

## 2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE

Union Proposal

July 2, 2025

## UNION PACKAGE PROPOSAL – E

ARTICLE/LOA	VERSION	DATE OF REFERENCE
ARTICLE 43—CAREER DEVELOPMENT	Union Proposal	April 9, 2025
ARTICLE 55—PERSONAL LEAVE DAYS		CCL
ARTICLE 56—SICK LEAVE		CCL
NEW LOA—HARDSHIP DONATIONS	Management Proposal	June 12, 2025
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	See Attached
ARTICLE 136—CRITICAL INCIDENT LEAVE	Management Proposal	May 21, 2025

**ARTICLE 58--HOLIDAYS**

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

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

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

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

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

(e) Juneteenth on June 19.

(f) Independence Day on July 4.

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

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

(i) Veterans' Day on November 11.

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

(k) ~~The Friday after Thanksgiving~~ Native American Heritage Day on the day after Thanksgiving.

(l) Christmas Day on December 25.

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

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

Section 3. Special Day. In addition to the holidays specified in this Article, full-time employees 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:

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

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

64 a prorated amount of compensatory time or straight-time pay based on the calculation in  
65 Section 3(b).

66 (c) However, the Parties recognize that some positions must be staffed on holidays, and that  
67 employees in these positions cannot be released from duty on those holidays. Part (a) of this  
68 Section shall not apply to employees in these positions and the holiday shall be observed on  
69 the actual day specified in Section 1. Employees filling such positions will be notified in  
70 writing prior to hiring or when their work assignment is changed that they may have to work  
71 on certain holidays.

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

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

77

**ARTICLE 61--LEAVES OF ABSENCE WITHOUT PAY**

**Section 1.** Approved leaves of absence of up to one (1) year shall not be considered a break-in-service. During this time, employees shall continue to accrue seniority and to receive all protections under this Agreement. Where appropriate, partial benefits will be provided as specifically indicated in this Agreement. Leave of absence requests must establish reasonable justification for approval. Acceptance of outside employment is not reasonable justification for approval.

**Section 2.** A state employee voluntarily or involuntarily seeking military leave without pay to attend service school shall be entitled to such leave during a period of active duty training. Military leaves of absence without pay shall be granted in compliance with the Veterans' Reemployment Rights Law, Title 38, USC Chapter 43.

**Section 3.** Subject to the operational requirements of the Agency, employees in the bargaining unit shall be granted a leave of absence without pay of not less than three (3) months and no more than one (1) year to work for the Union. Such requests shall be made by the SEIU Local 503, OPEU. Both minimums as well as extensions of leaves shall be subject to mutual agreement.

A shorter period of no less than forty (40) consecutive hours within a workweek may be requested and release shall be subject to the Agency's operational requirements, provided sufficient notice is received and there is no increased cost to the Agency, e.g., penalty payments, overtime.

All leave requests under this Section shall be made directly to the Agency's Human Resource Manager.

Upon return to service, the employee shall be returned to the same class and the same work location as held when the leave was approved. Where return to the employee's former position can be reasonably accommodated such return shall be made.

**Section 4.** Any unauthorized absence, including absence without notice, of an employee from duty may be deemed by the Agency to be an absence without pay and may be grounds for disciplinary action. Any employee who is absent for five (5) consecutive workdays without authorized leave shall be considered a voluntary separation from State service and the pre-dismissal process will commence. Such absence shall be covered, however, by a subsequent grant of leave with or without pay, when extenuating circumstances are found to have existed.

**Section 5. Educational Leave.** Upon written approval of the Agency and subject to operating requirements, an employee may be granted an educational leave of absence without pay for up to one (1) year when the educational program is related to the employee's current job.

**Section 6. Peace Corps Leave Without Pay.** Upon completion of their service in Peace Corps, a regular status employee shall have the right to return to a position in the same classification as their last held position and at the prevailing salary rate without loss of seniority or other

employment rights. Failure of an employee to report within ninety (90) days after termination of services shall be deemed to have resigned and shall be considered a voluntary separation from State Service.

