department of Aviation (ODOA)  
Department of Forestry (DOF)  
Parks and Recreation Dept (OPRD)

**MIKE HALPERN,**  
State Labor Relations Manager  
378-2705

**AFSCME:**

Division of State Lands (DSL)  
Employment Department (EMPL)  
OR Liquor Control Comm. (OLCC)

**GCU:**

Dept of Administrative Services (DAS)

**SEIU:**

Special Agencies Coalition:  
Dept of Administrative Svcs (DAS)  
Department of Agriculture  
Department of Education (ODE)  
Special Schools (OSSB & OSSD)  
Commission for the Blind  
Com College & Workforce Dev  
(DCCWD)  
Health Related Licensing Boards  
Health Licensing Office (HLO)  
Housing & Comm Svcs (OHCS)  
Oregon State Fair (OSF)  
Department of Revenue (DOR)  
Oregon State Treasury (OST)  
Dept of Veterans Affairs (DVA)  
Water Resources Dept (WRD)  
Watershed Enhcmt. Board (OWEB)

**STEAS:**

Dept of Education (ODE)

**TOM WELLS,**  
State Labor Relations Manager  
378-3967

**AFSCME:**

Oregon Military Department (OMD)

**IAFF/PANG:**

Oregon Military Department (OMD)

**KFAFFA:**

Oregon Military Department (OMD)

**SEIU:**

Human Services Coalition:  
Employment Department (EMPL)  
Institutions Coalition:  
Oregon Youth Authority (OYA)  
Oregon State Hospital (OSH)  
East. OR Train/Psych Center  
Special Agencies Coalition:  
Bureau of Labor & Ind (BOLI)  
Oregon State Library (OSL)

## TOPIC COORDINATORS

**Interim Bargaining for  
New/Revised Classes-**  
Jan Weeks  
**SEIU Reclass Appeals-**  
Jan Weeks

**BU Exclusions, FLSA Exemptions-**  
Mike Halpern  
**FLSA, FMLA, ADA-**  
Mike Halpern  
**Interest Arbitration Coordinator-**  
Tom Perry

**Training-**  
Cathy Schuh and Art McCurdy  
**Management Insight-**  
Susie Hosie - (378-2616)  
Mike Halpern  
Art McCurdy

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