

2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE
Union Package Proposal Counter
July 21, 2025

UNION PACKAGE PROPOSAL – N

ARTICLE/LOA	VERSION	PROPOSAL/REFERENCE DATE
ARTICLE 32—OVERTIME	Union Proposal	7/16/2025
ARTICLE 34—STANDBY DUTY/ON-CALL DUTY		CCL
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 Withdraw
ARTICLE 86—WORKLOAD PRIORITIZATION	Union Proposal	June 2, 2025
NEW LOA—32 HOUR WORKWEEK		Union Withdraw

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

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

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

Notifications do not apply to employees who are essential employees.

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

late due to this extended commute, they may temporarily modify their schedule with manager's approval, or cover the time with accrued sick leave, vacation, compensatory time off, personal leave or approved leave without pay.

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

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

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

(1) The employee will use accrued vacation hours, compensatory time off, personal leave time, leave without pay or inclement weather/hazardous conditions leave (not to exceed forty (40) hours a fiscal year 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 fiscal year ~~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 fiscal year ~~biennium~~ based on the same percentage or fraction of FTE (full-time equivalent) they are hired to work.

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

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

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

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

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

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

Section 6. Essential Employees.

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

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

(c) **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 fiscal year 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 fiscal year biennium.

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

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

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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 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. Ad hoc in person meetings, trainings or other in-person requirements may be scheduled for remote workers, but shall not be the sole reason to determine if an employee is ineligible for a remote work agreement.** 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,~~ **or modified permanently in any way.** 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 timely written response to the employee documenting the reason(s) for the denial. If an employee's request to work remotely is rescinded, the supervisor must provide the employee with the reason(s) for the rescission in writing. Once a written explanation of the reason(s) for the rescission has been provided, the Employer may rescind the remote work with a minimum of ten (10) calendar days advance notice. **Employees who live seventy-five (75) miles or more from their assigned worksite and have an approved Remote Work Agreement will not have their agreement rescinded or modified permanently with less than thirty (30) calendar days' notice.** The employee may rescind their remote work with a minimum of seven (7) days advance notice. Employees who have either rescinded their remote work or had their remote work rescinded by the Employer shall be eligible to be considered for remote work in the future.

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

Section 6. 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 ([Letter of Agreement 123.00-18-311](#)), unless there is an alternate work location available ([Article 123—Inclement Weather/Hazardous Conditions Leave](#)).

Section 7. Equipment. The agency provides basic technology equipment and related devices necessary for the employee to perform their assigned job duties at the remote worksite. The equipment and devices are for agency business only and must comply with the agency's desktop 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. Appeals .

A. Any alleged violations of this article may be appealed directly to the DAS Labor Relations Unit within thirty (30) days of the alleged violation. Such appeals are not arbitrable.

B. Any alleged violations of sections (3) or (4) of this article may be appealed directly to an appeal panel consisting of a representative of the DAS LRU and a Union designee. Decisions and remedies shall be rendered by the panel no later than thirty (30) days after receipt of the appeal by the panel. The decision and remedy are not arbitrable and will be binding on the parties. If no decision is rendered by the panel then the supervisor's decision will stand.

Section 14. 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.~~

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

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

116 NEW: 2019. REV: 2021,2023

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**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE
Union Mediated Package Proposal
July 21, 2025**

MEDIATED UNION PACKAGE PROPOSAL - 1

ARTICLE/LOA	VERSION	PROPOSAL/REFERENCE DATE
ARTICLE 22—NO DISCRIMINATION	Union Proposal	See Attached
ARTICLE 22T—NO DISCRIMINATION	Union Proposal	See Attached
LOA 22.00-23-461—ALLEGED VIOLATIONS OF ARTICLE 22 AND 22T	Management Proposal	July 16, 2025
ARTICLE 101—SAFETY AND HEALTH	Union Proposal	See Attached
ARTICLE 101T—SAFETY AND HEALTH (TEMPS)	Union Proposal	See Attached
ARTICLE 21—GRIEVANCE AND ARBITRATION PROCEDURE	Union Proposal	February 27, 2025
LOA 22.00-23-463—EQUITY AND NON-DISCRIMINATION	Union Proposal	See Attached
ARTICLE 10—UNION RIGHTS	Union Proposal	See Attached
NEW LOA—DIGNITY CLAUSE	Union Proposal	June 26, 2025

*Note: Management's proposal for Article 10—Union Rights dated July 16, 2025 does not include report information provided to union.

1 **ARTICLE 22--NO DISCRIMINATION**

2 **Section 1.** It is the policy of the Employer and the Union not to engage in unlawful
3 discrimination against any employee because of race, color, marital status, religion, sex, national
4 origin, age, mental or physical disability, or any other protected class under State or Federal law.
5 Neither will the Employer discriminate based on gender identity, **gender expression**, ~~or~~ sexual
6 orientation, **or domestic violence victim status**. To this end, the Parties further agree to apply
7 the provisions of this Agreement equally to all employees in the bargaining unit without regard
8 to their status in any of the categories specified above and to support application of federal and
9 state laws and regulations, where applicable.