**Section 7. Court Appearance Leave Without Pay.** An employee may request and shall be granted leave without pay for the time required to make an appearance as a plaintiff or defendant in a civil or criminal court proceeding that is not connected with the employee's officially assigned duties.

**Section 8. Leave without pay for situations not listed above will be granted to employees who request it unless it places an undue burden on the employer.**

**Section 9. Leave Without Pay Leave Accrual. The leave accrual rates (vacation and sick) of an employee who is in leave without pay status will not be impacted until after they have accumulated thirty (30) days in that status in a calendar year.**

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Union Package Proposal**  
**July 2, 2025**

**UNION PACKAGE PROPOSAL - G**

<b>ARTICLE/LOA</b>	<b>VERSION</b>	<b>PROPOSAL/REFERENCE DATE</b>
ARTICLE 32—OVERTIME	Union Proposal	See attached
ARTICLE 34—STANDBY DUTY/ON-CALL DUTY	Union Proposal	See attached
ARTICLE 138—WORKING REMOTELY	Union Proposal	See attached
ARTICLE 123—INCLEMENT WEATHER/HAZARDOUS CONDITIONS	Union Proposal	See attached
NEW LOA—SEASONAL AND INTERMITTENT WORKFORCE COMMITTEE	Management Proposal	June 18, 2025
ARTICLE 71—SEASONAL AND INTERMITTENT EMPLOYEES		CCL
NEW LOA—WORKLOAD MODEL	Union Proposal	See attached
ARTICLE 86—WORKLOAD PRIORITIZATION	Union Proposal	See attached
NEW LOA—32 HOUR WORKWEEK		Union Withdraw

**ARTICLE 32--OVERTIME**

**Section 1. Definition of Time Worked.** All time for which an employee is compensated at the regular straight time rate of pay, including work-related telephone calls made to or by an employee after the end of their work-shift, shall be counted as time worked with the following exceptions:

- Holidays which fall on an employee's scheduled day off;
- On-call time (Article 34);
- Penalty payments (Article 40);
- **Interview leave and accrued leave used for the purposes of interviewing for another state position (Article 45);**
- **Inclement or Hazardous Conditions Leave (Article 123), except that inclement or hazardous conditions leave shall be counted as time worked for the purpose of calculating overtime, if a worker is mandated to work overtime within the same workweek.**

**Section 2. Overtime Work Definition.** Overtime for employees working a regular work schedule is time worked in excess of eight (8) hours per day or forty (40) hours per workweek. Overtime for employees working an alternate work schedule is time in excess of the daily scheduled shift or forty (40) hours per workweek. Overtime for employees working a flexible work schedule is time in excess of the agreed upon hours each day or time in excess of forty (40) hours per workweek. Time worked beyond regular schedules by employees scheduled for less than eight (8) hours per day or forty (40) hours per workweek is additional straight time worked rather than overtime until the hours worked exceed eight (8) hours per day or forty (40) hours per workweek. In a split shift, the time an employee works in a day after twelve (12) hours from the time the employee initially reports for work is overtime.

**Section 3. Compensation.** All employees shall be compensated for overtime at the rates set out in Section 4. No application of this Article shall be construed or interpreted to provide for compensation for overtime at a rate exceeding time and one-half (1 ½), or to effect a “pyramiding” of overtime and penalty payments.

**Section 4. Eligibility for Overtime Compensation.**

(a) **Overtime-Eligible Positions.** Time and one-half (1 ½) their regular hourly rate unless the position is executive, administrative or professional as defined by the Fair Labor Standards Act (FLSA) and ORS 653.269(5)(a) or unless the classification contains direct care nursing employees, in the following classifications or successor classifications:

- 6214 Institution RN
- 6255 Nurse Practitioner

Such time and one-half (1 ½) compensation shall be in the form of cash or compensatory time, pursuant to Articles 32.1-32.5.

In Agencies where there is no contractual limitation on the accumulation of compensatory time the Employer may:

- (1) schedule unilaterally up to forty (40) hours of unused compensatory time per employee per fiscal year, after prior notice of at least five (5) working days to the affected employees; and/or
- (2) pay off in cash some or all of an employee’s unused compensatory time once per fiscal year.

