

Department of Administrative Services



Chief Human Resources Office

SEIU Briefing
Workplace
Investigations





2020 Secretary of State Audit

2020 Secretary of State Audit produced a critical account of DAS's oversight of certain workplace complaints and investigations (SOS audit report [2020-34](#), *Discrimination and Harassment* reviews).



Secretary of State Oregon Audits Division



Department of Administrative Services
**DAS Needs to Provide Oversight to Improve
Investigations of Workplace Discrimination and
Harassment at State Agencies**

Senate Bill 692



2023 Legislative Session ushered [SB 692](#) into law. The law required DAS to develop a formal training program, introductory and ongoing, for state personnel who conduct HR investigations. The law also mandated agencies governed by ORS 240 use an information system maintained by DAS to track workplace discrimination and harassment investigations. The policy decision to track all workplace investigations was made by DAS leadership and Workday was designated as this central case repository.

July of 2023 all state agencies, boards and commissions were directed to begin entering HR investigation data into Workday. Case conduct and closure labels were developed from agency input to utilize in a drop-down menu with job aids ([Create Case Job Aid](#) and [Investigations Label Job Aid](#)) created to assist HR investigators utilizing case management in Workday. DAS launched a self-directed Workday training module titled *Conducting Workplace Investigations*, which was eventually updated and incorporated into a more comprehensive training module.

Conduct Categories



Agencies input investigation data into 15 general conduct categories, most with additional subcategories for data refinement (approximately 100). The general conduct categories include:

Acceptable Use of Information Assets	Bias
Criminal Conduct	Discrimination and Harassment
Drug Free Workplace	Failure to Meet Expectations
Failure to Meet Legal Job Requirements	Maintaining a Professional Workplace
Weapons in the Workplace	Retaliation
Other Statewide Policy Violations	Safety Violation
Violation of Agency Specific Policy	Violence in the Workplace
Managing Improper Government Conduct	

Resource Webpage and Advisory Group



December of 2023 The Workplace Investigations Resource Webpage and Advisory Group was launched, which includes helpful links and sample forms and documents. The webpage can be found here: [Department of Administrative Services : Workplace Investigations : Chief Human Resources Office : State of Oregon](#)

On this webpage you will also note the creation of a Workplace Investigation Advisory Group, formed to help guide Enterprise workplace investigation efforts. This group meets every other month and welcomes the inclusion of agenda topics that are important to agencies for policy and training considerations relating to workplace investigations.

Training



December of 2023 CHRO launched a comprehensive training module, titled “[DAS- CHRO Conducting Discrimination and Harassment Investigations in the Workplace](#).” This training is mandatory for any employee who conducts or reviews HR workplace investigations.

Ongoing training on investigations. CHRO Senior Statewide HR Consultant Taylor Sorgenfrie leads ongoing monthly training for HR investigators that is more “hands on,” watching mock interview videos and writing reports- to better familiarize HR investigators with best practices. The program delivers training content and provides participants an opportunity to work a fictional investigation process. Investigators are introduced to *trauma informed* investigation practices in this course.

Just Cause Training- 7 Required Steps, Refresher to Statewide HR Business Partners

Policies



March of 2025 CHRO policies 10.025.01 [Human Resources Investigation Practices](#), 50.010.01 [Discrimination and Harassment Free Workplace](#) and 50.010.03 [Maintaining a Professional Workplace](#) were updated to include Workday case management tracking, training, documentation and timeline expectations for agencies.