10 **Section 2.** Sexual harassment is considered a form of sex discrimination. No employee shall be
11 subjected to sexual harassment by the Employer, Union, or other bargaining unit members.
12 Unwelcome sexual advances, requests for sexual favors, and other deliberate or repeated
13 unsolicited verbal or physical conduct of a sexual nature constitutes sexual harassment when:
14 (a) submission to such conduct is made either explicitly or implicitly a term or condition of an
15 individual's employment;
16 (b) submission to or rejection of such conduct by an individual is used as the basis for
17 employment decisions affecting such individual; or
18 (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work
19 performance or creating an intimidating, hostile, or offensive working environment.

20 **Section 3. Once a grievance has been filed, protective measures will be taken to prevent the**
21 **grievant from having to continue working in the current conditions. Investigations of**
22 **grievances alleging any form of discrimination as outlined in this Article will only be**
23 **performed by an individual who has received trauma-informed training.** Any alleged

violations of Article 22 may only proceed to the Agency Head or designee level, and are not arbitrable. Grievances alleging any form of discrimination as listed in Section 1 will be submitted in writing within thirty (30) days of date the grievant or the Union knows or by reasonable diligence should have known of the alleged grievance ~~or when the grievant or the Union receives the outcome of a complaint filed with the Agency~~, directly to the Agency Head or designee as defined or used in [Article 21, Section 5](#). The Agency Head or designee shall respond within thirty (30) calendar days after receipt of the grievance.

Section 4. Discrimination grievances may be submitted by the Union or the grievant to the Bureau of Labor and Industries or the EEOC for resolution, if not already so filed. Nothing in this Article shall preclude an employee from filing a charge of discrimination with the Bureau of Labor and Industries or the EEOC at any time.

(NOTE: Time lines for filing tort claims notice or legal actions are not suspended by filing a grievance under this Article. This note is for information only and is not part of the contract.)

Section 5. Each Agency will maintain an internal complaint procedure that includes an escalation process for the statewide Discrimination and Harassment Free Workplace Policy. The internal complaint procedure will be included in new employee onboarding. Any alleged violations of the statewide Discrimination and Harassment Free Workplace Policy are not subject to the grievance and arbitration procedure outlined in Article 21. The employee's steward shall be able to request the investigatory file for the investigation upon its conclusion.

(See Letter of Agreement [22-00-23-461](#) & [22.00-23-463](#) in Appendix A).

1 **ARTICLE 22T--NO DISCRIMINATION (Temporary Employees)**

2 **Section 1.** It is the policy of the Employer and the Union not to engage in unlawful
3 discrimination against any employee because of race, color, marital status, religion, sex, national
4 origin, age, mental or physical disability, or any other protected class under State or Federal law.
5 Neither will the Employer discriminate based on gender identity, **gender expression**, ~~or~~ sexual
6 orientation, **or domestic violence victim status**. To this end, the Parties further agree to apply
7 the provisions of this Agreement equally to all employees in the bargaining unit without regard
8 to their status in any of the categories specified above and to support application of federal and
9 state laws and regulations, where applicable.

10 **Section 2.** **Once a grievance has been filed, protective measures will be taken to prevent**
11 **the grievant from having to continue working in the current conditions. Investigations of**
12 **grievances alleging any form of discrimination as outlined in this Article will only be**
13 **performed by an individual who has received trauma-informed training.** Any alleged
14 violations of Article 22T may only proceed to the Agency Head or designee level, and are not
15 arbitrable.-Complaints alleging any form of discrimination as listed in Section 1 will be
16 submitted in writing within thirty (30) days of date the complainant or the Union knows or by
17 reasonable diligence should have known of the alleged discriminatory act **or when the grievant**
18 **or the Union receives the outcome of a complaint filed with the Agency**, directly to the
19 Agency Head or designee. The Agency Head or designee shall respond within thirty (30)
20 calendar days after receipt of the grievance.

21 **Section 3.** Discrimination complaints may be submitted by the Union or the complainant to
22 the Bureau of Labor and Industries or the EEOC for resolution, if not already so filed. Nothing

in this Article shall preclude an employee from filing a charge of discrimination with the Bureau of Labor and Industries or the EEOC at any time.

Section 4. Each Agency will maintain an internal complaint procedure that includes an escalation process for the statewide Discrimination and Harassment Free Workplace Policy. The internal complaint procedure will be included in new employee onboarding. Any alleged violations of the statewide Discrimination and Harassment Free Workplace Policy are not subject to the grievance and arbitration procedure outlined in Article 21. The employee's steward shall be able to request the investigatory file for the investigation upon its conclusion.

(See Letter of Agreement [22-00-23-461](#) & [22.00-23-463](#) in Appendix A).

1 **ARTICLE 101--SAFETY AND HEALTH**

2 **Section 1.** The Agency agrees to abide by standards of safety and health in accordance with the
3 Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991).

4 **Section 2.** The Agency agrees to comply with the provisions of OAR 437-002-0161 Subdivision
5 K, Medical Services and First Aid. The Agency shall provide first aid kits in all work areas
6 which include the items listed in Oregon Occupational Health Rules. These kits shall be
7 inspected periodically to insure their completeness.

8 **Section 3.** If an employee claims that an assigned job, vehicle, or equipment is unsafe or might
9 endanger their health, and for that reason refuses to do the job or use the vehicle or equipment,
10 the employee shall immediately give specific reason(s) in writing to their supervisor. If disputing
11 the employee's claim, the supervisor will request an immediate determination by the Agency
12 Safety Officer, or if none is available, by [Oregon Occupational Safety and Health Administration](#)
13 [\(OROSHA\) of the Department of Consumer & Business Services](#), as to whether the job, vehicle
14 or equipment is safe or unsafe. The supervisor will inform the employee of the disposition of the
15 claim.

