

2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**Union Proposal****June 5, 2025****UNION PACKAGE PROPOSAL - C**

ARTICLE/LOA	VERSION	DATE OF REFERENCE
ARTICLE 43—CAREER DEVELOPMENT	Union Proposal	April 9, 2025
ARTICLE 55—PERSONAL LEAVE DAYS	Union Proposal	See attached
ARTICLE 56—SICK LEAVE	Union Proposal	See attached
ARTICLE 57—BEREAVEMENT LEAVE	Management Revised Proposal	May 21, 2025
ARTICLE 58—HOLIDAYS	Union Proposal	See attached
ARTICLE 59—ELECTION DAYS	Management Proposal	May 21, 2025
ARTICLE 61—LEAVE OF ABSENCE WITHOUT PAY	Union Proposal	April 4, 2025
ARTICLE 66—VACATION LEAVE	Union Proposal	See attached
ARTICLE 136—CRITICAL INCIDENT LEAVE	Management Proposal	May 21, 2025

1 **ARTICLE 55--PERSONAL LEAVE DAYS**

2 **Section 1.** All employees after completion of six (6) months of service shall be entitled to receive
3 personal leave days in the following manner:

4 (a) All full-time employees shall be entitled to twenty-four(24) hours of personal leave with pay
5 each fiscal year. **Employees who work fully in-person will receive an additional eight**
6 **(8) hours of personal leave with pay each fiscal year.**

7 (b) Part-time, seasonal, and job share employees shall be granted such leave in a prorated amount
8 of **personal leave as outlined in 1(a)** ~~twenty four(24) hours~~ based on the same percentage
9 or fraction of month they are hired to work, or as subsequently formally modified, provided
10 it is anticipated that they will work 1,040 hours during the fiscal year.

11 **Section 2.** Personal leave shall not be cumulative from year to year nor is any unused leave
12 compensable in any other manner.

13 **Section 3.** Such leave may be used by an employee for any purpose they desire and may be taken
14 at times mutually agreeable to the Agency and the employee.

15

1 **ARTICLE 56--SICK LEAVE**

2 **Section 1. Sick Leave with Pay.** Sick leave with pay for employees shall be determined in the
3 following manner:

4 (a) Eligibility for Sick Leave with Pay. Employees shall be eligible for sick leave with pay
5 immediately upon accrual.

6 (b) Determination of Service for Sick Leave with Pay. Actual time worked and all leave with
7 pay, except for educational leave, shall be included in determining the pro-rata accrual of
8 sick leave credits each month.

9 (c) Accrual Rate of Sick Leave with Pay Credits. Full-time employees shall accrue eight (8)
10 hours of sick leave with pay credits for each full month they are in pay status. Employees
11 who are in pay status for less than a full month shall accrue sick leave with pay on a prorated
12 basis.

13 **Section 2. Utilization of Sick Leave with Pay.** Employees who have earned sick leave credits
14 shall be eligible for sick leave for any period of absence from employment due to any of the
15 following reasons:

- 16 • illness;
- 17 • bodily injury;
- 18 • disability resulting from pregnancy;
- 19 • necessity for medical or dental care;
- 20 • preventive routine health care, including but not limited to screenings, services and
21 counseling to help prevent illness;
- 22 • appointments associated with any benefit included in employee health, dental and
23 vision plans;

- if the employee is a victim of domestic violence, harassment, sexual assault, or stalking;
or the parent or guardian of a minor child or dependent who is a victim of domestic
violence, harassment, sexual assault or stalking, pursuant to ORS 659A.270 through
659A.290;
- attendance at an employee assistance program;
- exposure to contagious disease;
- for the emergency repair of personal assistive devices which are medically necessary
for the employee to perform assigned duties;
- Parent (includes biological, adoptive, stepparent, foster parent, or legal guardian, or the
parent of your spouse/domestic partner, or your parent's spouse/domestic partner, or in
loco parentis), child (includes biological, adopted, stepchild, or foster child;
spouse/domestic partner's child, or the child's spouse/domestic partner, or a child for
whom the employee stood in loco parentis), sibling or stepsibling or the sibling's or
stepsibling's spouse or domestic partner, grandparent or the grandparent's spouse or
domestic partner, grandchild or the grandchild's spouse or domestic partner, members
of the immediate household, or an individual who is related by affinity to the employee.
 - When an employee uses sick leave to care for a family member who is related by
affinity, the agency may require the employee to attest in writing that the employee
and the person cared for have a significant personal bond that, when examined
under the totality of the circumstances is like a family relationship.
- parental leave.