- Strengthen timelines and training requirements relating to HR investigations
- Update for legal language standards
- Reaffirms mandatory investigation of Discrimination and Harassment complaints
- Executive Service employee complaints must be elevated to DAS
- ***All complaints will be taken seriously***

Complaint Intake Steps



- 1) **Assess Conflict:** CHRO employee receiving complaint should assess if they have a conflict and make an appropriate hand off to another employee if one exists.
- 2) **Acknowledge Complaint:** Attempt to acknowledge the complaint as soon as possible and identify yourself as the CHRO employee initially handling the complainant's concern. Supply your contact information and an anticipated timeline of a more comprehensive response.
- 3) **Safety:** Assess if there is a threat of harm to any individuals and if law enforcement should be involved in the initial complaint response. Additionally, assess if the complainant is expressing safety or discomfort concerns in the workplace that do not rise to the level of law enforcement involvement, but may require considerations for contact mitigation with the respondent.
- 4) **Criminal Conduct:** Assess if the workplace complaint potentially involves violations of Oregon's criminal statutes. Appropriate law enforcement notifications should be made and the EPIC employee should immediately take precautions to firewall the criminal vs workplace investigation (*Garrity* obligations).

Complaint Intake- Continued



4) Statewide Policy: The allegation should be assessed to discern if the reported conduct, if true, would rise to the level of a statewide policy violation. If assessed to be a potential violation of policy, complaints often come with prescribed policy obligations that are unique to the allegation, but all matters have HR considerations- including confidentiality, documentation, management's higher standard of obligation and timeline considerations for appropriate response. Accommodation considerations should also be assessed at this juncture, if the complainant voices these considerations in their complaint. Supply the DAS complaint form if appropriate.

- All allegations of violations of the Statewide Harassment and Discrimination policy are to be distinguished from unprofessional or inappropriate workplace conduct and often provide allegations involving a protected class. The documentation requirements for this particular allegation, which requires a formal investigation, are outlined in the referenced policy (50-010-01).

Complaint Intake- Continued



6) Notifications: Agency notification should be made as soon as practicable. These notifications exceed professional courtesy but potentially mitigates subsequent harm and obtains insight if the allegation has already been investigated. Retaliation mitigation consideration should be considered at this juncture with appropriate notification to the respective agency HR resource or service of direct notice to the respondent. When an agency head, board or commission chair is identified as a respondent, the CHRO employee managing the complaint may have to make this notification directly to the respondent.

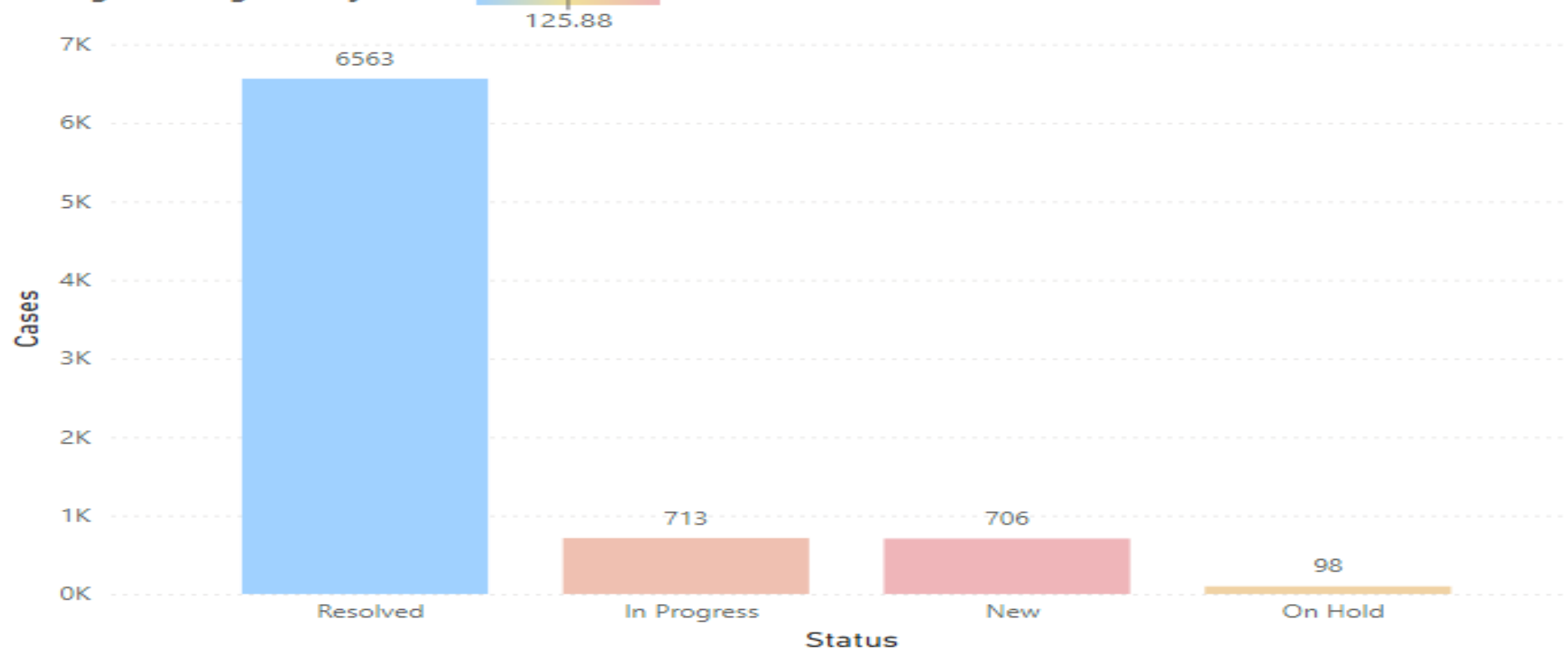
7) Case Routing: Assess the appropriate path for formal case intake and allegation investigation- begin investigation or archive the complaint.

