

MANAGEMENT *Insight*

A NEWSLETTER ON EMPLOYEE RELATIONS
FROM THE LABOR RELATIONS UNIT

HUMAN RESOURCE SERVICES DIVISION, DEPARTMENT OF ADMINISTRATIVE SERVICES

AUGUST 1999

ITEMS OF INTEREST

AGREEMENT REACHED WITH THE OPEU

After eight months of bargaining, including 37 central table sessions, the State of Oregon and the OPEU reached a tentative agreement at 4:47 A.M., on July 16. The two-year agreement includes general salary adjustments of two percent, effective October 1, 1999, and two percent, effective January 1, 2001. It also rolls the \$38 BUBB flex benefit payment into each step of the compensation plan, starting December 1, 1999. The agreement also calls for selective salary increases for 29 classifications. For leadwork differential, the requirement that the employee lead four or more other employees was eliminated. Employees will be eligible for this differential as long as leadwork or team leader duties are not included in the class specification.

The contracting out article will continue unchanged, as will the overtime provisions (except for RN classifications). Contract terms regarding the union's use of internal agency e-mail and internet systems also remain unchanged.

Under the new agreement, the insurance article will call for a tiered contribution structure, based on family status. The employer contribution will be sufficient to cover the PEBB prototype HMO plans and basic dental coverage for the employee and his or her family. Employees selecting other plans may receive cash back or pay out-of-pocket costs, as determined by PEBB.

The vacation article was modified to increase the number of hours an employee can receive in cash when he or she would lose leave due to the denial of a vacation request, from 40 to 60. The number of days within which the employer may schedule vacation time off where no cash payment is made was also increased, from 30 to 60. The 250 hour vacation leave cap remains unchanged. The holiday article was modified to allow the Special Day (aka Governor's Day) to be used on the day before or the day after Thanksgiving, under conditions outlined in the article. Under the new contract, accrued vacation or comp time may be used for bereavement leave, but only with prior authorization. The current practice allowing an agency to request a medical certification for FMLA/OFLA purposes prior to the seven days otherwise called for in the sick leave article was confirmed. Clarifications and changes

IN THIS ISSUE

ITEMS OF INTEREST

Agreement Reached with the OPEU	1
AFSCME Central Table	
Negotiations Conclude	2
FMLA Complaints on the Rise	2
FMLA and Y2K	2

ARBITRATION AND CASE SUMMARIES

Custom and Practice; Involuntary Reassignment	
AOCE vs. DOC	3
Discharge; Circumstantial Evidence; Appropriate and Progressive Discipline	
AFSCME vs. SOCP	4
Discharge; Appropriate and Progressive Discipline	
DOC (SRCI) vs. AFSCME	5
Union Duty of Fair Representation	
ERB Case No. UP-22-98	6

BACK TO BASICS

Binding Interest Arbitration	7
------------------------------------	---

Distribution:

Executive and Management Service Employees

Editors:

Mike Halpern and Pam Murdock

... continued page 2

affecting the contract's union and educational leave and hardship donation provisions were also agreed to.

The new agreement will simplify the grievance procedure by mandating that all grievances, including those regarding discipline, be filed within 30 calendar days of the alleged contract violation. The agreement also calls for the availability of agency-appropriate training on a regular basis on the subject of "violence in the workplace."

In addition to those outlined above, several other changes were made to the salaries, differential pay, insurance and grievance procedure articles. Changes were also made to a number of other articles, including those regarding salary administration, recognition, term of agreement, union rights, negotiation procedures, parking, layoff, reclassification procedure, work schedules and telecommuting.

As usual, the DAS Labor Relations Unit will be providing training regarding the new OPEU agreement in the near future.

AFSCME CENTRAL TABLE NEGOTIATIONS CONCLUDE WITH TENTATIVE AGREEMENTS

AFSCME central table negotiations were successfully concluded on August 5, resulting in a number of tentative agreements. These agreements will be combined with tentative agreements reached at AFSCME agency tables for inclusion in each of the state's 15 collective bargaining agreements with AFSCME bargaining units participating in the central table negotiations. Each separate agreement must be ratified by the bargaining unit in question before it is considered a final agreement.