The employee has the duty to insure that they make other arrangements, within a reasonable
period of time, for the attendance upon children or other persons in the employee's care.

Certification of an attending physician or practitioner may be required by the Agency to support the employee's claim for sick leave if the employee is absent in excess of seven (7) days, or if the Agency has evidence that the employee is abusing sick leave privileges. The Agency may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the Agency has reason to believe that the employee's return to work would be a health hazard to either the employee or to others. (See Section 9 for FMLA & OFLA.) **The employee shall not be expected to perform any work duties while they are utilizing sick leave.**

Section 3. Sick Leave Exhausted.

(a) After earned sick leave has been exhausted, the Agency shall grant sick leave without pay for any job-incurred injury or illness for a period which shall terminate upon demand by the employee for reinstatement accompanied by a certificate issued by the duly licensed attending physician that the employee is physically and/or mentally able to perform the duties of the position.

(b) After earned sick leave has been exhausted, the Agency may grant sick leave without pay for any non-job-incurred injury or illness of a continuous and extended nature to any employee upon request for a period up to one (1) year. Extensions of sick leave without pay for a non-job-incurred injury or illness beyond one (1) year may be approved by the Agency.

(c) The Agency or the administrator may require that the employee submit a certificate from the attending physician or practitioner in verification of a disability, or its continuance resulting from a job-incurred or non-job-incurred injury or illness. Any cost associated with the supplying of a certificate concerning a job-incurred injury or illness that is not covered by Workers' Compensation benefits shall be borne by the employing Agency. Any cost associated with the supplying of a certificate concerning a non-job-incurred injury or illness

shall be borne by the employee. In the event of a failure or refusal to supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude that employee from the performance of duties, such sick leave may be canceled and the employee's service terminated.

(d) After all earned sick leave has been exhausted an employee may request in advance, in cases of illness, to use other paid leave. The Employer may grant such requests and may require that the employee provide verification from an attending physician of such continuous and extended illness. Such requests shall not be unreasonably denied.

(e) An employee with a serious medical condition who has exhausted available leave balances may submit a written request to receive a "medical separation." A medical separation is defined as a voluntary resignation for medical reasons. The Employer shall grant a written request for a medical separation, unless the employee is under investigation for performance and/or misconduct unrelated to their exhaustion of leave. Employees who receive a medical separation will be notified of the reemployment provision in Article 45, Section 2(c).

Section 4. Restoration of Sick Leave Credit. Employees who have been separated from state service and return to a position (except as temporary employees) within two (2) years shall have unused sick leave credits accrued during previous employment restored.

Section 5. Transfer of Accruals. An employee shall have all of their accrued sick leave credits transferred when the employee is transferred to a different state Agency.

Section 6. Workers' Compensation Payment. Sick leave resulting from a condition incurred on the job and also covered by Workers' Compensation, shall, if elected to be used by the employee, be used to equal the difference between the Workers' Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued

sick leave. Should an employee who has exhausted earned sick leave elect to use accrued leave during a period in which Workers' Compensation is being received, the salary paid for such period shall be equal to the difference between the Workers' Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued leave.

No employee shall be required to utilize leave while receiving time loss benefits.