Data- Over 8,000 Cases



Case Breakdown by Status and Age

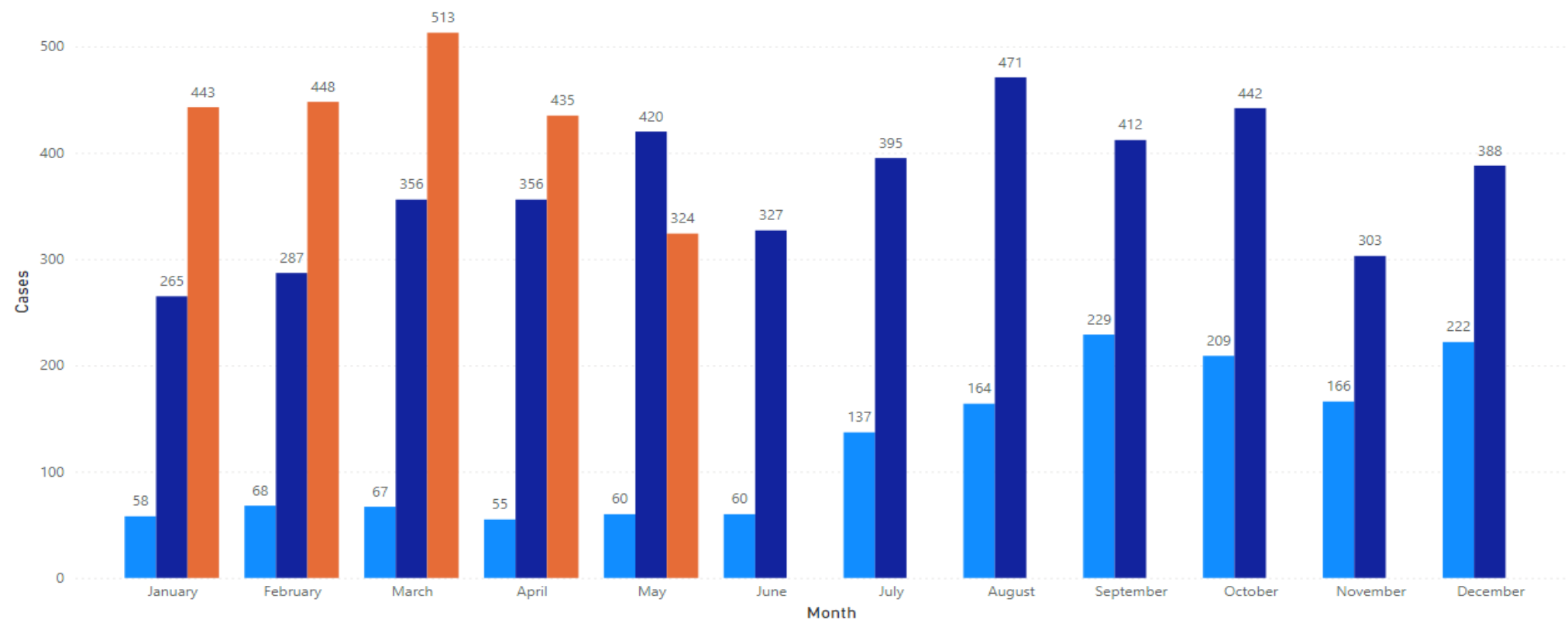
Average Case Age in Days 45.67 125.88 206.10