General salary adjustments were agreed to at the AFSCME central table which parallel those negotiated with the OPEU—two percent, effective October 1, 1999, and two percent, effective January 1, 2001. In addition, the central table agreement includes selective salary increases for 11 classifications. Insurance provisions also mirror those negotiated with the OPEU.

AFSCME agency tables subject to the central table negotiations which have further bargaining sessions scheduled will have until August 27 to conclude negotiations.

FMLA COMPLAINTS ON THE RISE

The U.S. Department of Labor (DOL) has reported that the number of Family and Medical Leave Act (FMLA) complaints received by its Wage and Hour Division increased by more than 42 percent in fiscal year (FY) 1998. The Division received 3,795 FMLA complaints in FY 1998, as compared with 2,670 such complaints in FY 1997 and 2,534 such complaints in FY 1996. The DOL attributed the increase to growing employee awareness of the FMLA's provisions. The fact that the DOL hired more than 200 wage and hour investigators in 1998 may also have contributed to the increase.

Sixty-two percent of the complaints filed in FY 1998 were found to be valid by the Wage and Hour Division. These complaints resulted in employers having to pay more than 4.5 million dollars to the complaining workers.

The most common type of complaint in FY 1998 concerned assertions that an employer refused to reinstate an employee to the same or equivalent position (amounting to approximately 49 percent of the filed complaints). Complaints asserting that an employer interfered with or discriminated against an employee for using FMLA leave accounted for 22 percent of the claims made in FY 1998; while allegations regarding an employer's refusal to grant FMLA leave accounted for another 19 percent of these complaints. Two percent of the FY 1998 claims concerned allegations that an employer refused to maintain an employee's group health benefits. The remaining eight percent of FY 1998 claims asserted violations of other FMLA provisions.

FMLA AND Y2K

May FMLA leave be denied due to a Y2K emergency situation? The answer is no. A worker's FMLA leave may not be denied, terminated or suspended due to an emergency situation (*see*, 29 C.F.R., Section 825.312).

May an employer *request* that an employee forego or return from FMLA leave due to a Y2K or other emergency? The answer is a qualified yes. While the employer may certainly request an employee to forego or return from FMLA leave during an emergency situation, the employer may not *require* such action. Moreover, should an employee choose to begin or remain on FMLA leave after such a request, the employer may not take any adverse action toward the employee as a result of the employee's decision. Such action would most likely constitute unlawful retaliation.

ARBITRATION AND CASE SUMMARIES



AOCE vs. State of Oregon, DOC
(Arbitrator, George Lehlitner; April 1, 1999).

The agency did not violate the collective bargaining agreement by involuntarily reassigning the grievants to different shifts during the pendency of internal investigations, since there was an established practice that allowed for such reassignments.

Facts: This arbitration involves four separate grievances which were combined because they all concern the same issue. The four grievants are three corrections officers and a sergeant, employed at Oregon State Penitentiary (OSP) and the Oregon State Correctional Institution (OSCI). Each of the four grievants was reassigned to a different shift during the pendency of an internal investigation. Prior to their reassignments, each of the grievants had been working a bid shift which included at least one weekday off. None was working a day shift. Three of the grievants were reassigned to Monday through Friday day shifts, either at their residence or otherwise outside the walls of the institution in question. The fourth was reassigned to a Monday through Friday day shift. The grievants alleged that as a result of the reassignments they failed to receive holiday pay, shift differential and overtime. Three of the grievants also allegedly incurred additional child care expenses.

Question Presented: Did the agency violate the collective bargaining agreement by involuntarily reassigning the grievants to different shifts during the pendency of internal investigations, without paying them holiday pay, overtime or shift differential?