Section 7. Assumption of Sick Leave. Whenever an Agency of the State assumes control over the functions of a local government Agency within the State of Oregon, such state Agency may assume the unused sick leave that was accrued by an employee of the local government Agency during employment therewith, provided the employee accepts an appointment, without a break-in-service, to that Agency. Should the monthly sick leave accrual rate of the local government Agency be greater than that of the state Agency, the maximum amount of sick leave assumable by the state Agency shall be computed on the basis of the following formula:

$$\frac{\text{Monthly Accrual Rate of State Agency}}{\text{Monthly Accrual Rate of Local Agency}} \times \text{Balance of Local Agency Sick Leave} = \text{Maximum Sick Leave Assumable}$$

Should the monthly sick leave accrual rate of the local government Agency be less than that of the state Agency, the maximum amount of sick leave assumable by the state Agency shall be the amount of unused sick leave accrued during employment with the local government Agency.

Section 8. Hardship Leave.

These provisions shall apply for the purpose of allowing employees to donate accrued vacation leaves and compensatory time for use by eligible recipients as sick leave. Agencies will allow employees to make donations of accumulated compensatory time or vacation leave, not to exceed the hours necessary to cover for the qualifying absence as provided in paragraph (d), to a coworker in that Agency or different Agency. To donate to a specific employee in a different Agency, the employee (donor) must submit a written request to their appointing authority/designee. The appointing authority or designee from both the donor's and recipient's agencies may authorize the transfer of donated leave between agencies, subject to restrictions on the use of dedicated funding sources and/or other legitimate business reasons. Authorization for transfer of donated leave shall not be unreasonably denied. For purposes of this Agreement, hardship leave donations will be administered under the following stipulations and the terms of this Agreement shall be strictly enforced with no exceptions.

(a) The recipient and donor must be regular employees.

(b) The Employer shall not assume any tax liabilities that would otherwise accrue to the employee.

(c) Use of donated leave shall be consistent with those provisions found under Article 56, Section 2.

(d) Applications for hardship leave shall be in writing and sent to the Agency's Personnel Section and accompanied by the treating physician/practitioner's written statement certifying that the illness or injury, including medical appointments for treatment of the illness or injury,

will continue for at least fifteen (15) days following donee's projected exhausting of the accumulated leave ~~and the total leave is at least thirty (30) consecutive calendar days of absence in combination of paid and unpaid leave.~~ Donated leave may be used intermittently for the same event after the employee has satisfied the eligibility requirements to receive donated leave.

(e) Donations shall be credited at the recipient's current regular hourly rate of pay.

(f) Accumulated leave includes but is not limited to sick, vacation, personal, and compensatory leave accruals.

(g) Employees otherwise eligible for or receiving workers' compensation will not be considered eligible to receive donations under this agreement until worker's compensation benefits are exhausted.

Section 9. Federal Family Medical Leave Act (FMLA), the Oregon Family Leave Act (OFLA) and the Oregon Military Family Leave Act (OMFLA). Oregon state government

provides leave to employees according to the FMLA, OFLA and OMFLA. The provisions shall be as provided in the statewide Family and Medical Leave Policy (60.000.15). Employees on a continuous block of leave may retain up to sixty (60) hours of either vacation or compensatory time for use upon returning to work. Designation to retain the leave shall be made in writing within five (5) business days of the beginning of the qualifying leave. In no instance shall an Agency restore leave or recoup pay as the result of such designation. Once the designation has been made and approved and the employee is on leave without pay status, that status will continue for the duration of the leave. Such employees are not eligible to receive hardship leave donations.

Any grievance alleging a violation of FMLA or OFLA will be submitted in writing within thirty (30) days of the date the grievant or the Union knows, or by reasonable diligence should have

known, of the alleged grievance, directly to the Agency Head or designee. The Agency Head shall respond within fifteen (15) calendar days after receipt of the grievance. All unresolved grievances may be submitted by the grievant or the Union to BOLI or the Department of Labor, whichever is appropriate.

Section 10. Paid Leave Oregon.

Paid Leave Oregon is administered by the Oregon Employment Department. The State of Oregon, as an Employer, shall comply with the provisions of Paid Leave Oregon, as provided for in the DAS statewide Paid Leave Oregon Policy (60.000.04).

