

2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE
Management Package Proposal
June 18, 2025

EMPLOYER PACKAGE PROPOSAL - H

ARTICLE/LOA	VERSION	PROPOSAL/REFERENCE DATE
ARTICLE 32—OVERTIME		CCL
ARTICLE 34—STANDBY DUTY/ON-CALL DUTY		CCL
ARTICLE 138—WORKING REMOTELY		CCL
ARTICLE 123—INCLEMENT WEATHER/HAZARDOUS CONDITIONS	Management Proposal	See Attached
NEW LOA—SEASONAL AND INTERMITTENT WORKFORCE COMMITTEE	Management Proposal	See Attached
ARTICLE 71—SEASONAL AND INTERMITTENT EMPLOYEES		CCL
NEW LOA—WORKLOAD MODEL		Union Withdraw
ARTICLE 86—WORKLOAD PRIORITIZATION	Management Proposal	See Attached
NEW LOA—32 HOUR WORKWEEK		Union Withdraw

ARTICLE 123--INCLEMENT OR HAZARDOUS CONDITIONS**Section 1. Closures and Curtailments.**

(a) Closures and curtailments will be announced through pre-designated sites, which may include internet websites, telephone trees, radio stations and/or television media. The Agency shall notify employees of these designated sites and post the notices on Agency bulletin boards by November 1 of each year.

(b) The Employer/Agency designated official(s) may close or curtail offices, facilities, or operations because of inclement weather, hazardous conditions or the worksite being inaccessible in accordance with the statewide Temporary Interruption of Employment Policy (60.015.01). The Employer/Agency will make reasonable efforts to announce such closure or curtailment to employees no later than 5:00 a.m. However, the Parties recognize that circumstances may delay the notice, in which case, the Employer/Agency will announce the closure or curtailment as soon as the decision is made. Notifications do not apply to employees who are essential employees.

(c) Where there ~~is an~~ Employer/Agency has announced a delayed opening pursuant to Section 1(~~be~~), employees are responsible for continuing to monitor the reporting sites for updated information related to the delay or potential closure. Employees may be allowed up to two (2) hours commuting time as reasonably needed to report for work after a delayed opening has been announced. Where an employee arrives late due to this extended commute, they may temporarily modify their schedule with

manager's approval, or cover the time with accrued sick leave, vacation, compensatory time off, personal leave or approved leave without pay.

Section 2. Inclement Weather and Hazardous Conditions Leave for Fair Labor Standards Act (FLSA) Non-Exempt Permanent, Limited Duration, and Seasonal Employees (Non-essential).

~~(a) Curtailment (Delayed Opening). In the event of a curtailment (delayed opening), the affected employee shall be allowed to access inclement weather/hazardous conditions leave for the duration of the curtailment that occurs during their regularly schedule work day, up to forty (40) hours a biennium.~~

(b) Full Day Closure or Curtailment (Delayed Opening). In the event of a full day closure or curtailment, the employee may, with prior supervisory approval, work from home or an alternate work location. Alternate worksites assigned will not be more than fifty (50) miles from the employee's original worksite.

(1) The employee will use accrued vacation hours, compensatory time off, personal leave time, leave without pay or inclement weather/hazardous conditions leave (not to exceed forty (40) hours a biennium) in any of the following situations

- i. When no work is available,
- ii. When no alternate work location is available, or
- iii. the employee is approved to work from home, but is unable to do so for reasons beyond their control.

If the employee declines to work from an alternate worksite, the employee will use accrued vacation hours, compensatory time off, personal leave time, or leave without pay.

- (2) The employee may, with Agency prior approval, temporarily adjust their work hours during the same workweek to make up for hours not worked. The Agency shall not suffer any overtime or penalty payments as a result of this schedule change. The employee may be approved to temporarily modify their work schedule to engage in training through the electronic employee training platform or other Agency approved resources remotely. Employees engaging in these options will waive their shift differential for such time.
- (3) Once the forty (40) hours of inclement weather/hazardous conditions leave is used, if there are more Agency closures or curtailments during the biennium, the employee will use accrued vacation hours, personal leave or compensatory time off, leave without pay or, with prior Agency approval, temporarily adjust their work hours during the same workweek. The Agency shall not suffer any overtime or other penalty payments as a result of the change in schedule.
- (4) Employees will not be eligible for inclement/hazardous conditions leave when their regular days off occur on a day the Agency closes an office or facility, or when the employee is on prescheduled leave or already scheduled to work from an alternate location. Only employees who are scheduled to report to work at the location which is closed or curtailed, the day of the closure or curtailment, are eligible for any use of the inclement weather leave.
- (5) Inclement weather/hazardous conditions leave shall not count as hours worked for the purpose of overtime calculation.
- (6) Inclement weather/hazardous conditions leave not used during a biennium will be lost and will not be rolled over into the next biennium. Inclement

weather/hazardous conditions leave is not compensable if the employee separates from state service.

(7) Part-time and job share employees shall be granted such leave in a prorated amount of forty (40) hours per biennium based on the same percentage or fraction of FTE (full-time equivalent) they are hired to work.

(8) Seasonal employees shall be granted a prorated amount of leave based on the amount of time anticipated they will work in the biennium at the time of hire. For example, if the employee is being hired for a six (6)-month equivalent FTE, they would receive ten (10) hours. The time will not be re-adjusted if the employee is hired into subsequent seasonal positions within the biennium or works longer than originally anticipated.

