EMPLOYER PACKAGE PROPOSAL - S

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

^{*}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
- discrimination against any employee because of race, color, marital status, religion, sex,
- 4 national origin, age, mental or physical disability, or any other protected class under State
- or Federal law. Neither will the Employer discriminate based on gender identity or sexual
- 6 orientation. To this end, the Parties further agree to apply the provisions of this
- Agreement equally to all employees in the bargaining unit without regard to their status in
- 8 any of the categories specified above and to support application of federal and state laws
- 9 and regulations, where applicable.
- Section 2. Sexual harassment is considered a form of sex discrimination. No employee
- shall be subjected to sexual harassment by the Employer, Union, or other bargaining unit
- members. Unwelcome sexual advances, requests for sexual favors, and other deliberate
- or repeated unsolicited verbal or physical conduct of a sexual nature constitutes sexual
- 14 harassment when:
- 15 (a) submission to such conduct is made either explicitly or implicitly a term or condition
- of an individual's employment;
- 17 (b) submission to or rejection of such conduct by an individual is used as the basis for
- employment decisions affecting such individual; or
- 19 (c) such conduct has the purpose or effect of unreasonably interfering with an
- individual's work performance or creating an intimidating, hostile, or offensive
- working environment.
- Section 3. 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

24 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 25 26 grievance, 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 27 after receipt of the grievance. 28 29 **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. 30 Nothing in this Article shall preclude an employee from filing a charge of discrimination 31 32 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 33 filing a grievance under this Article. This note is for information only and is not part of the 34 contract.) 35 (See Letter of Agreement 22-00-23-461 & 22.00-23-463 in Appendix A). 36 Section 5. Each Agency will maintain an internal complaint procedure that includes 37 an escalation process for the statewide Discrimination and Harassment Free 38 Workplace Policy. The internal complaint procedure will be included in new 39 employee onboarding. Any alleged violations of the statewide Discrimination and 40 Harassment Free Workplace Policy are not subject to the grievance and arbitration 41 procedure outlined in Article 21. 42 43

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,
- 4 national origin, age, mental or physical disability, or any other protected class under State
- 5 or Federal law. Neither will the Employer discriminate based on gender identity or sexual
- 6 orientation. To this end, the Parties further agree to apply the provisions of this
- Agreement equally to all employees in the bargaining unit without regard to their status in
- 8 any of the categories specified above and to support application of federal and state laws
- 9 and regulations, where applicable.
- 10 **Section 2.** Any alleged violations of Article 22T may only proceed to the Agency Head
- or designee level, and are not arbitrable. Complaints alleging any form of discrimination
- as listed in Section 1 will be submitted in writing within thirty (30) days of date the
- complainant or the Union knows or by reasonable diligence should have known of the
- alleged discriminatory act, directly to the Agency Head or designee. The Agency Head
- or designee shall respond within thirty (30) calendar days after receipt of the grievance.
- 16 **Section 3.** Discrimination complaints may be submitted by the Union or the
- complainant 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.
- 20 (See Letter of Agreement <u>22-00-23-461</u> & <u>22.00-23-463</u> in Appendix A).
- 21 Section 4. Each Agency will maintain an internal complaint procedure that includes
- 22 an escalation process for the statewide Discrimination and Harassment Free

23	Workplace Policy. The internal complaint procedure will be included in new
24	employee onboarding. Any alleged violations of the statewide Discrimination and
25	Harassment Free Workplace Policy are not subject to the grievance and arbitration
26	procedure outlined in Article 21.
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ARTICLE 10--UNION RIGHTS

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2 Section 1. Rights/Obligations.

- (a) The Union and the Employer agree that there must be mutual respect for the rights
 and obligations of the Union and the Employer and the representatives of each.
- (b) Employees covered by the Agreement are at all times entitled to act through a Union
 representative in taking any grievance action or following any alternate procedure
 under this Agreement.
- (c) Once a bargaining unit member files a grievance, the employee shall not be required to discuss the subject matter of the grievance without the presence of the Union representative if the employee elects to be represented by the Union.
 - Section 2. The provisions of this Article and Articles 10.1 through 10.5 cover temporary employees. However, pay status provisions of this Article and Articles 10.1 through 10.5 shall not apply to temporary employees; instead temporary employees will be unscheduled rather than being in pay status or on paid or unpaid leaves for authorized activities. Such activities shall attempt to be scheduled during the temporary employee Steward's non-work hours.

Section 3. Union Organizer Visitations.

18 (a) Union Organizers shall be allowed reasonable access to bargaining unit members.

19 The purpose of these visits will be to meet with employees during the employees'

20 regular work hours at the employees' regular work location to investigate and

21 discuss grievances, workplace-related complaints and other matters relating to the

22 employment relations. The Union Shall give the Agency reasonable notice of these

23 visits.

(b) Union Organizers may conduct meetings at the employees' regular work location before or 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.