1 **ARTICLE 58--HOLIDAYS**

2 Section 1. The following holidays shall be recognized and paid for at the regular straight time rate
3 of pay:

4 (a) New Year's Day on January 1.

5 (b) Martin Luther King, Jr.'s Birthday on the third Monday of January.

6 (c) Presidents' Day on the third Monday in February.

7 (d) Memorial Day on the last Monday in May.

8 (e) Juneteenth on June 19.

9 (f) Independence Day on July 4.

10 (g) Labor Day on the first Monday in September.

11 (h) **Indigenous People's Day on the second Monday in October.**

12 (i) Veterans' Day on November 11.

13 (j) Thanksgiving Day on the fourth Thursday in November.

14 (k) The Friday after Thanksgiving.

15 (l) Christmas Day on December 25.

16 (m) Every day appointed by the Governor as a holiday.

17 Section 2. Subject to the operational needs of the Agency, with at least thirty (30) days' notice to
18 their supervisor, an employee shall be granted time off to observe religious or cultural holidays
19 not recognized in Section 1 of this Article. If approved, the employee shall have the option of
20 utilizing accrued leave other than sick leave, taking leave without pay, or temporarily modifying
21 their work schedule in accordance with Article 90, Section 4.

22 Section 3. Special Day. In addition to the holidays specified in this Article, full-time employees
23 shall receive eight (8) hours of paid leave. Part-time, seasonal, and job share employees shall

receive a prorated share of eight (8) hours of paid leave at their regular straight time rate of pay based upon the same percentage or fraction of month, as they are normally scheduled to work. Employees may request the option of using this paid leave on any workday during the calendar year. Approved usage of this leave shall be taken in a single block of time and granted on a basis which shall preclude the closure of state facilities.

Section 4. Holiday Eligibility. All employees will receive up to eight (8) hours of holiday pay for recognized holidays in Section 1 above, pursuant to (a), (b) and (c) below. Holiday pay shall be based on an eight (8) hour day.

(a) If an employee is hired or separates on a holiday, the employee shall receive pay for the holiday.

(b) A full-time employee receives eight (8) hours of holiday pay for each paid holiday.

(c) Part-time, hourly, seasonal part-time and seasonal full-time hourly employees will receive a prorated share of the eight (8) hours of holiday pay based on the number of paid hours worked as compared to the total number of possible work hours in the month or pay period. The holiday shall not count as part of the total possible work hours in the month or pay period or the total hours worked and shall be calculated as follows:

$$\frac{\text{Total Paid Hours}}{\text{Total Hours in Month or Pay Period}} \times \frac{\text{Holiday Hours}}{\text{Total Hours in the Month}}$$

NOTE: Nothing in this Article is intended to change the Employer's practice with respect to scheduling and closures permitted under this Agreement, nor the granting of paid leave during such times.

(d) Transfers To and From Another Agency:

(1) When compensable, non-workdays such as a holiday, sick leave, or vacation leave which come between the separation date in the losing Agency unit and the subsequent hire date in the gaining Agency, the gaining Agency is liable for all of the compensable non-workdays.

(2) The beginning date of employment in the gaining Agency must be the first compensable non-workday following separation from the losing Agency.

Section 5. Work on a Holiday. Employees required to work on days recognized as holidays which fall within their regular work schedules shall be entitled, in addition to their regular monthly salary, to compensatory time off, or to be paid in cash as provided in Articles 32.1-32.5 (Overtime). Compensatory time off or cash paid for all time worked shall be at the rate of time and one-half (1 ½). The rate at which an employee shall be paid for working on a holiday shall not exceed the rate of time and one-half (1 ½) their straight time rate of pay.

Section 6. Observance.

(a) When a holiday specified in Section 1 of this Article falls on a Saturday, the preceding Friday shall be recognized as the holiday. When a holiday specified in Section 1 of this Article falls on a Sunday, the following Monday shall be recognized as the holiday.