Discussion and Ruling: The collective bargaining agreement provides that, "Policies, procedures, and rules of the Employer which directly relate to mandatory subjects of bargaining...and which affect bargaining unit members on the day this Agreement becomes effective shall be continued, unless modified or deleted elsewhere in this Agreement." When the collective bargaining agreement became effective, there was an established practice at both OSCI and OSP to duty station employees to their homes from 8:00 A.M. to 5:00 P.M., Monday through Friday, during the pendency of internal affairs investigations. The fact that this practice pre-dates the

time when the union became the exclusive bargaining representative at the institutions does not preclude its application in this case, since the practice was clearly in force when the current agreement became effective. The fact that the grievants bid for their shifts in conformance with provisions of the collective bargaining agreement also does not prevent the policy from being followed in this case. These contract provisions merely grant a general right to bid shifts based on seniority. "Nothing in these provisions speaks to modifying or deleting the Department's established practice as described above."

The agency does not have "carte blanche" authority to arbitrarily reassign employees to different shifts during the pendency of internal investigations. Rather, "[T]he Department must act reasonably and in good faith in such situations. If there is no reasonable justification for taking employees off of their shift, then the action is suspect." In this case, the evidence established that the purpose of the reassignments was to keep employees who are subject to misconduct allegations away from inmates and available to investigators during normal business hours. The union, moreover, failed to prove that the agency acted arbitrarily and capriciously in taking the action it did. As such, the combined grievance was denied.



HELPFUL HINT...

As stated in the well-known treatise, *How Arbitration Works*: "Evidence of custom and practice may be introduced for any of the following major purposes: (1) to provide the basis of rules governing matters not included in the written contract, (2) to indicate the proper interpretation of ambiguous contract language, or (3) to support allegations that the clear language of the written contract has been amended by mutual action or agreement representing the intent of the parties to make their written language consistent with what they regularly do in practice in the administration of their labor agreement." While virtually all arbitrators recognize the potentially binding effect of custom and practice in the context of a labor agreement, there are no absolute, unanimously accepted standards for determining exactly when such practices will be held to be binding. Each case will depend on its particular set of facts. Factors often cited by arbitrators include the need for the practice to be unequivocal, clearly enunciated and acted upon, well-established over a reasonable period of time, consistent, mutually accepted by the parties to the contract (whether expressly or by implication), and

supported by strong proof. Relevant contract language, bargaining history and the subject matter of the practice may also be controlling.

AFSCME Local 124 vs. State of Oregon, SOCP
(Arbitrator, Carlton J. Snow; April 19, 1999).

The grievant's discharge for causing serious injury to a client in his care was upheld by the arbitrator, notwithstanding the employer's exclusive reliance on circumstantial evidence to establish the facts supporting the termination, and despite the absence of prior progressive discipline.

Facts: The grievant (Employee) had been working as a group home Habilitative Training Technician 2 since 1991. Prior to that, he had worked in a related position at the Fairview Training Center, beginning in 1987. Based on its investigation, the State Operated Community Program (Employer) concluded that the Employee caused a substantial injury to a client in his care, and discharged him. The facts relied on by the Employer were established entirely by circumstantial evidence. The client, due to congenital disabilities, is unable to form words and did not testify at the arbitration hearing. Before this incident, the Employee had an unblemished disciplinary record.

Question Presented: Whether the grievant's termination was for just cause?

Discussion and Ruling: Since the Employer's case was based entirely on circumstantial evidence, Arbitrator Snow began his analysis by clarifying the difference between direct and circumstantial evidence. "Direct evidence actually represents the facts to be proven. When evidence is direct, the question for an arbitrator is whether to believe the witness who gives such evidence. It is a one-step process. Circumstantial evidence does not actually represent the facts to be proven. From circumstantial evidence, an arbitrator must infer that certain facts exist. Suppose a witness testifies that he saw a worker leave a room from which a theft occurred. An arbitrator would need to decide not only whether to

believe the witness but also whether the evidence increased the probability that a particular employee was the thief. Circumstantial evidence involves a two-step process, while direct evidence involves only one...It is the strength of circumstantial evidence that is important. An arbitrator's primary task is to determine the weight to be assigned such circumstantial evidence. To the extent that circumstantial evidence supports a chain of inferences which directly connect to other evidentiary facts, such proof constitutes sufficient evidence on which to base a decision."