(b) **Straight-Time-Eligible Positions.** Employees in positions, except as identified in Section 4 above, which have been determined to be executive, administrative, or professional as defined by the FLSA and ORS 653.269(5)(a) shall receive time off for authorized time

worked in excess of eight (8) hours per day or forty (40) hours per week at the rate of one (1) hour off for one (1) hour of overtime worked subject to limitations of Articles 32.1-32.5.

This time off shall be utilized within the fiscal year earned or shall be lost, except when the scheduling has been extended by the Agency or as otherwise specified below. At ninety (90) days prior to loss of such straight time, employees shall be notified that they must use or lose the hours. Time earned in the last ninety (90) days may, at the discretion of management, be carried forward into the next fiscal year. However, such carry forward may not increase the total straight time that may be accrued in that year. If time off requests are denied for use of accrued leave before the year ends, these accrued hours will be paid in cash upon forfeiture. Employees will take all necessary steps to request use of straight time during the fiscal year. Employees shall be paid out any unused straight time upon separation from employment.

(c) No overtime is to be worked without the prior authorization of management.

**Section 5. Schedule Change.** When a change of work schedule is requested by an employee and approved by the Agency, all forms of penalty pay shall be waived by the employee. When a change of work schedule is requested by an employee and approved by the Agency, overtime compensation for that workday, but not for work over forty (40) hours per week, associated with the changed schedule shall be waived.

**Section 6. Record.** A record of all overtime worked shall be maintained by the Agency.

**Section 7. Change in FLSA Status.**

(a) DAS shall provide the Union with no less than twenty (20) days written notice of its intent to exempt from overtime a filled bargaining unit position. DAS agrees not to change the position's designation during this twenty (20) day period.

(b) Employees may challenge their position's designation by providing notice and requesting a desk audit to the Agency Human Resources Department. The Agency shall conduct the desk audit and make a determination in writing within thirty (30) days of the request, or as extended by mutual agreement.

(c) Should the Union decide to contest the proposed change in status, it shall serve DAS with written notice of such intent within twenty (20) days of its receipt of the notice. Should such notice be given, DAS will forego implementing the change in designation for an additional forty (40) days, beyond the initial twenty (20) day period. The purpose of this forty (40) day period is to allow time to investigate whether there are grounds to contest the proposed change in status. If the Union decides to pursue challenging an exemption it must file with Department of Labor (DOL)/Bureau of Labor and Industries (BOLI) prior to the end of this forty (40) day period. In such event, DAS agrees to forego implementing a change in designation until the matter is resolved by way of DOL/BOLI decision, settlement or other manner.

(d) If timely notice indicating intent to contest the exemption during the initial twenty (20) day period is not received or if the Union does not proceed forward during the subsequent forty (40) day period, the position's designation shall be changed, and the Parties agree not to contest the status of this position during the remainder of this contract term, unless the position's duties should materially change such that the exemption is no longer warranted.

(e) For purposes of this Section, written notice may occur by personal delivery, fax, email or mail (postmark) within the time frames cited above.

## ARTICLE 34 – STANDBY DUTY/ON-CALL DUTY

### Section 1. Standby Duty.

- (a) An employee shall be on standby duty when required to be available for work outside their normal working hours, and subject to restrictions consistent with the FLSA which would prevent the employee from using the time while on standby duty effectively for the employee's own purposes.
- (b) Compensation for standby duty shall be at FLSA-eligible employee's straight time rate of pay or for FLSA-exempt employees hour for hour compensatory time off. Overtime hours shall be at the appropriate overtime pay rate pursuant to Article 32.

### Section 2. On-Call Duty.

- (a) Employees shall be paid one (1) hour of pay at the regular straight time rate for each **four** ~~six (6)~~ **4** hours of assigned on-call duty. **When an employee is assigned on-call duty for less than four (4) hours, they will be paid one (1) hour of pay at the regular straight time rate.** ~~Employees who are assigned on-call duty for less than six (6) hours shall be paid on a prorated basis.~~
- (b) Employees assigned on-call duty on a holiday shall be paid one (1) hour of pay at time and one-half (1 ½) their regular hourly rate for each **four** ~~six (6)~~ **4** hours of assigned on-call duty. **When an employee is assigned on-call duty for less than four (4) hours, they will be paid one (1) hour of pay at time and one-half (1 1/2) their regular hourly rate.** ~~Employees are assigned on-call duty for less than **three** ~~six (6)~~ **3** hours shall be paid on a prorated basis.~~
- (c) An employee shall be assigned on-call duty when specifically required to be available for work outside their working hours and not subject to restrictions which would prevent the employee from using the time while on-call effectively for the employee's own purposes.