(b) When a holiday specified in Section 1 of this Article falls on a regularly scheduled day off, the employee shall have the choice of receiving an alternate eight (8) hours of compensatory straight time or straight-time pay. Part-time, seasonal, and job share employees will receive a prorated amount of compensatory time or straight-time pay based on the calculation in Section 3(b).

(c) However, the Parties recognize that some positions must be staffed on holidays, and that employees in these positions cannot be released from duty on those holidays. Part (a) of this

67 Section shall not apply to employees in these positions and the holiday shall be observed on
68 the actual day specified in Section 1. Employees filling such positions will be notified in
69 writing prior to hiring or when their work assignment is changed that they may have to work
70 on certain holidays.

71 Section 7. Leave Accounts. An employee's leave account shall not be charged for a holiday which
72 occurs during the use of earned vacation or earned sick leave.

73 Section 8. Work Out-of-Class. Employees assigned to work out-of-classification in accordance
74 with Article 26 Section 10--Work Out-of-Classification shall receive holiday pay at the higher
75 rate of pay, if the holiday falls during their work out-of-classification assignment.

76

ARTICLE 66--VACATION LEAVE

Section 1. Vacation Leave Accrual. Vacation leave shall be accrued or prorated on the appropriate schedule below for (a) full-time employees; (b) seasonal employees; and (c) part-time employees. Employees who are new to state service may use accrued vacation leave during the first six (6) months of employment; however, if an employee separates from state service prior to the completion of six (6) months, any accumulated vacation time not utilized will be lost and is not compensable upon separation.

Length of State Service:	Vacation Accrual Rate:
Initial appointment to state service (a) through 5 th year; (b) 5 th annual season; or, (c) 60 th months.	8 <u>10</u> hours per month
After (a) 5 th year through 10 th year; (b) 5 th annual season through 10 th annual season; or, 10 <u>11.34</u> hours per month (c) 60 th month through 120 th month	
After (a) 10 th year through 15 th year; (b) 10 th annual season through 15 th annual season; 12 <u>13.34</u> hours per month or, (c) 120 th month through 180 th month.	
After	14 <u>15.34</u> hours per month

- (a) 15th year through 20th year;
(b) 15th annual season through 20th annual season;
or,
(c) 180th month through 240th month.

After

- (a) 20th year through 25th year;
(b) 20th annual season through 25th annual season; ~~16~~ 17.34 hours per month
or,
(c) 240th month through 300th month.

After

- (a) 25th year;
(b) 25th annual season; or, ~~18~~ 19.34 hours per month
(c) 300th month.

8

9 Employees who are in pay status for less than a full month shall accrue vacation leave on a prorated
10 basis.

11 Part-Time Employees Computation. A part-time employee shall accrue vacation leave on a pro-
12 rata basis per the same schedule as full-time employees.

13 Seasonal Employees Computation. Seasonal employees who are new to state service may use
14 accrued vacation leave during their first one thousand forty (1,040) hours of employment;
15 however, if a seasonal employee separates from state service prior to the completion of those one
16 thousand forty (1,040) hours, any accrued vacation time not utilized will be lost and is not
17 compensable upon separation. When the seasonal employee has completed a combination of

seasonal periods totaling one-thousand forty (1,040) hours, they are entitled to have unused accrued vacation paid to them upon separation. In accumulating one-thousand forty (1,040) hours of service, time worked prior to a break-in-service may be credited if the break does not exceed two (2) seasons. An employee may not be credited with more than one (1) season during a calendar year.

Section 2. Vacation Leave for New or Separating Employees.

(a) New employees who begin work in the middle of a month or pay period earn vacation credits on a prorated basis for the first partial month or pay period.

(b) Separating employees who are eligible will be paid for unused vacation leave accrued through the last full calendar month or pay period of service, based on each employee's work schedule. If the employee does not work or is not in pay status through the last regularly scheduled workday in the last calendar month or pay period, payment for such month or period shall be made on a pro-rata basis.

Separation of an employee may fall on any given day of the month, either as designated by the employee in their letter of resignation or by the Agency in the notice of involuntary separation.

