

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

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~~ **Native American Heritage Day on the day after**
15 **Thanksgiving.**

16 (l) Christmas Day on December 25.

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

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

23 Section 3. Special Day. In addition to the holidays specified in this Article, full-time employees
24 shall receive eight (8) hours of paid leave. Part-time, seasonal, and job share employees shall
25 receive a prorated share of eight (8) hours of paid leave at their regular straight time rate of pay
26 based upon the same percentage or fraction of month, as they are normally scheduled to work.
27 Employees may request the option of using this paid leave on any workday during the calendar
28 year. Approved usage of this leave shall be taken in a single block of time and granted on a basis
29 which shall preclude the closure of state facilities.

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

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

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

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

$$\frac{\text{Total Paid Hours}}{\text{Total Hours in Month or Pay Period}} \times \frac{8 \text{ Holiday Hours}}{8 \text{ Hours in the Month}}$$

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

44 (d) Transfers To and From Another Agency:

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

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

51 Section 5. Work on a Holiday. Employees required to work on days recognized as holidays which
52 fall within their regular work schedules shall be entitled, in addition to their regular monthly salary,
53 to compensatory time off, or to be paid in cash as provided in Articles 32.1-32.5 (Overtime).
54 Compensatory time off or cash paid for all time worked shall be at the rate of time and one-half (1
55 $\frac{1}{2}$). The rate at which an employee shall be paid for working on a holiday shall not exceed the rate
56 of time and one-half (1 $\frac{1}{2}$) their straight time rate of pay.

57 Section 6. Observance.

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

61 (b) When a holiday specified in Section 1 of this Article falls on a regularly scheduled day off,
62 the employee shall have the choice of receiving an alternate eight (8) hours of compensatory
63 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

2025-2027 STATE OF OREGON and SEIU Central Table
Union Counter Proposal
07/02/20251 **ARTICLE 61--LEAVES OF ABSENCE WITHOUT PAY**

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

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

12 **Section 3.** Subject to the operational requirements of the Agency, employees in the bargaining
13 unit shall be granted a leave of absence without pay of not less than three (3) months and no
14 more than one (1) year to work for the Union. Such requests shall be made by the SEIU Local
15 503, OPEU. Both minimums as well as extensions of leaves shall be subject to mutual
16 agreement.

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

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

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

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

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

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

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

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

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

47 **Section 9. Leave Without Pay Leave Accrual. The leave accrual rates (vacation and sick) of**
48 **an employee who is in leave without pay status will not be impacted until after they have**
49 **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

ARTICLE/LOA	VERSION	PROPOSAL/REFERENCE DATE
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

1 **ARTICLE 32—OVERTIME**

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

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

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

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

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

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

33 • 6214 Institution RN
34 • 6255 Nurse Practitioner

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 **ARTICLE 34 – STANDBY DUTY/ON-CALL DUTY**2 **Section 1. Standby Duty.**

3 (a) An employee shall be on standby duty when required to be available for work outside their
4 normal working hours, and subject to restrictions consistent with the FLSA which would
5 prevent the employee from using the time while on standby duty effectively for the
6 employee's own purposes.

7 (b) Compensation for standby duty shall be at FLSA-eligible employee's straight time rate of
8 pay or for FLSA-exempt employees hour for hour compensatory time off. Overtime hours
9 shall be at the appropriate overtime pay rate pursuant to Article 32.

10 **Section 2. On-Call Duty.**

11 (a) Employees shall be paid one (1) hour of pay at the regular straight time rate for each four
12 six (6 4) hours of assigned on-call duty. When an employee is assigned on-call duty for
13 less than four (4) hours, they will be paid one (1) hour of pay at the regular straight
14 time rate. Employees who are assigned on-call duty for less than six (6) hours shall be paid
15 on a prorated basis.

16 (b) Employees assigned on-call duty on a holiday shall be paid one (1) hour of pay at time and
17 one-half (1 ½) their regular hourly rate for each four six (46) hours of assigned on-call duty.
18 When an employee is assigned on-call duty for less than four (4) hours, they will be paid
19 one (1) hour of pay at time and one-half (11/2) their regular hourly rate. Employees are
20 assigned on-call duty for less than three six (36) hours shall be paid on a prorated basis.

21 (c) An employee shall be assigned on-call duty when specifically required to be available for
22 work outside their working hours and not subject to restrictions which would prevent the
23 employee from using the time while on-call effectively for the employee's own purposes.