(9) When, in the judgement of the Agency, inclement weather/hazardous conditions require the closing of an office or facility following the beginning of an employee's shift, the employee shall be paid for the remainder of the shift **when no work is available, when no alternate work location is available, or the employee is approved to work from home, but is unable to do so for reasons beyond their control. If the employee declines to work from an alternate worksite, the employee will use accrued vacation hours, compensatory time off, personal leave time, or leave without pay.**

Section 3. FLSA-Exempt Permanent, Limited Duration, and Seasonal Employees

(Non-essential). Pursuant to the FLSA, an exempt employee shall be paid for the work

shift. An FLSA-exempt employee may be required to use paid leave where the closure applies to that employee for one (1) or more full workweek(s).

Section 4. Late or Unable to Report. Except as provided for in Section 6 of this Article, where the Agency remains open and an employee notifies their supervisors that they are unable to or will be late in reporting for work due to inclement weather or hazardous conditions, the employee shall use accrued vacation leave, compensatory time off, personal leave, or leave without pay.

Section 5. Employees on Pre-Scheduled Leave. If an employee is on pre-scheduled leave the day of inclement weather or hazardous conditions, the employee will be compensated according to the approved leave.

Section 6. Essential Employees.

(a) For purposes of this Article, essential employees are employees who cannot perform their core job duties from a remote work location.

(b) The Agency shall maintain a list(s) of essential employees for inclement weather and hazardous conditions. Essential employees shall be notified of this designation no later than November 1 of each year or upon hire. Such designations may be modified with two (2) weeks advance notice to the affected employee(s).

Section 7. Non-Essential Workers Required During Inclement Weather/Hazardous Condition. When a situation arises that requires management to direct a non-essential worker to report to work, in-person, during a Inclement Weather/Hazardous Conditions event, the employee shall receive the Essential Worker Inclement Weather/Hazardous Conditions Pay differential under Article 26, Section 14.

Section 7. Evacuated from Home. Employees who have been evacuated from their homes shall be eligible to use inclement weather/hazardous condition leave not to exceed a combined total of forty (40) hours per biennium.

Section 8. Inclement Weather/Hazardous Conditions and Existing Remote Work

Agreements. Inclement conditions may arise in remote work locations. If utility providers experience outages that prevent an employee from working, employees may access inclement weather/hazardous conditions leave, unless there is an alternate work location available. If an employee declines an alternate worksite, the employee shall use accrued vacation leave, compensatory time off, personal leave, or leave without pay.

Section 9. Use of the inclement weather/hazardous conditions leave for either curtailment of full-day closures shall not exceed a combined total of forty (40) hours per biennium.

Section 10. Temporary Employees. Non-exempt employees will be unscheduled from work and FLSA-exempt temporary employees will be in paid status for closures less than one (1) full workweek and unscheduled from work for closures more than one (1) full workweek under this Article unless the temporary appointment ends.

(See also Human Services Coalition Letter of Agreement [123.1M-19-329](#) in Appendix A.)

REV: 2019, 2021, 2023

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NEW LETTER OF AGREEMENT

SEASONAL AND INTERMITTENT WORKFORCE COMMITTEE

ARTICLE 71—SEASONAL AND INTERMITTENT EMPLOYEES

This Letter of Agreement is between the State of Oregon, acting through its
Department of Administrative Services (Employer), and the SEIU Local 503, OPEU
(Union).

The Parties recognize there have been challenges with understanding the
application of current contract language in Article 71—Seasonal and Intermittent
Employees.

Therefore, the Parties agree to the following:

1. A joint labor-management committee will be established to discuss the
current contract language in Article 71. The committee will be established
no later than January 1, 2026.
2. The joint labor-management committee will be tasked with reviewing the
application of Article 71 by agencies who employ seasonal and/or
intermittent employees. This review will include, but is not limited to:
 - a. Definition of seasonal and intermittent employee
 - b. End of Season/Seasonal recall

c. Step increases and benefit service date

d. Leave carryover/cash-outs between seasons

e. Insurance eligibility

3. The committee will submit recommendations for consideration to SEIU and DAS LRU. SEIU and DAS LRU will review the recommendations and use them to inform bargaining proposals during 2027-2029 contract negotiations.

a. The joint labor management committee shall be comprised of a union representative and management representative from each Agency that employs SEIU represented seasonal and/or intermittent employees. The committee will also include one (1) SEIU staff member and one (1) DAS State Labor Relations Manager. The Union and State may have additional staff work with the committee.

b. The joint labor management committee shall meet on a schedule it chooses, but no less frequently than once per month.

c. Committee and workgroup members convened in accordance with the LOA will be on paid status and shall be reimbursed for authorized travel expenses as per State Travel Policy. Agencies will not incur any overtime as a result of committee meetings or travel. Flexing schedules will be allowed to avoid overtime.

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ARTICLE 86--WORKLOAD PRIORITIZATION

Any employee may request assistance from their immediate supervisor in establishing or adjusting priorities in order to carry out their work assignment. The supervisor will take into account variables that impact the difficulty of assignments to the employee. The employee may request to have the response provided orally or in writing, and the ~~The~~ immediate supervisor will respond accordingly **and outline a clear prioritization of the employee's work assignments** in a timely manner, unless such request is deemed to be inappropriate or excessive.