16 **Section 4.** Pending the disposition of the claim, the employee shall be given another vehicle or
17 equipment or other work. If no work is available, the employee shall be sent home. Time lost by
18 the employee, as a result of refusal to perform work on the grounds that it is unsafe under
19 Oregon Safe Employment Act standards, shall not be paid by the Agency unless the employee's
20 claim is upheld by the Agency Safety Officer or the Department of Consumer & Business
21 Services.

22 **Section 5.** As provided by ORS 656.202, if in the conduct of official duties an employee is
23 exposed to serious communicable diseases or hazardous materials which would require

immunizations or testing, or which result in an illness or disability, the employee should file a workers' compensation claim for costs associated with the exposure, illness or disability. Time for immunizations or testing for an employee who is exposed to a serious communicable disease on the job, and which is not covered by the employee's workers' compensation claim, shall be considered regular work activity. Immunizations or testing required by the Agency will be paid by the Agency without cost to the employee and without deduction from accrued sick leave. Where immunization or testing shall prevent or help prevent such disease from occurring, employees shall be granted accrued sick leave for the time off from work required for the immunization or testing.

Section 6. Employees shall be informed of any toxic or hazardous materials in the workplace in accordance with OAR 437-002-0360 29 CFR 1910.1200.

Section 7. Air Quality Index (AQI)

(a) The Air Quality Index (AQI) was developed by the US Environmental Protection Agency as an indicator of overall air quality and is based on the five (5) criteria pollutants regulated under the Clean Air Act: ground-level ozone, particulate matter, carbon monoxide, sulfur dioxide, and nitrogen dioxide. Employee exposure levels to wildfire smoke is determined by the current workplace ambient air concentration for particulate matter 2.5 (PM2.5), regardless of the concentrations for other pollutants.

(b) Outdoor Work and Air Quality. Employees who are required to work outside when outdoor air concentration for PM2.5 reach at or above 55.5

ug/m3 (equivalent to an AQI at or above 151) will be provided with the appropriate OSHA recommended safety equipment.

(c) When elevated AQI levels require a building closure or delayed opening, [Article 123-Inclement or Hazardous Conditions](#) shall apply.

Section 8. The Employer is committed to a violence-free work environment and will take appropriate measures to promote a safe work environment, pursuant to agency or the statewide Violence-Free Workplace Policy (50.010.02) whichever is appropriate.

Section 9. The Employer is committed to taking appropriate measures in creating and maintaining a professional workplace that is respectful, professional and free from inappropriate workplace behavior, pursuant to the statewide Maintaining a Professional Workplace Policy (50.010.03). Each Agency will maintain an internal complaint procedure that includes an escalation process. The internal complaint procedure will be included in new employee onboarding. No employee shall be subject to retaliation for filing a complaint, providing a statement, or otherwise participating in the administration of this process. **Once a complaint has been filed, protective measures will be taken to prevent the complainant from having to continue working in the current conditions.** Any alleged violations of the statewide

Maintaining a Professional Workplace Policy are not subject to the grievance and arbitration procedure outlined in [Article 21](#). **However, the employee's steward shall be able to request the investigatory file for the investigation upon its conclusion.**

Section 10. Where appropriate, the Agency will provide trauma training and critical-incident stress debriefing. If the Union believes that additional employees in their Agency need trauma training, the issue shall be addressed through Agency Labor/Management Committees.

68 **Section 11.** The Employer will research the ability to provide employees access to the Mental
69 Health First Aid Training. The Employer shall provide the Union with the research obtained and
70 will notify the Union regarding the State’s ability to provide access to the Mental Health First
71 Aid training on a statewide basis by December 31, 2023.
72 (See Letter of Agreement [101.00-21-393](#) in Appendix A.)

73

1 **ARTICLE 101T--SAFETY AND HEALTH (Temporary Employees)**

2 **Section 1.** The Agency agrees to abide by standards of safety and health in accordance with the
3 Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991).

4 **Section 2.** The Employer is committed to taking appropriate measures in creating and
5 maintaining a professional workplace that is respectful, professional and free from inappropriate
6 workplace behavior, pursuant to the statewide Maintaining a Professional Workplace Policy
7 (50.010.03). Each Agency will maintain an internal complaint procedure that includes an
8 escalation process. **This internal complaint procedure shall include the ability for employees**

9 **to report inappropriate workplace behavior specific to their protected class(es). Nothing**
10 **will prohibit the employee from filing the complaint through multiple processes and/or**

11 **filing a grievance at the same time.** The internal complaint procedure will be included in new
12 employee onboarding. No employee shall be subject to retaliation for filing a complaint,
13 providing a statement, or otherwise participating in the administration of this process. **Once a**

14 **complaint has been filed, protective measures will be taken to prevent the complainant**
15 **from having to continue working in the current conditions.** Any alleged violations of the

16 statewide Maintaining a Professional Workplace Policy are not subject to the grievance and
17 arbitration procedure outlined in [Article 21](#). **However, the employee's steward shall be able to**
18 **request the investigatory file for the investigation upon its conclusion.**

19 **Section 3.** Where appropriate, the Agency will provide trauma training and critical incident
20 stress debriefing. If the Union believes that additional employees in their Agency need trauma
21 training, the issue shall be addressed through Agency Labor/Management Committees.