Trends- Year Over Year

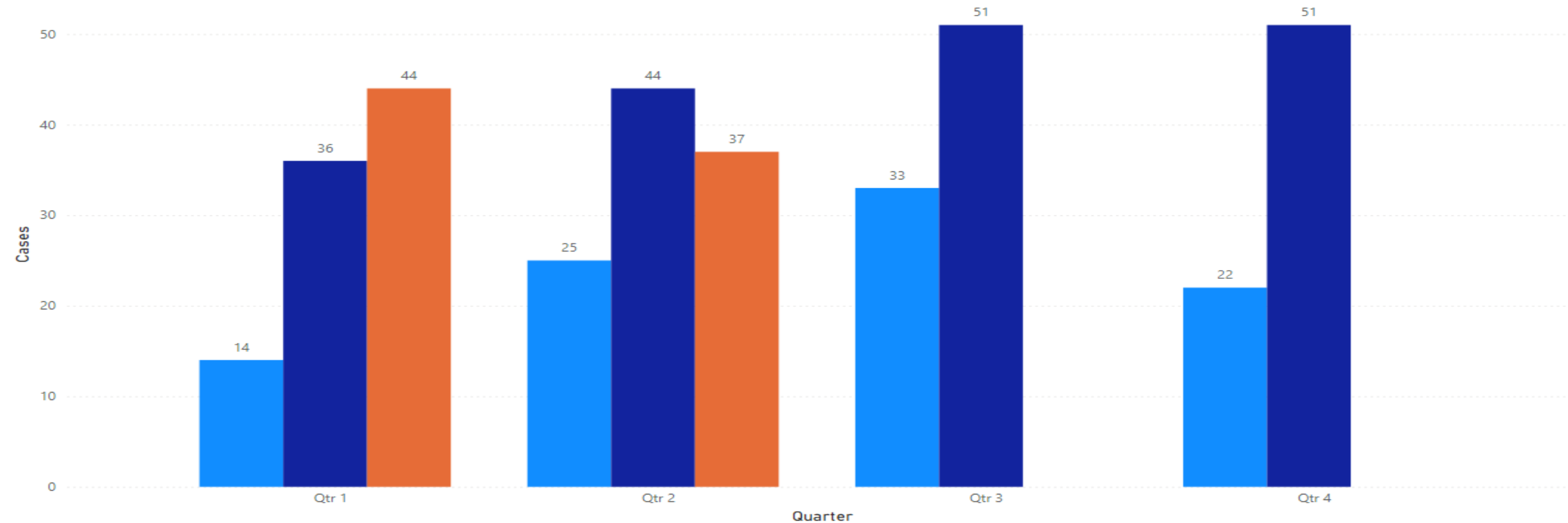
Year ● 2023 ● 2024 ● 2025



DAS CHRO Cases



Year ● 2023 ● 2024 ● 2025



Conduct Mitigation- Big 3



Three categories stand out- 86% of statewide workload

Fail to Meet Agency Expectations (38% of total conduct labels)

Maintaining a Professional Workplace (31% of total conduct labels)

Discrimination and Harassment (17% of total conduct labels)