In this case, results of routine body checks of the client in question established that he was free of injury prior to 10:00 P.M., on April 10, and that an injury to his neck and left ear that resembled a shoe print was present at approximately 6:15 A.M. the next morning. The Employee and one other staff member were the only staff present at the group home during this interval. From the evidence presented, the Arbitrator concluded that the other staff member spent no time with the client during the night of the incident. The evidence further established that during this time, the Employee and the client had, "[E]ngaged in jostling each other seemingly in a playful way, possibly tickling, wrestling and horseplaying." Some of the interaction between the Employee and the client occurred while the other staff member was out of both visual and audible range, working in the laundry room. After the client went to bed, the Employee told the other staff member that the client might have "[S]ome red marks on his upper body." The Employee also made a progress note that evening which stated, "[Client] in an active mood last night and wanted to play and wrestle with staff. Watch for possible marks on upper body...." The Employee left the group home at 6:00 A.M. on April 11. Fifteen minutes later, another staff member observed an injury to the back of the client's neck and left ear. At 8:15 A.M., three staff members noted the injury to the client and, "[C]oncluded that the mark looked like a shoe print." No objects were found in the client's room which could have caused the patterned bruise on his neck and ear. Subsequently, it was determined that the pattern on the soles of the Employee's shoes matched the pattern of the bruise. An expert medical witness who was consulted by the

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. Material covered in this newsletter may be reproduced without special permission. Please credit the *Management Insight*, DAS, LRU.

If you have any items of interest or other information which you would like considered for an issue of the *Management Insight*, please produce them in typewritten form and send them to Michael Halpern, Labor Relations Unit; or . . .

Call: (503)378-2705 Fax: (503)373-7530 E-mail: Michael.Halpern@State.OR.US

Employer determined that the injury to the client was neither the result of self-injurious behavior nor an accidental injury. He concluded, rather, that the injury, “was either a direct abusive act or at a minimum... inappropriate physical contact with a client.”

At the predissmissal hearing, the Employee was given, “[A] full opportunity to respond to the allegations. He had every opportunity to provide rebuttal evidence. Clear and convincing evidence submitted to the arbitrator established that the investigation in the case was not fatally flawed, and the Employer observed the grievant’s due process rights at the predissmissal hearing.” The Arbitrator concluded that, “[T]he Employer was reasonable in concluding that the predissmissal hearing produced no information which altered its tentative judgment that the grievant should be discharged.”

Turning to the doctrine of mitigation, the Arbitrator noted that, “While an employer must apply discipline evenhandedly, management must also treat workers as individuals and ordinarily is obligated to consider mitigating factors in selecting an appropriate sanction for a rule infraction.” Arbitrator Snow then addressed, and found unpersuasive, nine separate mitigation arguments made by the Union. One of these arguments asserted that, “[I]t would violate the principle of progressive discipline to terminate an employee for a first time offense.” In response, the Arbitrator noted that while progressive discipline, “[N]ormally would dictate a sanction less than discharge for a first offense...the concept of progressive discipline does not apply in all cases.” Rather, “Some rule infractions are so serious that they immediately sever the employment relationship. Some misconduct is so heinous that progressive discipline cannot reasonably be expected to correct the misbehavior...A contractual commitment to the concept of progressive discipline does not mean that an employer waived its right to terminate an employee for a single outrageous offense.” As an example, Arbitrator Snow observed that, “[A]rbitrators long have held that striking a supervisor without provocation is, in effect, a capital offense and merits immediate discharge.” In this case, “Clear and convincing evidence proved the grievant caused a substantial injury to an individual who is so physically disabled that he is institutionalized and is unable to communicate in ordinary ways. Such an offense is so serious that it is not reasonable to require the Employer to run the risk of its repetition. Hence, there is no obligation to apply the concept of progressive discipline to a rule infraction of the sort at issue in this case.”