22 **Section 4. Air Quality Index (AQI).**

- 23 (a) The Air Quality Index (AQI) was developed by the US Environmental
24 Protection Agency as an indicator of overall air quality and is based on
25 the five (5) criteria pollutants regulated under the Clean Air Act: ground-
26 level ozone, particulate matter, carbon monoxide, sulfur dioxide, and
27 nitrogen dioxide. Employee exposure levels to wildfire smoke is
28 determined by the current workplace ambient air concentration for
29 particulate matter 2.5 (PM2.5), regardless of the concentrations for other
30 pollutants.
- 31 (b) Outdoor Work and Air Quality. Employees who are required to work
32 outside when outdoor air concentration for PM2.5 reach at or above 55.5
33 ug/m3 (equivalent to an AQI at or above 151) will be provided with the
34 appropriate OSHA recommended safety equipment.
- 35 (c) When elevated AQI levels require a building closure or delayed opening,
36 [Article 123-Incident or Hazardous Conditions](#) shall apply.
37

1 **ARTICLE 10--UNION RIGHTS**

2 **Section 1. Rights/Obligations.**

3 (a) The Union and the Employer agree that there must be mutual respect for the rights and
4 obligations of the Union and the Employer and the representatives of each.

5 (b) Employees covered by the Agreement are at all times entitled to act through a Union
6 representative in taking any grievance action or following any alternate procedure under this
7 Agreement.

8 (c) Once a bargaining unit member files a grievance, the employee shall not be required to
9 discuss the subject matter of the grievance without the presence of the Union representative
10 if the employee elects to be represented by the Union.

11 **Section 2.** The provisions of this Article and Articles 10.1 through 10.5 cover temporary
12 employees. However, pay status provisions of this Article and Articles 10.1 through 10.5 shall
13 not apply to temporary employees; instead temporary employees will be unscheduled rather than
14 being in pay status or on paid or unpaid leaves for authorized activities. Such activities shall
15 attempt to be scheduled during the temporary employee Steward's non-work hours.

16 **Section 3. Union Organizer Visitations.**

17 (a) Union Organizers shall be allowed reasonable access to bargaining unit members. The
18 purpose of these visits will be to meet with employees during the employees' regular work
19 hours at the employees' regular work location to investigate and discuss grievances,
20 workplace-related complaints and other matters relating to the employment relations. The
21 Union Shall give the Agency reasonable notice of these visits.

22 (b) Union Organizers may conduct meetings at the employees' regular work location before or
23 after the employees' regular work hours, during meal periods and during other break periods.

Union Organizers may use Agency facilities or property for purposes of conducting meetings with the represented employees in the bargaining unit. Union Organizers may hold the meetings at a time and place set by the Union Organizers, provided the meetings adhere to the current building use policies, space is available, proper scheduling has been arranged and the meetings do not interfere with the Agency's operations. The Union agrees to provide the Agency and the Department of Administrative Services Labor Relations Unit with a list of authorized Union Organizers.

Section 4.

(a) Bulletin Boards. The Agency shall allow the use of reasonable bulletin board space for communicating with employees. Union material shall not be displayed in the work area except in the designated bulletin board space. Additionally, the DAS Labor Relations Unit will post links to Agency-level SEIU virtual bulletin board spaces on the DAS Labor Relations Unit internet website. The content of the virtual bulletin boards will be managed by SEIU.

(b) E-Mail Messaging System. Union representatives and SEIU-represented employees may use an Agency's e-mail messaging system to communicate about Union business provided that all of the following conditions are followed:

- (1) Use shall not contain false, unlawful, offensive or derogatory statements against any person, organization or group of persons. Statements shall not contain profanity, vulgarity, sexual content, character slurs, threats or threats of violence. The content of the e-mail shall not contain rude or hostile references to race, marital status, age, gender, sexual orientation, religious or political beliefs, national origin, health or disability.

- (2) Except as modified by this Article, an Agency shall have the right to control its e-mail system, its uses or information.
- (3) The Agency reserves the right to trace, review, audit, access, intercept, recover or monitor use of its e-mail system without notice.
- (4) Use of the e-mail system will not adversely affect the use of or hinder the performance of an Agency's computer system for Agency business.
- (5) Group e-mails shall not include attachments or contain graphics (except for the Union logo), and shall be no more than approximately three (3) pages. Recipients of such group e-mails shall not use the "Reply All" function.
- (6) E-mail usage shall comply with Agency policies applicable to all users such as protection of confidential information and security of equipment.
- (7) The Agency will not incur any additional costs for e-mail usage including printing.
- (8) The Union will hold the Employer and Agency harmless against any lawsuits, claims, complaints or other legal or administrative actions where action is taken against the Union or its agents (including Union staff, Union officers and Stewards) regarding any communications or effect of any communications that are a direct result of use of e-mail under this Article.
- (9) Such e-mail communications shall only be between SEIU-represented employees and managers, within their respective agency, and the Union. However, for purposes of negotiations, bargaining team members may communicate across agencies. Additionally, DAS recognized joint multi-Agency Labor-Management Committee members and the Union's Board of Directors may communicate across agencies. Union officers and stewards may communicate with Union officers and Stewards

70 across agencies for purposes of contract administration. The Union shall provide the
71 names of its Board of Directors, Union Officers and Union Stewards to DAS.