(c) Separating employees who are eligible will be paid for accumulated vacation leave and compensatory time at the hourly rate equivalent to their base rate at the time of separation.

Section 3. Compensation for use of accrued vacation shall be at the employee's prevailing straight time rate of pay.

Section 4. In the event of separation or layoff any unused vacation up to three-hundred (300) hours will be paid to the employee.

Section 5. In the event of an employee's death, all monies due for accumulated vacation and salary shall be paid as provided by law.

Section 6. An employee who has lost work because of a job-related illness or injury shall not suffer a reduction in vacation credits. Vacation credits shall continue to be earned while an employee is using earned sick leave.

Section 7. Service with a jury shall be considered time worked.

Section 8. If an employee has a break-in-service and that break does not exceed two (2) years, they shall be given credit for the time worked prior to the break-in-service.

Section 9. Time spent in actual State service or on Peace Corps, military, educational, or job-incurred disability leave without pay shall be considered as time in the State service for determining length of service for vacation accrual rate.

Section 10. Vacation hours may accumulate to a maximum of three-hundred fifty (350) hours.

Section 11. Authorization of Use. Upon transfer of an employee with six (6) months of State service to a different Agency covered by the Agreement, the employee may elect to have a maximum of one-hundred (100) hours of accrued vacation credits transferred to the gaining Agency, except the gaining Agency may agree to accept a greater amount of accrued vacation credits. The employee shall be paid in cash for that portion of accrued vacation credits not transferred.

Upon transfer of an employee with less than six (6) full months of service to a different Agency represented by SEIU Local 503, OPEU, all vacation credits accrued shall be transferred to the gaining Agency.

Section 12. Should an employee who has exhausted earned sick leave elect to use vacation leave during a period in which Workers' Compensation is being received, the salary paid for such period

shall be equal to the difference between the Workers' Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued vacation leave. No employee shall be required to utilize vacation leave while receiving time loss benefits.

Section 13. After all earned sick leave has been exhausted an employee may request in advance, in cases of illness, to use earned vacation leave. The Employer may grant such requests and may require that the employee provide verification from an attending physician of such illness. Such leave shall not be unreasonably denied.

Section 14. No employee may be placed on vacation leave and no accrued vacation time may be utilized without specific authorization of the employee except:

- (a) That employees shall have their vacation time paid in full when they take education leave without pay in excess of ninety (90) days;
- (b) That in any other leave of absence without pay that exceeds fifteen (15) days, the employees shall be required to use their accumulated vacation. Bargaining unit members may not be required to take vacation when leaving for military or reserve service as per Title 38, USC Chapter 43, or parental leave until after thirty (30) days;
- (c) As provided for set-off of damages or misappropriation of state property or equipment on termination;
- (d) To avoid losing vacation the employee must request vacation leave. When such leave is impossible a cash payment of not more than sixty (60) hours shall be made. In lieu of cash payment, the Employer shall schedule time off in excess of three-hundred and fifty (350) hours within sixty (60) days prior to the date the vacation leave would reach three-hundred and fifty (350) hours. Hours earned over three-hundred and fifty (350) hours will be

immediately lost to the employee if the equivalent of those hours is not used prior to the month of maximum accrual.

Section 15. Vacation Cash Out. In each calendar year, an employee may make a one-time request to cash out and receive payment for up to forty (40) hours of vacation. In order to be eligible to cash out vacation hours, the employee must be a regular status employee and have a remaining vacation balance of sixty (60) hours or more. Vacation leave that has been pre-approved will be considered when the request is made in order to determine if they will maintain the minimum vacation balance requirement.

Employees who have a vacation balance of two hundred (200) hours or more may cash out and receive payment for up to forty (40) hours of vacation once between January 1 and June 30 and once between July 1 and December 31.

Section 16. Military Donated Leave. The Parties acknowledge that the State of Oregon administers a donated leave program to supplement military wages. As such, an employee may donate any portion of their accrued vacation to an eligible individual participant or to the program donation pool for distribution to eligible participants, as long as the program continues to exist.