HELPFUL HINT . . .

What is the difference between “appropriate” and “progressive” discipline? *Progressive* discipline involves the imposition of progressively more severe disciplinary measures over time, in an attempt to change the employee’s continuing inappropriate or unacceptable conduct. While there are exceptions for more serious offenses, progressive discipline generally begins with a relatively minor disciplinary action, such as an oral warning, and—if the conduct in question continues—results in the imposition of progressively more severe disciplinary measures, up to and including dismissal. *Appropriate* discipline concerns the level of discipline that is fitting for a given offense or deficiency. Decisions regarding appropriate discipline take into consideration such factors as degree of fault, seriousness of the charge, prior warnings, the employee’s disciplinary and employment history, the level of discipline imposed by the agency for similar past offenses by other employees, and any mitigating factors. Depending on the circumstances, the principles of appropriate discipline may call for the imposition of a mid-level disciplinary action (such as a pay reduction) or even dismissal, despite the absence of prior progressive discipline. If you have a question about the appropriate level of discipline to utilize in a given circumstance, your agency’s personnel department is the place to seek advice.

State of Oregon, DOC (SRCI) vs. AFSCME
(Arbitrator, Sylvia Skratek; May 26, 1999).

The Arbitrator reduced the level of discipline from discharge to a 30-day suspension, based on a finding that the misconduct did not justify bypassing progressive discipline.

Facts: The grievant (Employee) worked as an officer at the Snake River Correctional Institution (Employer). Another officer, after some verbal banter with the Employee involving sexual innuendo, unzipped his pants and exposed himself to the Employee. Both officers are men. A third officer reported the incident to the Employer. When first questioned about the incident by a Special Investigations Unit Inspector, the Employee denied witnessing the other officer expose himself. Five days later, when re-interviewed, the Employee admitted that the other officer had exposed himself. Subsequently, the Employee was dismissed for instigating the incident, failing to report it and dishonesty in the course of the investigation. Prior to this incident, the Employee had never been subject to any disciplinary action.

Question Presented: Was the grievant dismissed without just cause?

Discussion and Ruling: Arbitrator Skratek began her analysis by identifying two "areas of proof" in discharge and discipline arbitrations, proof of wrongdoing and the appropriateness of the penalty assessed. As to the first issue, "No reasonable person would believe that it is permissible for an employee to expose him/herself at the workplace regardless of the extent of joking that may occur, even of a sexual nature." Rather, "[A]ny reasonable person would conclude that indecent exposure at the workplace is inappropriate and offensive behavior and as such should be reported by any employee observing such behavior." The exposure and suggestive comments were also a violation of the Code of Ethics, which requires that employees refrain from any form of sexual harassment. The Employee admitted that he was familiar with the Code. As such, he had an obligation to report the other officer's behavior. While there may have been tacit acceptance at the workplace of language that is sexual in nature, there had been no similar acceptance of physical behavior of a sexual nature. In addition, the Employee also had an obligation to report the incident under DOC Rule 22, which requires staff to submit in writing, " '[A]ny knowledge of employee violation of administrative rules or procedures and/or unethical or illegal behavior in the performance of the employee's assigned duties.' "

Turning to the question of the appropriateness of the penalty assessed, the Arbitrator explained that she should not substitute her judgment for that of the employer, "[U]nless the employer has acted unfairly given the circumstances of the case." In this instance, an Employer memo provides that staff persons who choose not to report inappropriate behavior may be subject to disciplinary action equal to that received by the person who committed the act. However, a lesser level of discipline is also sanctioned by the memo if there are mitigating circumstances. While the officer who exposed himself was dismissed, the dismissal was based on more than just the one incident (including a past incident involving unprofessional behavior and two episodes of leaving weapons unsecured at the back of a bus). Moreover, while the Employee, "[C]aused additional problems for himself and his Employer when he was less than truthful during the initial investigation"; he nonetheless admitted the truth "in a timely manner," after having been informed of the seriousness of the incident and his obligation to report it. There is no evidence that he was so informed at his initial interview. As such, the Employee's truthful admission, "[M]itigates the level of discipline that should be administered."