72 (10) Use of Agency's e-mail system shall be on employee's non-work time.

73 (11) E-mail communication may include links to the Union website, which may be accessed
74 on non-work time.

75 (12) Nothing shall prohibit an employee from forwarding an e-mail message to their home
76 computer.

77 (13) E-mail shall not be used to lobby, solicit, recruit, persuade for or against any political
78 candidate, ballot measure, legislative bill or law, or to initiate or coordinate strikes,
79 walkouts, work stoppages, or activities that violate the Contract.

80 (14) Should the Employer believe that the Union's staff has violated Article 10, Section 5(b)
81 of the Master Agreement, the Employer will notify the Union's Executive Director, in
82 writing, within thirty (30) calendar days from the date of the alleged misuse of an
83 Agency's e-mail system. The Executive Director shall respond, in writing, within thirty
84 (30) days and include the action that will be taken to enforce the Master Agreement.
85 If, despite these actions, the violation continues, the Employer will notify the Union, in
86 writing, within thirty (30) calendar days that the alleged misuse may be arbitrated. For
87 the purpose of this Article, employees who are working for the Union while on a Union
88 leave of absence will be considered Union staff.

89 **Section 5. Union Steward Representation.** The Employer agrees that a Union Steward system
90 exists for employee representation available to all employees covered by this Agreement and also
91 agrees to respect that when the employee is acting in their role of Steward, the relationship is
92 different than that of supervisor and employee.

In order to be able to effectively carry out their duties as Union Stewards, all Stewards shall have access to the appropriate equipment and space in order to be able to communicate privately and safely with the employee.

Section 6. List of Union Stewards. The Union shall provide the Employer (Department of Administrative Services and each Agency)* with a list of the names of authorized Union Stewards, including their work location, and worksite representation responsibility. The lists shall be updated as necessary. If problems arise regarding Union Steward authorized activities in representing employees, the Union agrees to discuss the problem with the Department of Administrative Services Labor Relations Unit or the Agency as the situation suggests.

*For DMV, Agency means the Division Administrator.

Section 7. The Employer agrees that there shall be no reprisal, coercion, intimidation, or discrimination against any Union Steward or elected officers for protected Union activities. It is recognized that only certain protected activities are permitted during work hours.

Section 8. New Employee Orientation.

(a) All SEIU represented employees who are new to state service shall attend the Uplift Oregon benefits workshop within thirty (30) days of hire. Employees shall have access to the training within fourteen (14) days of hire, or before an employee completes their benefits enrollment documents. The Union shall have time allotted during this training to share union information with SEIU represented employees.

(b) Agencies will establish a new employee orientation that includes thirty (30) minutes for a representative of the Union to share union information. **Employees who work in person shall receive their new employee orientation in person on a day that they are scheduled to work in person.** If the Union representative is an employee of the Agency, the employee

shall be given time off with pay to make the presentation. The new employee orientation will occur within thirty (30) days of hire. The Agency will provide the Union reasonable notice of the place and time of the new employee orientation. All SEIU-represented employees who are new to an agency shall attend a new employee orientation within thirty (30) days of hire.

When a new employee achieves regular status after their trial service period, a Union representative shall have thirty (30) minutes to meet with the employee. Employees who work in person shall be able to meet with the Union representative in person on a day that they are scheduled to work in person. If the Union representative is an employee of the Agency, the employee shall be given time off with pay to meet with the new employee.

Section 9. Upon notice to their immediate supervisor, Union Stewards will be granted mutually agreed upon paid time off during regularly scheduled working hours:

- (a) to investigate and process grievances;
- (b) to represent bargaining unit employees in investigatory interviews;
- (c) to be present upon request when an employee is reporting inappropriate workplace behavior through the process set forth in DAS or Agency policy; and
- (d) to be present, upon request, when an employee is reporting discrimination or harassment in the workplace through the process set forth in DAS policy; and
- (e) to be present upon request when an employee is attending an ADA accommodation request meeting.

137 **The Union will provide the State with a list of stewards trained in equity.**
138 **Equity stewards shall work with employees within their own Agency, unless a trained**
139 **steward does not exist within the Agency, or, there is a conflict.**

140 If the permitted activities would interfere with the work the Steward or employee is
141 expected to perform, the immediate supervisor shall, within the next workday, arrange a
142 mutually satisfactory time for the requested activity. Upon request of an employee who has
143 received a written disciplinary action, a Union Steward may use Agency time to investigate
144 the disciplinary action before the filing of a written grievance pursuant to Article 21 of the
145 Agreement. Request for the use of Agency time to meet with the employee or communicate
146 by telephone, if the employee is not at the same worksite, shall be pursuant to Article 10 and
147 10.1-10.5 of this Agreement.