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

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

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

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

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

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

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

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

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

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

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

1 **ARTICLE 138–WORKING REMOTELY**

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

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

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

20 **Section 4. Remote Work Denials or Rescissions.** No request to work remotely shall be arbitrarily
21 denied or rescinded. The supervisor will conduct a specific assessment of an individual employee's
22 unique job duties and circumstances before determining that the employee is not eligible for
23 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

47 following personal equipment: phones, computers, laptops or other information storing devices.
48 Exceptions are subject to the approval of the state Chief Operating Officer. Additional technology
49 and devices may be provided to the employee at the discretion of the agency or in accordance with
50 the Americans with Disabilities Act (ADA).
51 Employees who work remotely will enter all assets (equipment, office furniture, etc.) provided to
52 them in the state human resources information system.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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(b~~c~~), employees are responsible for continuing to monitor the reporting

24 sites for updated information related to the delay or potential closure. Employees
25 may be allowed up to two (2) hours commuting time as reasonably needed to report
26 for work after a delayed opening has been announced. Where an employee arrives
27 late due to this extended commute, they may temporarily modify their schedule with
28 manager's approval, or cover the time with accrued sick leave, vacation,
29 compensatory time off, personal leave or approved leave without pay.

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

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

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

41 (1) The employee will use accrued vacation hours, compensatory time off, personal
42 leave time, leave without pay or inclement weather/hazardous conditions leave
43 (not to exceed forty (40) hours a biennium) in any of the following situations
44 i. When no work is available,
45 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

68 the location which is closed or curtailed, the day of the closure or curtailment,
69 are eligible for any use of the inclement weather leave.

70 (5) Inclement weather/hazardous conditions leave shall not count as hours worked
71 for the purpose of overtime calculation.

72 (6) ~~Inclement weather/hazardous conditions leave not used during a biennium will~~
73 ~~be lost and will not be rolled over into the next biennium. Inclement~~
74 ~~weather/hazardous conditions leave is not compensable if the employee~~
75 ~~separates from state service.~~

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

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

85 (9) When, in the judgement of the Agency, inclement weather/hazardous conditions
86 require the closing of an office or facility following the beginning of an employee's
87 shift, the employee shall be paid for the remainder of the shift when no work is
88 available, when no alternate work location is available, or the employee is
89 approved to work from home, but is unable to do so for reasons beyond
90 their control. If the employee declines to work from an alternate worksite,

91 the employee will use accrued vacation hours, compensatory time off,
92 personal leave time, or leave without pay.

93

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

95 **(Non-essential).** Pursuant to the FLSA, an exempt employee shall be paid for the work
96 shift. An FLSA-exempt employee may be required to use paid leave where the closure
97 applies to that employee for one (1) or more full workweek(s).

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

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

106 **Section 6. Essential Employees.**

107 (a) For purposes of this Article, essential employees are employees who cannot perform
108 their core job duties from a remote work location **and whose work location remains**
109 **operational and accessible to them..**

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

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

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

122

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

126 **Section 8. Inclement Weather/Hazardous Conditions and Existing Remote Work**
127 **Agreements.** Inclement conditions may arise in remote work locations. If utility providers
128 experience outages that prevent an employee from working, employees may access
129 inclement weather/hazardous conditions leave, unless there is an alternate work location
130 available. If an employee declines an alternate worksite, the employee shall use accrued
131 vacation leave, compensatory time off, personal leave, or leave without pay.

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

135 **Section 9 10. Temporary Employees.** Non-exempt employees will be unscheduled
136 from work and FLSA-exempt temporary employees will be in paid status for closures less

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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

142

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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.

10

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~~ Workload 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

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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.

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UNION PACKAGE PROPOSAL H

ARTICLE/LOA	VERSION	PROPOSAL/REFERENCE DATE
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

1 **ARTICLE 13-CONTRACTING-OUT**

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

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

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

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

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

25 **Section 5.** Should any full-time bargaining unit member become displaced as a result of
26 contracting-out, the Employer and the Union shall meet to discuss the effect on bargaining unit
27 members. The Employer's obligation to discuss the effect of such contracting does not obligate it
28 to secure the agreement of the Union or to exhaust the dispute resolution procedure of ORS
29 243.712, 243.722, or 243.742, concerning the decision or the impact.

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

31 (a) Require the contractor to hire employees displaced by the contract at the same rate of pay for
32 a minimum of six (6) months subject only to "just cause" terminations. In this instance, the
33 State will continue to provide each such employee with six (6) months of health and dental
34 insurance coverage through the Public Employee Benefits Board, if continuation of coverage
35 is allowed by law and pertinent rules of eligibility. Pursuant to Article 70, Sections 9 through
36 12, an eligible employee shall be placed on the Agency layoff list and may, at the employee's
37 discretion, be placed on a secondary recall list for a period of two (2) years; or

38 (b) Place employees displaced by a contract elsewhere in state government in the following order
39 of priority: within the Agency or within state service generally. Salaries of employees placed
40 in lower classifications will be red-circled. To the extent this Article conflicts with Article
41 45--Filling of Vacancies, this Article shall prevail.

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

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

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

53

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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.

19