Big 3 Substantiated Rate



Fail to Meet Agency Expectations (66% of complaints substantiated)

Maintaining a Professional Workplace (47% of complaints substantiated)

Discrimination and Harassment (20% of complaints substantiated)*

**Substantiated findings often are for another conduct category*

Here We Are



Discussion and Questions

CHRO Policy, Investigations and Compliance

- CHRO.Investigations@das.Oregon.gov
- [Department of Administrative Services :
Workplace Investigations : Chief Human
Resources Office : State of Oregon](#)



2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE
Management Proposal
May 22, 2025

EMPLOYER PACKAGE PROPOSAL - D

ARTICLE/LOA	VERSION	DATE OF REFERENCE
ARTICLE 14—NEGOTIATION PROCEDURES	Management Proposal	May 8, 2025
ARTICLE 19—PERSONNEL RECORDS	Management Proposal	February 13, 2025
ARTICLE 20—INVESTIGATIONS, DISCIPLINE AND DISCHARGE		CCL
ARTICLE 106—LABOR MANAGEMENT COMMITTEES	Union Proposal	February 27, 2025
LOA-00.00-19-361—CONTRACT SPECIALISTS	Management Proposal	See attached
NEW LOA—NAME TRUNCATION		Union Withdraw

2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE
Management Counter Proposal
May 22, 2025

LETTER OF AGREEMENT 00.00-19-361

Contract Specialist

This Letter of Agreement is entered into between the Department of Administrative Services (DAS) of the State of Oregon (Employer) and the SEIU Local 503, OPEU (Union).

The purpose of this Agreement is to establish Employer paid Contract Specialists to improve the labor/management relationship at all levels of state government.

The Parties agree to the following:

Section 1. Selection and Appointment of Contract Specialists:

- a. Each Coalition will be allocated one (1) full-time equivalent (FTE) Contract Specialist for every two thousand (2,000) represented employees with a minimum of at least one (1) full-time equivalent (FTE) Contract Specialist(s). Every effort will be made to distribute the Contract Specialists as equitably as possible between the agencies in each Coalition within each selected group and between consecutive groups.
- b. The selection and appointment of a Contract Specialist shall be mutually agreed upon by the Employer and Union.

- 23 c. The duration of a Contract Specialist's assignment shall be mutually agreed upon by
24 the Employer and Union, including any extensions.
25
- 26 d. The Parties shall establish an agreement for each Contract Specialist which shall be
27 signed by all Parties stipulating to the terms and conditions of the Contract Specialist
28 assignment and return to work.
29
- 30 e. Employees selected as Contract Specialists must maintain all necessary
31 certifications, licensures and training requirements of their Agency position with costs
32 and reimbursements, if applicable, governed under the Collective Bargaining
33 Agreement.
34
- 35 f. In the event the Employer/Agency determines a Contract Specialist is potentially
36 violating law or not complying with Employer/Agency policies or the Section 1(d)
37 Agreement, the Agency shall immediately notify the Union. The Agency shall follow
38 the provisions of Article 20 – Investigations, Discipline and Discharge, to initiate and
39 complete their investigation. Before any Agency action is taken, the Union may
40 remove the employee from the assigned worksite.
41
- 42 g. Upon return to service, the employee shall be returned to the same class and the
43 same work location as held when the leave was approved. Where return to the
44 employee's former position can be reasonably accommodated such return shall be

made. **When applicable, Contract Specialists may take part in the shift bidding process for their base position while on assignment as a Contract Specialist.**

Section 2. Pay and Benefits:

a. The Agency shall continue to pay base salary and benefits, which includes pension contribution, insurance and paid leave time, consistent with what they earned before their appointment. Employees appointed as a Contract Specialist shall remain eligible for any pay or accrual increases consistent with the Collective Bargaining Agreement. Employees appointed as a Contract Specialist shall not be eligible for reimbursement for uniforms, boots or other ancillary items while serving as a Contract Specialist.