148 **Section 10.** Union Stewards will receive their regular rate of pay for time spent processing
149 grievances and representing bargaining unit employees in investigatory interviews as described in
150 Article 20 and Article 21 during their regularly scheduled hours of employment. Union Stewards
151 who are working a mandated shift in an overtime status shall be compensated at the overtime rate
152 of pay for any pre-scheduled investigatory meeting or grievance meeting requiring their attendance
153 that is scheduled during that shift. Union Stewards who are working a voluntary or mandated shift
154 in an overtime status shall be compensated at the overtime rate of pay when representing a
155 bargaining unit employee in an investigatory meeting, at the request of management or Human
156 Resources. Only one (1) Union Steward will be in pay status for any one (1) grievance except
157 where a grievance involves employees in more than one (1) Agency or where another Steward
158 within the same Agency and work location accompanies a Steward in training. The Steward in
159 training may have another Steward accompany them through two (2) investigatory processes and

to attend meetings with management related to a maximum of two (2) grievances during their regular working hours. Supervisors may request that Stewards maintain and submit a monthly activity report of work time spent investigating and processing grievances.

The Union shall indemnify and the Union and President hold the State harmless against any and all claims, damages, suits, or other forms of liability which may arise out of any action taken or not taken by the State for the purpose of complying with this Section.

Section 11. The Employer is not responsible for any compensation of employees or their representative for time spent processing grievances or distributing Union material outside their scheduled hours of employment. The Employer is not responsible for any travel or subsistence expenses incurred by a grievant or Union Steward in the processing of grievances.

Section 12. Union Stewards may be granted twelve (12) hours of paid time off per calendar year during regularly scheduled working hours at a mutually agreed upon time to attend meetings or trainings that pertain to labor-management issues, collective bargaining updates, or any other non-political topics.

Section 13. Sublocal officers may be granted twelve (12) hours of paid time off per calendar year during regularly scheduled working hours at a mutually agreed upon time to participate in union meetings.

Section 14 13. Official Union delegates and members of the SEIU Local 503, OPEU, Board of Directors, including assistant directors, shall be granted personal leave, accrued vacation leave, accrued compensatory time, or leave of absence without pay at their request to attend the Union's biennial General Council and the SEIU quadrennial International Convention.

The Union shall notify the DAS Labor Relations Unit of the names of official delegates and board members who shall attend General Council, at least thirty (30) days in advance of the date

183 of the General Council. The Labor Relations Unit will notify the SEIU-represented agencies and
184 refer them to an on-line location to review the electronic list to use in granting the leave pursuant
185 to this provision. In the event there are modifications to the notification, the Union agrees to send
186 the modification request directly to the Agency. In emergency situations where the Union is unable
187 to provide thirty (30) days advance notice, delegates and board members shall be granted leave
188 with less than thirty (30) days notice unless, by granting such leave, the Agency will suffer undue
189 hardship.

190 Subject to the employee's work unit operating requirements, official Union Stewards shall
191 be granted personal leave, accrued vacation leave, accrued compensatory time, or leave of absence
192 without pay at their request to attend the Union's annual Steward Conference. Such request will
193 be submitted in writing at least ten (10) workdays before the conference.

194 The Union President or Executive Director shall, at their request, be given release time from
195 their position for a period not to exceed the term of their office for the performance of Union duties
196 directly related and central to the collective bargaining relationship. However, if the Union
197 President or Executive Director requests release time for less than their full regular schedule, such
198 release time shall be subject to the Employer's approval based on the operating needs of the
199 employee's work unit. The Union shall, within thirty (30) days of payment to the President or
200 Executive Director, reimburse the State for payment of appropriate salary, benefits, paid leave
201 time, pension, and all other Employer-related costs. The Union shall indemnify and the Union and
202 President or Executive Director hold the State harmless against any and all claims, damages, suits,
203 or other forms of liability which may arise out of any action taken or not taken by the State for the
204 purpose of complying with this Section.

In addition to any leave for General Council and the SEIU quadrennial International Convention, each of the Union's other statewide officers, including Vice President, Secretary, and Treasurer, shall, with prior approval from their supervisor, be given release time from their position for up to four (4) hours per month during the term of their office for the performance of Union duties directly related and central to the collective bargaining relationship. The Union shall, within thirty (30) days of payment to the statewide officer, reimburse the State for payment of appropriate salary, benefits, paid leave time, pension, and all other Employer-related costs. The Union shall indemnify and the Union and statewide officer hold the State harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the State for the purpose of complying with this Section.

Section 15 14.

(a) Upon timely request, the Department of Administrative Services shall make available at no cost to the Union the latest copy of any SEIU Local 503, OPEU bargaining unit employee statistical and expenditure reports relative to employment and benefits currently produced by the Department of Administrative Services which do not require manual or machine editing to remove confidential data or non-SEIU Local 503, OPEU bargaining unit employee data. Such request must be made in advance of the preparation of the reports. If new and appropriate employee statistical and expenditure reports are produced by the Department of Administrative Services, the Department and the Union may mutually agree in advance to provide such reports at no cost.

(b) Upon request, the Department of Administrative Services shall make available to the Union at cost any SEIU Local 503, OPEU bargaining unit employee statistical and expenditure data relative to employment and benefits which is possible to produce, although not normally

produced, by the Department of Administrative Services. Data that are not normally produced, but possible to produce, include manual or machine editing of existing reports to remove confidential data or data on non-SEIU Local 503, OPEU bargaining unit employees or data or reports that require new development.