(d) No employee is eligible for any premium pay compensation while on on-call duty except as expressly stated in this Article.

(e) On-call duty time shall not be counted as time worked in the computation of overtime hours worked but on-call pay shall be included in the calculation of the overtime rate of pay.

**Section 3. Compensation for Time Worked.**

(a) An employee shall not be on standby duty or on-call duty once they actually commence performing assigned duties and receives the appropriate rate of pay for time worked.

(b) An employee shall be paid a minimum of the equivalent of one (1) hour pay at the appropriate rate of pay computed from when the employee actually begins work.

(c) The employee will not receive additional compensation if the employee receives additional calls during the same one (1) hour period, including the resumption of on-call-duty.

**Section 4. On-Call Duty Call Out.**

(a) When an employee who is required to report to a work site to commence performing assigned duties from on-call status, they shall be paid a minimum of the equivalent of two (2) hours pay at the appropriate rate of pay computed from when the employee actually begins work.

(b) The employee will not receive additional compensation if the employee receives additional call-outs during the same two (2) hour period, including the resumption of on-call duty.

(c) This provision does not apply to telephone calls, emails and text messages or where the employee is not otherwise required to report to a work site. Telecommuting/teleworking are not considered a work site for purposes of this Section.

(See also Human Services Coalition Letter of Agreement 34.1M-23-451 & Institutions Coalition Letter of Agreement 34.2C-18-326 & ODOT Coalition Letter of Agreement 34.3E-20-387 in Appendix A).

## **ARTICLE 138--WORKING REMOTELY**

**Section 1.** Oregon state government encourages working remotely where it is a viable option that benefits both the employee and the agency. Use of remote work options promote the health and safety of Oregonians; ensures high-quality work and optimal use of resources for agencies; ensures cultural, equity and accessibility issues are addressed in a meaningful way; and supports flexibility and work-life balance for employees. It also offers the opportunity to be more flexible in interactions with the Oregonians we serve and decreases an agency's impact on the environment. Remote work arrangements are subject to the Working Remotely State Policy (50.050.01) and the terms and conditions of this collective bargaining agreement.

**Section 2.** Where an employee's duties can be successfully performed away from their primary duty station, an employee is eligible for remote work, upon agency approval.

**Section 3. Remote Work Requests.** Requests to work remotely may be initiated by the employee and must be reviewed ~~for and approved~~ by the employee's supervisor ~~to ensure the position is suitable for work and meets the agency's business and operational needs, as well as those of the agency's customers and the employee.~~ **The supervisor will conduct a specific assessment of an individual employee's unique job duties and circumstances.** Remote work agreements must be documented through the working remotely process in the state human resources information system. Requests to work remotely shall be considered in order of application and responded to within thirty (30) calendar days.

**Section 4. Remote Work Denials or Rescissions.** No request to work remotely shall be arbitrarily denied or rescinded. The supervisor will conduct a specific assessment of an individual employee's unique job duties and circumstances before determining that the employee is not eligible for remote work. If an employee's request to work remotely is denied, the supervisor must provide a

24 timely written response to the employee documenting the reason(s) for the denial. If an employee's  
25 request to work remotely is rescinded, the supervisor must ~~meet with the employee and, at the~~  
26 ~~employee's request, their steward, to~~ provide the employee with the reason(s) for the rescission  
27 in writing. Once a written explanation of the reason(s) for the rescission has been provided, the  
28 Employer may rescind the remote work with a minimum of ten (10) calendar days advance notice.  
29 The employee may rescind their remote work with a minimum of seven (7) days advance notice.  
30 Employees who have either rescinded their remote work or had their remote work rescinded by  
31 the Employer shall be eligible to be considered for remote work in the future.