The Employer asserted that dismissal was appropriate since the Employee could no longer be trusted as a correctional officer. The Arbitrator, however, found that: "[The Employee] is a good employee with no previous disciplinary incidents. There is nothing to indicate that this employee's behavior cannot be corrected."

In conclusion: "While [the Employee's] behavior was reprehensible, it does not rise to the level of misconduct that is not subject to the requirements of progressive discipline. It does however, warrant more than the written reprimand suggested by the Union. [The Employee] participated in verbal conduct that was offensive; he failed to report an incident of indecent exposure and; he was initially less than truthful about the incident. While he was a seven year employee with a discipline free record, his behavior was such that it warrants a penalty more severe than a written reprimand." The Employer had just cause to discipline the Employee, but the level administered was, "[N]ot consistent with the principles of progressive discipline" The Arbitrator thus ordered the Employer to reinstate the Employee and to convert the dismissal to a 30-day suspension without pay.

*Ross Conger vs. Jackson County and OPEU
(ERB Case No. UP-22-98; April 29, 1999)*

The employee failed to prove that the union breached its duty of fair representation by refusing to process his grievance to the next step in the grievance procedure.

Facts: The complainant was employed by Jackson County as an animal control deputy. His employment with the county was terminated for repeated unsafe driving incidents and his uncooperative reaction to the county's safety concerns. The OPEU submitted a grievance on his behalf, asserting that he was terminated without just cause and that he suffered from a disability which the county refused to accommodate. The county denied the grievance at step 2 of the grievance procedure. The complainant then asked the union to move the grievance to step 3. The union declined to do so.

Questions Presented: Did the union violate its duty to fairly represent the complainant by failing to pursue his grievance?

Discussion and Ruling: A labor organization is obligated to fairly represent all members of its bargaining unit. It breaches this *duty of fair representation*, "[W]hen its conduct in processing or refusing to process

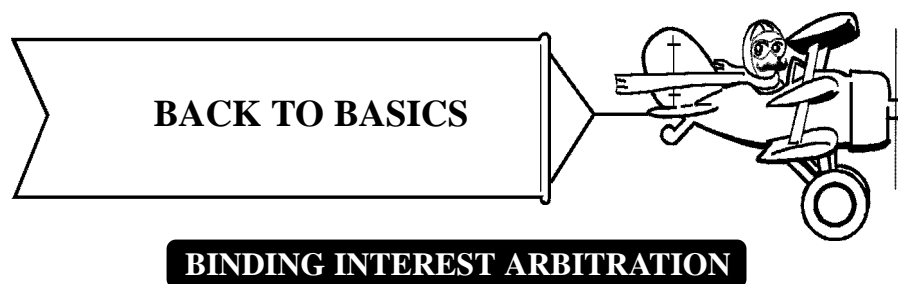
a grievance is arbitrary, discriminatory, or in bad faith.” However, a labor organization’s decisions regarding whether to file or how far to pursue a grievance are entitled to “substantial deference” by the Employment Relations Board. Moreover, “To state a claim that a labor organization breached its duty of fair representation by refusing to process a grievance, the Complainant must present facts which, if proven, would establish that the labor organization had a hostile motive, acted dishonestly, or made its decision not to pursue the grievance without any basis.”

In this case, the claimant failed to establish any of these facts. While, “Claimant argues that OPEU *could have*

won the case...he does not establish facts to support his argument.” Since the Board could not conclude that the union’s decision was arbitrary, discriminatory or in bad faith, it dismissed the complaint.