(c) New Employee Daily Reports. The Employer shall provide a daily report of new SEIU-represented workers where the hire business process has been successfully completed in the day prior. The report shall contain:

- Employee Name
- Classification Name and Number
- Agency
- Type of Appointment
- Employment Start Date
- Worksite Location Name
- Worksite Address
- Supervisor Name and Email Address
- Employee Identification Number/Oregon Identification (EIN/ORI)

- Employee Work Phone Number
- Employee Work Email

Section 16 15. Dues Deduction.

- (a) Upon written, electronic or recorded voice request from an employee, monthly Union dues plus any additional voluntary Union deductions shall be deducted from the employee's salary and remitted to the Union. Additionally, upon written notice from the Union, authorized increases in Union dues in the form of special assessments, shall be deducted from the employee's salary and remitted to the Union according to this Section. Such notice shall include the amount and duration of the authorized special assessment(s). All applications or cancellations of membership shall be submitted by the employee to the Union. Any written applications for Union membership and/or authorizations for Union dues and/or other deductions or for dues cancellations which an Agency receives shall be promptly forwarded to the Union. The Union will maintain the written, electronic and recorded voice authorization records and will provide copies to the Employer upon request.
- (b) The Union shall provide the Employer a list identifying the employees who have provided authorization for the Employer to make deductions from the employee's salary or wages to pay dues, fees, and any other assessments or authorized deductions to the Union.
- (c) Dues Deduction Register. An alphabetical listing of dues deducted for the previous month for SEIU Local 503, OPEU members by Agency shall be forwarded electronically to the Union by the third workday for each month with the dues check. The listing shall be compiled and mailed by the Payroll centers (e.g., Joint Payroll) and shall list the employee's name (last, first, middle initial), Employee Identification Number, amount deducted, base pay, classification number, and representation code.

(d) Dues Adjustment Summaries for SEIU Local 503, OPEU Members. Summaries will be forwarded by the Agency payroll office to the Union by the tenth (10th) workday of the following month. The Dues Adjustment Summary will reconcile the previous month's remittance with the current month's remittance. The Dues Adjustment Summary will be an alphabetical listing and shall show the following:

- Name (last name first, full first name, middle initial)
- Formatted Employee Identification Number
- Prior month deduction
- Current month deduction
- Variance (difference between prior month deduction and current month)
- Reason for change in dues deduction amount (correction for previous month's error and explanation, salary increase, salary decrease, hourly, part-time, new member, cancellation, transfer to or from which Agency, layoff, retirement, termination, name change, leave of absence without pay, return from leave of absence without pay, end or beginning of season for seasonal employee).

The Union recognizes that the above information may require hand editing and/or notations.

Therefore, only repeated errors or omissions will be considered a violation of this Section.

The Union shall notify the Agency payroll offices of any required corrections resulting from this Section.

(e) Timely Deductions. A file containing new authorizations or changes in authorizations for employee Union deductions will be submitted by the Union to the Employer electronically by close of business on the business day immediately preceding the twentieth (20th) of each month. The Employer agrees that new or changed Union payroll deduction authorizations

submitted within the timelines above shall be deducted from the next issued paycheck for the previous applicable pay period.

(f) The Agency shall continue to deduct dues from employees as long as the employee remains on the same designated payroll, except when the employee requests cancellation of the dues deduction in writing, including reemployed seasonals and employees recalled from layoff lists.

(g) Quarterly Audit. The Employer agrees to run an audit comparing the full list of all represented bargaining unit employees with Union deductions as provided for electronically by the Union. This audit shall take place at least quarterly or as mutually agreed upon in writing by the Parties.

(h) Upon return from leave of absence or leave without pay, the Agency shall reinstate the payroll deduction of Union dues from those workers who were having dues deducted immediately prior to taking leave.

(i) If a Union member transfers to another Agency represented by SEIU Local 503, OPEU, the gaining Agency will designate the employee as a transfer on the new employee list referenced in Section 14(c) if the gaining Agency is aware the employee has transferred. The employee need not complete a new membership application.

(j) Each payroll center shall provide monthly electronic data files of all SEIU Local 503, OPEU-represented employees and all SEIU Local 503, OPEU members which would contain the following information:

- Employee Identification Number
- Employee name
- Agency

- 314 • Home address
- 315 • Position number (when applicable)
- 316 • Salary range and current step
- 317 • Base pay
- 318 • Benefit pay (any nonworking time for which the employee is paid)
- 319 • Gross pay
- 320 • Premium pay (overtime, ~~shift~~ differentials, hazard duty pay)
- 321 • Dues amount deducted
- 322 • Designation (member, non-member, non-dues payer)
- 323 • Representation code
- 324 • Month and year of the pay period

325 Additionally, the Employer shall provide monthly electronic data from personnel data files
326 of all SEIU Local 503-represented employees which contain the following information:

- 327 • Employee Identification Number
- 328 • Employee name
- 329 • Home address
- 330 • Supervisor Name and Email Address
- 331 • Agency
- 332 • Race/ethnicity (if available on the system)
- 333 • Gender identity (if available on the system)
- 334 • Home phone number
- 335 • Work phone number
- 336 • Work email address

- 337 • Hire date
- 338 • Service date
- 339 • **Benefit eligibility date**
- 340 • Strikeable code
- 341 • Leave record code
- 342 • Leave record date
- 343 • Appointment type
- 344 • Worksite Name
- 345 • Worksite Address
- 346 • **Supervisory Organization (division/program)**
- 347 • **Remote work status**
- 348 • Month and year of the personnel data

349 (k) Special Reports. Upon request, the payroll centers will make available to the Union at cost,
350 on a timely basis the following reports:

- 351 (1) An alphabetical listing of the names of all SEIU Local 503, OPEU-represented
- 352 employees within an Agency;
- 353 (2) An alphabetical listing of all SEIU Local 503, OPEU non-dues payers by Agency.