32 **Section 5. Request to Temporarily Modify an Existing Remote Work Agreement.** Subject to  
33 the operating needs of the Agency, an employee may, with their immediate supervisor's approval,  
34 temporarily modify their remote work agreement in a workweek. The Agency shall consider  
35 extenuating circumstances in making its decision. Such requests shall not be arbitrarily denied.

36 **Section 6. Inclement Weather/Hazardous Conditions and Existing Remote Work**  
37 **Agreements.** Inclement conditions may arise in remote work locations. If utility providers  
38 experience outages that prevent an employee from working, employees may access inclement  
39 weather/hazardous conditions leave ([Letter of Agreement 123.00-18-311](#)), unless there is an  
40 alternate work location available ([Article 123—Inclement Weather/Hazardous Conditions Leave](#)).  
41 **Employees without a current remote work agreement cannot be required to work remotely**  
42 **during inclement or hazardous conditions.**

43 **Section 7. Equipment.** The agency provides basic technology equipment and related devices  
44 necessary for the employee to perform their assigned job duties at the remote worksite. The  
45 equipment and devices are for agency business only and must comply with the agency's desktop  
46 security and maintenance policies and practices. Employees will not conduct state business on the

following personal equipment: phones, computers, laptops or other information storing devices. Exceptions are subject to the approval of the state Chief Operating Officer. Additional technology and devices may be provided to the employee at the discretion of the agency or in accordance with the Americans with Disabilities Act (ADA).

Employees who work remotely will enter all assets (equipment, office furniture, etc.) provided to them in the state human resources information system.

**Section 8. Remote Work Supplies.** Remote work office supplies shall be provided by the Agency. Equipment, software or supplies which are provided by the Agency for remote work shall be for the purposes of conducting Agency business only.

**Section 9. Remote Worksite.** Office furniture shall normally be provided by the employee working remotely. Subject to management approval, employee's working remotely may access the State surplus warehouse for office furniture for their remote work location.

The employee maintains a safe remote workspace. The employee must immediately report to the supervisor any injury that occurs during work hours. The state is not responsible for loss, damage, repair, replacement or wear of personal property.

**Section 10. Work Location, Mileage and Travel Time.** The employee's normal reporting location will remain the same. In addition, employees may be required to report to Agency or non-Agency locations for purposes such as meetings, training sessions and policy/practice coverage. Business visits, meetings with Agency customers or meetings with co-workers shall not be held at the remote worksite unless approved by the employee's supervisor. Mileage will be paid in accordance with the DAS OAM Travel Policy. Travel time will be compensated in accordance with the Fair Labor and Standards Act (FLSA).

**Section 11. Expectations and Goals.** Remote work employees and their managers will develop a clear set of expectations and goals for the work to be performed on remote work days. Employees will review and acknowledge the State of Oregon Employees Working Remotely Acknowledgement Form in the state human resources information system.

**Section 12. Training.** Appropriate training will be provided for participating managers and employees.

**Section 13. Other Provisions.** These provisions are applicable to all Sections listed above.

(a) Call back and overtime will be handled as outlined in the applicable provisions of this collective bargaining agreement.

(b) Since supervisors must continue to be in a position to evaluate employee performance, certify the accuracy of time sheets and attendance records, and perform a variety of other supervisory responsibilities, employees should anticipate that, in addition to being supervised pursuant to normal office procedures, there will also be the possibility that they will receive telephone calls at the mobile number employees have designated in their remote work arrangement.

(c) In the event of a work stoppage, remote work arrangements utilized by represented employees shall be suspended.

~~(d) Any alleged violations of this Article may only proceed through the DAS Labor Relations Unit (Step 3) and are not arbitrable.~~

(e) Members will waive no right to Union representation as enumerated in this collective bargaining agreement or as guaranteed by the law.