✓ **HELPFUL HINT . . .**

The duty of fair representation is owed by a union not only to its members, but also to bargaining-unit employees who choose not to join the union. Such employees are generally required to make “fair share” payments to the union in lieu of union dues, and are owed a duty of fair representation in return.



When labor contract negotiations result in a deadlock that cannot be resolved through the negotiation or mediation process, strikes sometimes occur. The strike option, however, is not available to all public employees. Rather, to avoid endangering the public, certain public safety employees are prohibited by law from striking. These employees –which include police officers, firefighters, correctional institution and mental hospital guards, and emergency telephone workers—are instead entitled to use binding interest arbitration to resolve negotiation deadlocks. Other public employees, who are allowed to strike, may voluntarily agree with their employer to submit their negotiation disputes to such binding interest arbitration. Strike-permitted employees may also be ordered by a court to submit to binding interest arbitration if the court finds that a strike would create a “clear and present danger or threat to the health, safety or welfare of the public.” A bargaining unit which contains both strike-permitted and strike-prohibited employees is forbidden by law from striking. All members of such a group are limited to interest arbitration as the final step in the collective bargaining process.

Before entering into binding interest arbitration, the Public Employee Collective Bargaining Act (PECBA) generally requires strike-prohibited employees to engage in 150 days of good-faith negotiations and 15 days of mediation with their employer. The PECBA also requires the submission of a final offer to the mediator which includes a petition to the Employment Relations Board for the initiation of binding interest arbitration, and the expiration of a 30-day cooling-off period.

After an arbitrator is selected and a date scheduled for the arbitration, each party must submit a written “last best offer” package to the other party not less than 14 days prior to the hearing date. The last best offer package sets forth the party’s final offer on all unresolved mandatory subjects of bargaining. A permissive subject may not be included in the last best offer if the other party objects to its inclusion. A party may change its last best offer within 24 hours of the 14-day deadline. If one of the parties elects to do so, the other party is allowed an additional 24 hours to modify its last best offer.

Interest arbitration hearings are usually informal, but similar in substance to a trial. The parties generally present arguments, background information, exhibits, and witnesses. The arbitrator can require that witnesses testify under oath and submit to courtroom-style direct and cross-examination. The arbitrator is required by statute to base his or her decision on criteria set forth in ORS 243.746 (4). These are: The interest and welfare of the public; the ability of the employer to pay (with the arbitrator required to give deference to the employer’s prioritization of its financial

. . . continued page 8

Department of Administrative Services
Human Resource Services Division
Labor Relations Unit
155 Cottage Street NE
Salem OR 97310

... continued from page 7

resources); the ability of the employer to attract and retain employees at its current wage and benefit levels; the total compensation received by the employees; comparison of the total compensation of the affected employees with employees from comparably sized communities; the CPI-All Cities index; stipulations of the parties; and, if the arbitrator determines that the enumerated factors do not provide sufficient evidence for an award, additional factors.

After the hearing, the arbitrator issues a written decision which awards one of the last best offer packages. No split or compromise decisions are allowed; the arbitrator must award one party's entire package. The arbitrator's award is generally final and binding. Although it is subject to appeal, the decision will be upheld unless there is clear evidence that the arbitrator failed to base his or her decision on the factors set forth in the statute.

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 30 collective bargaining agreements with 12 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 373-7530.

Eva Corbin, Sr. Lead Labor Relations Manager	378-8321
Craig Cowan, Sr. Labor Relations Manager	378-5611
Michael Halpern, Labor Relations Manager	378-2705
Lois Harrup, Administrative Assistant	378-3141
Mark Hunt, Sr. Labor Relations Manager	378-3967
Pam Murdock, Office Manager	378-2616
Tom Perry, Labor Relations Manager	378-4201
Cathy Schuh, Sr. Labor Relations Manager	373-7608
Jan Weeks, Sr. Labor Relations Manager	378-6483