354 These reports shall contain:

- 355 • Employee name;
- 356 • Employee Identification Number;
- 357 • Employee work phone number;
- 358 • Employee work email address;
- 359 • Classification with representation code;

- Report distribution code and definition code; and,
- Work City (if available)/County code.

(l) The Parties agree that if the Employer adopts a biweekly pay plan this Section of the Contract will be opened to negotiate any issues including but not limited to readjusting reports and due dates.

(m) The Union shall indemnify and hold the Employer harmless against claims, demands, suits, or other forms of liability which may arise out of action taken by the Employer for the purpose of complying with the provisions of this Article.

(n) The Employer will bill the Union for any additional costs associated with preparing information not already specifically contained in this Article. Upon request, the Employer will meet with the Union to discuss the Employer providing an additional standard magnetic tape format for information the Union requires.

(o) Any additional information requested under this Section may be made electronically available to the Union where reasonably feasible.

Section 16. Other Deductions. Voluntary payroll deductions made to the Union for employee benefits will be submitted at the same time as regular dues deductions.

No later than the fifteenth (15th) of each month, the Union shall receive a benefit register for each benefit listing each employee, the amount deducted, and the purpose of the deduction.

Section 17. Unique Employee Identifier.

(a) The Employer will use "OR" as the two (2) character designation to be followed by a seven (7) digit number for its unique employee identifier (employee number).

(b) When the Union requests that the Employer resolve potential duplicate record issues, the Union will provide available information on that employee. The Employer will make every

383 reasonable effort to aid the Union in resolving duplicate record issues using all information
384 available to the Employer. The Employer will designate a contact person for duplicate record
385 queries.

386 (c) The Employer, including authorized Agency staff, where appropriate, will respond to queries
387 from SEIU Local 503, OPEU staff regarding represented employees. SEIU Local 503,
388 OPEU staff will use the Employee Identification Number when making such inquiries.

389

LETTER OF AGREEMENT 22.00-23-463

Article 22 & 22T—No Discrimination**Equity and Non-Discrimination Initiative**

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

To better understand the factors that might prevent the State of Oregon from retaining an ethnically and culturally diverse workforce, the Parties agree to the following:

~~1. Stewards:~~

~~a. Stewards shall be allowed paid time to be present upon request when an employee is reporting what they believe to be discrimination, workplace harassment, workplace intimidation, sexual harassment or sexual assault through the process set forth in DAS policy or filing grievances under Article 22 and Article 22T and when an employee is filing a complaint under Article 101 Section 9 that involves a protected class.~~

~~b. The Union will provide the State with a list of stewards trained to handle equity issues. These stewards shall be allowed to work with employees on paid time pursuant to 1(a). Every Agency may have one (1) steward and Agencies that have over two thousand (2,000) represented employees may have two (2) stewards. Stewards shall work with employees within their own Agency, unless a trained steward does not exist within the Agency, or, there is a conflict.~~

~~2. Equity Review Committee~~

~~a. By January 1, 2024, the Parties will establish a statewide Equity Review Committee. The committee would be comprised of eight (8) members, with four (4) members appointed by the Union and four (4) management representatives. There will be one (1) union co chair of the committee and one (1) management co chair. The Union and the State may have additional staff work with the committee.~~

~~b. The committee will meet on at least a quarterly basis.~~

3. On a quarterly basis, the State will provide the Union the following data:

~~a. On a quarterly basis, the committee will receive, in a de-identified format, the following data:~~

~~i. A list of employees who promoted within the Agency, including their race/ethnicity (if known), age, gender identity, (if known), **disability status (if known), veteran status (if known)**, and any other known protected class(es) that may apply. **(For each Agency on the list, the committee will also receive data on the current make-up of the Agency for any protected class).**~~

~~ii. A list of employees who separated from state service within the Agency, including the reason for separation, their race/ethnicity (if known), age, gender identity (if known), **disability status (if known), veteran status (if known)**, and any other known protected class(es) that may apply. **(For each Agency on the list, the committee will also receive data on the current make-up of the Agency for any protected class).**~~

~~iii. A statewide report that provides a summary of all personnel investigations initiated by all state agencies that would include the following:~~

- ~~1. Allegation category (categories supplied by DAS)~~
- ~~2. Date agency was aware of the allegation~~

3. Date investigation was initiated/concluded

4. ~~Disposition~~ **Determination and outcome** of investigation

5. Special notes (i.e., delayed for criminal investigation, employee resigned during investigation, investigation assumed by third party)

4. **On a quarterly basis, the Union will have time on the agenda of the Workplace Investigations Advisory Group.**

~~a. Committee members will actively discuss the data they receive and will submit a report on a quarterly basis to the Workplace Investigations Advisory Group. The report will identify any potential enterprise level trends, potential individual agency trends, concerns, and recommendations.~~

~~b. Committee members 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.~~

This Agreement shall sunset on June 30, **2027** 2025, unless mutually agreed to continue.