b. The Agency shall place the Contract Specialist on leave with pay for the duration of the assignment. The calculation of seniority shall be consistent with the terms of the Collective Bargaining Agreement.

c. Contract Specialists **will enter their time electronically, including any leave used during the assignment.** ~~shall submit monthly timesheets, which shall be signed and verified by the Executive Director or designee of the Union. All leave taken, regardless of type, must be clearly identified.~~ Time missed due to any “on the job” injury is the responsibility of the Union. **Contract Specialists will keep their existing agency-issued equipment, such as a laptop, for use in their role as a Contract Specialist, including time entry and receiving statewide employee emails. Contract Specialists who do not have agency-issued equipment will be provided a mechanism to complete time entry and receive statewide emails. The**

mechanism will be outlined in the contract specialist's individual agreement.

While on this assignment, they will not perform regular agency work.

d. Where the Union has a designated Contract Specialist, the Agency shall pay up to eighty-five thousand dollars (\$85,000) a year for the Contract Specialist's base salary. Any salary costs above eighty-five thousand dollars (\$85,000) a year shall be paid by the Union by reimbursing the Agency using Agency established policies and procedures for reimbursement.

e. The Agency shall not be liable for any overtime costs while the Contract Specialist is on assignment with the Union.

Section 3. Travel and Reimbursements:

a. Time spent traveling on behalf of the Union **during regularly scheduled hours** shall be on Agency time. The Agency shall not be liable for overtime costs as a result of such travel.

b. The Union shall be responsible for all travel expenses, including, but not limited to mileage, lodging, meals and other incidental travel expenses.

c. Contract Specialists shall not use or be assigned a state car for travel.

Section 4. Duties:

a. The Union, the Contract Specialist, DAS Labor Relations Unit, and Agency Human Resources staff shall work cooperatively when performing the following duties:

1. Interpret and administer the Collective Bargaining Agreement.

2. Education on the Collective Bargaining Agreement.

3. Provide guidance in grievance and problem resolution.

4. Improve steward capacity.

5. Work toward consistent application of the Collective Bargaining Agreement.

6. Provide guidance on developing and improving labor/management committees.

7. Participate in new employee orientation as provided for in the Collective Bargaining Agreement.

8. **Attend labor/management committee meetings as a non-decision-making participant, unless it is a labor /management committee where the Contract Specialist has been elected/appointed.**

b. The Contract Specialist shall follow all applicable Employer and Agency policies while serving in the capacity of a Contract Specialist. **If the Union receives a complaint**

from an employee about a Contract Specialist's behavior in the workplace, the union shall immediately notify DAS Labor Relations.

The Contract Specialist shall not be assigned duties that involve **the following:** strike preparation, strike planning, strike coordination activities, interest arbitration preparation, **process grievances, leading contract negotiations, acting in the role of a union steward,** and participation and other actions taken by the Union in a legal forum.

- c. **Contract Specialists who remain in their official union delegate or board member role during their Contract Specialist assignment are required to use accrued leave or temporarily modify their schedule while performing official union delegate or board duties during their regularly scheduled hours.**

Dispute Resolution:

Notwithstanding any agreements that include a grievance/arbitration procedure, if there is a disagreement between the Employer and the Union regarding the interpretation and application of this Agreement, the Employer and Union shall meet and attempt to resolve the matter. If, after fourteen (14) calendar days there is no resolution, the moving party may request arbitration. The Parties shall use the arbitration procedure outlined in the agreement where the employee is employed.

Indemnification:

The Union shall indemnify and the Union and Contract Specialists hold the Employer and Agency harmless against any and all claims, damages, suits or other forms of liability

which may arise out of any action taken or not taken by the Employer/Agency for the purpose of complying with this Letter of Agreement on Contract Specialists.

The Union shall not indemnify the Employer/Agency for grievance/arbitration disputes.

Term of Agreement:

This Agreement becomes effective on the date of the last signature and ends on June 30, 2023 ~~2027~~ unless the Parties agree to extend or amend its provisions to continue it.