(See Letter of Agreement [138.00-23-490](#) in Appendix A)

1 **ARTICLE 123--INCLEMENT OR HAZARDOUS CONDITIONS**

2 **Section 1. Closures and Curtailments.**

3 (a) **The Employer will determine all closures and curtailments for State**  
4 **offices/worksites based on a standard set of criteria that will be reviewed with**  
5 **the Union every year.** Closures and curtailments will be announced through pre-  
6 designated sites, which may include internet websites, telephone trees, radio  
7 stations and/or television media. The Agency shall notify employees of these  
8 designated sites and post the notices on Agency bulletin boards by November 1 of  
9 each year.

10  
11 (b) The Employer/Agency designated official(s) may close or curtail offices, facilities, or  
12 operations because of inclement weather, hazardous conditions or the worksite  
13 being inaccessible **in accordance with the statewide Temporary Interruption of**  
14 **Employment Policy (60.015.01).** The Employer/Agency will ~~make reasonable~~  
15 ~~efforts to~~ announce such closure or curtailment to employees no later than 5:00  
16 a.m. **When a closure is announced after a curtailment has already been**  
17 **announced or a curtailment is extended, the Employer/Agency will announce**  
18 **the change as soon as the decision is made.** ~~However, the Parties recognize~~  
19 ~~that circumstances may delay the notice, in which case, the Employer/Agency~~  
20 ~~will announce the closure or curtailment as soon as the decision is made.~~

21 Notifications do not apply to employees who are essential employees.

22 (c) Where there ~~is an~~ Employer/Agency has announced a delayed opening pursuant to  
23 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 **and whose work location remains operational and accessible to them..**

(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).

(c) Essential employees who are not required to report during a closure or a curtailment may access the inclement/hazardous conditions leave.

**Section 7. Non-Essential Workers Required During Inclement Weather/Hazardous Condition.** When a situation arises that a non-essential employee is required requires management to direct a non-essential worker to report to work, in-person, during an 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 9 10. Temporary Employees.** Non-exempt employees will be unscheduled from work and FLSA-exempt temporary employees will be in paid status for closures less

137 than one (1) full workweek and unscheduled from work for closures more than one (1) full  
138 workweek under this Article unless the temporary appointment ends.

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

140 REV: 2019, 2021,2023

141

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2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE  
Union Counter Proposal  
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1 **ARTICLE 86--WORKLOAD PRIORITIZATION**

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

## NEW LOA

Workload Model Committee

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

~~In recognition that w~~orkload has a significant impact on people's work lives but is very often hard to measure because there is no system for it. In order to understand the workload that exists for different classifications at different agencies, the Parties agree to the following:

1. A committee will be created to develop a methodology for workload assessment, both case-carrying and non-case-carrying.
2. The committee will pilot this methodology by performing workload assessments on all the classifications within two different agencies with SEIU-represented employees. At least one of the agencies chosen must employ both case-carrying employees and non-case-carrying employees.
3. The committee will complete the methodology development and the pilot by December 31, 2026.
4. The joint labor management committee shall be comprised of four (4) employer representatives and four (4) union representatives. 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. When the committee is working with a particular agency to perform a workload analysis, the

committee with also include two (2) additional management representatives from the agency and two (2) additional SEIU-represented employees from the agency.

- 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.

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Union Package Proposal Counter**  
**July 2, 2025**

**UNION PACKAGE PROPOSAL H**

<b>ARTICLE/LOA</b>	<b>VERSION</b>	<b>PROPOSAL/REFERENCE DATE</b>
ARTICLE 13—CONTRACTING OUT	Union Proposal	See attached
ARTICLE 51—LIMITED DURATION APPOINTMENT*	Management Proposal	June 5, 2025
ARTICLE 121—EDUCATION, TRAINING AND DEVELOPMENT	Management Proposal	February 27, 2025
ARTICLE 132—CRIMINAL RECORDS CHECK		CCL
ARTICLE 133—DOMESTIC VIOLENCE, SEXUAL ASSAULT, STALKING OR HUMAN TRAFFICKING VICTIM LEAVE (retitled Article to Leave to Address Domestic Violence, Harassment, Sexual Assault, Bias, Stalking or Human Trafficking)	Management Proposal	June 5, 2025
LOA 00.00-19-369—ADA ACCOMODATIONS		CCL
NEW LOA—EMPLOYEE MONITORING	Union Proposal	See attached

\*Would require modification to Article 70—Layoff to add in secondary recall

**ARTICLE 13--CONTRACTING-OUT**

Section 1. The Union recognizes that the Employer has the management right, during the term of this Agreement, to decide to contract out work performed by bargaining unit members.

When contracting-out will displace bargaining unit members, such decisions shall be made only after the affected Agency has conducted a formal feasibility study to determine the potential costs, necessary expertise, FTE and other benefits which would result from contracting out the work in question. The feasibility study will include a summary of the pertinent information upon which the Employer based its decision to contract out the work. "Displaced" as used in this Article means when the work an employee is performing is contracted to another entity inside or outside state government and as result, the employee will no longer be employed. Agencies shall either use the form in Appendix H or another form, provided there is no substantive changes to the information contained in Sections F-K of the form in Appendix H.

**Section 2.** Upon request to an Agency, the Agency shall provide the Union with a report identifying contracts awarded to any group, individual, organization or business enterprise that could be appropriately performed by bargaining unit members in that Agency.

**Section 3.** The Employer shall provide the Union with no less than thirty (30) days' notice that it intends to request bids or proposals to contract out bargaining unit work where the decision would result in displacement of bargaining unit members. A copy of the feasibility study shall be sent with the notice to both SEIU Headquarters and DAS Labor Relations Unit. During this thirty (30) day period, the Employer shall not request any bids or proposals and the Union shall have the opportunity to submit an alternate proposal.

**Section 4.** If the Union’s proposal would result in avoiding displacement of bargaining unit employees and meets the Agency needs outlined in the feasibility study, the Parties will agree in writing to implement the Union proposal.

**Section 5.** Should any full-time bargaining unit member become displaced as a result of contracting-out, the Employer and the Union shall meet to discuss the effect on bargaining unit members. The Employer’s obligation to discuss the effect of such contracting does not obligate it to secure the agreement of the Union or to exhaust the dispute resolution procedure of ORS 243.712, 243.722, or 243.742, concerning the decision or the impact.

**Section 6.** Once an Agency makes a decision to contract out, it will either:

(a) Require the contractor to hire employees displaced by the contract at the same rate of pay for a minimum of six (6) months subject only to “just cause” terminations. In this instance, the State will continue to provide each such employee with six (6) months of health and dental insurance coverage through the Public Employee Benefits Board, if continuation of coverage is allowed by law and pertinent rules of eligibility. Pursuant to Article 70, Sections 9 through 12, an eligible employee shall be placed on the Agency layoff list and may, at the employee’s discretion, be placed on a secondary recall list for a period of two (2) years; or

(b) Place employees displaced by a contract elsewhere in state government in the following order of priority: within the Agency or within state service generally. Salaries of employees placed in lower classifications will be red-circled. To the extent this Article conflicts with Article 45--Filling of Vacancies, this Article shall prevail.

(c) An employee may exercise all applicable rights under Article 70--Layoff, including prioritizing options (1), (2), (3) or (4), as described in Article 70 Section 2, if the employee finds option (a) or (b), as selected by the Employer, is unsatisfactory. The employee must

select their Article 70 Section 2 options within five (5) calendar days pursuant to notification of (a) or (b) above.

**Section 7. When determining feasibility of a procurement for work with an anticipated duration of six (6) months or more, Agencies shall consider employees eligible for recall on any state layoff list defined in Article 70 as part of the Agency's own personnel and resources available to perform the services being procured. Should qualified employees, including those who have received qualifying retraining following their layoff, be available for recall, Agencies shall recall them to perform the work.**

2025-2027 STATE OF OREGON and SEIU Central Table  
Management Counter Proposal  
06/26/2025

**NEW LOA**

**Employee Monitoring**

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

**The Parties recognize that surveillance, monitoring, and data collection technologies can enhance workplace safety, security and operational efficiency, while also acknowledging the need to balance these benefits with the protection of employee privacy and working conditions.**

**Therefore, the Parties agree to the following:**

**The Employer shall notify the Union, the sublocal president, and affected employees prior to implementing or modifying any employee monitoring, surveillance, or data collection technology. The notice shall include a description of the technology, its purpose and the data being collected.**