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- (a) <u>Bulletin Boards.</u> 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) <u>E-Mail Messaging System.</u> 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

The content of the e-mail shall not contain rude or hostile of violence. 47 references to race, marital status, age, gender, sexual orientation, religious or 48 political beliefs, national origin, health or disability. 49 (2) Except as modified by this Article, an Agency shall have the right to control its 50 e-mail system, its uses or information. 51 (3) The Agency reserves the right to trace, review, audit, access, intercept, recover 52 or monitor use of its e-mail system without notice. 53 (4) Use of the e-mail system will not adversely affect the use of or hinder the 54 performance of an Agency's computer system for Agency business. 55 (5) Group e-mails shall not include attachments or contain graphics (except for the 56 Union logo), and shall be no more than approximately three (3) pages. 57 Recipients of such group e-mails shall not use the "Reply All" function. 58 (6) E-mail usage shall comply with Agency policies applicable to all users such as 59 protection of confidential information and security of equipment. 60 The Agency will not incur any additional costs for e-mail usage including 61 printing. 62 The Union will hold the Employer and Agency harmless against any lawsuits, 63 claims, complaints or other legal or administrative actions where action is taken 64 against the Union or its agents (including Union staff, Union officers and 65 Stewards) regarding any communications or effect of any communications that 66 are a direct result of use of e-mail under this Article. 67 (9) Such e-mail communications shall only be between SEIU-represented 68

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

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

- (11) E-mail communication may include links to the Union website, which may be accessed on non-work time.
- (12) Nothing shall prohibit an employee from forwarding an e-mail message to their home computer.
- (13) E-mail shall not be used to lobby, solicit, recruit, persuade for or against any political candidate, ballot measure, legislative bill or law, or to initiate or coordinate strikes, walkouts, work stoppages, or activities that violate the Contract.
- (14) Should the Employer believe that the Union's staff has violated Article 10, Section 5(b) of the Master Agreement, the Employer will notify the Union's Executive Director, in writing, within thirty (30) calendar days from the date of the alleged misuse of an Agency's e-mail system. The Executive Director shall respond, in writing, within thirty (30) days and include the action that will be taken to enforce the Master Agreement. If, despite these actions, the violation continues, the Employer will notify the Union, in writing, within thirty (30)

calendar days that the alleged misuse may be arbitrated. For the purpose of 93 this Article, employees who are working for the Union while on a Union leave 94 of absence will be considered Union staff. 95 Section 5. Union Steward Representation. The Employer agrees that a Union Steward 96 system exists for employee representation available to all employees covered by this 97 Agreement and also agrees to respect that when the employee is acting in their role of 98 Steward, the relationship is different than that of supervisor and employee. 99 In order to be able to effectively carry out their duties as Union Stewards, all Stewards 100 shall have access to the appropriate equipment and space in order to be able to 101 communicate privately and safely with the employee. 102 **Section 6.** List of Union Stewards. The Union shall provide the Employer (Department 103 of Administrative Services and each Agency)* with a list of the names of authorized Union 104 Stewards, including their work location, and worksite representation responsibility. The 105 lists shall be updated as necessary. If problems arise regarding Union Steward 106 authorized activities in representing employees, the Union agrees to discuss the problem 107 with the Department of Administrative Services Labor Relations Unit or the Agency as the 108 situation suggests. 109 *For DMV, Agency means the Division Administrator. 110 **Section 7.** The Employer agrees that there shall be no reprisal, coercion, intimidation, or 111 discrimination against any Union Steward or elected officers for protected Union activities. 112 It is recognized that only certain protected activities are permitted during work hours. 113 Section 8. New Employee Orientation. 114

- 115 (a) All SEIU represented employees who are new to state service shall attend the Uplift

 116 Oregon benefits workshop within thirty (30) days of hire. Employees shall have

 117 access to the training within fourteen (14) days of hire, or before an employee

 118 completes their benefits enrollment documents. The Union shall have time allotted

 119 during this training to share union information with SEIU represented employees.
- Agencies will establish a new employee orientation that includes thirty (30) minutes 120 for a representative of the Union to share union information. If the Union 121 representative is an employee of the Agency, the employee shall be given time off 122 with pay to make the presentation. The new employee orientation will occur within 123 thirty (30) days of hire. The Agency will provide the Union reasonable notice of the 124 place and time of the new employee orientation. All SEIU-represented employees 125 who are new to an agency shall attend a new employee orientation within thirty (30) 126 days of hire. 127
- Section 9. Upon notice to their immediate supervisor, Union Stewards will be granted mutually agreed upon paid time off during regularly scheduled working hours:
- 130 (a) to investigate and process grievances;
- 131 (b) to represent bargaining unit employees in investigatory interviews;
- 132 (c) to be present upon request when an employee is reporting inappropriate workplace
 133 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.

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

Section 10. Union Stewards will receive their regular rate of pay for time spent processing grievances and representing bargaining unit employees in investigatory interviews as described in Article 20 and Article 21 during their regularly scheduled hours of employment. Union Stewards who are working a mandated shift in an overtime status shall be compensated at the overtime rate of pay for any pre-scheduled investigatory meeting or grievance meeting requiring their attendance that is scheduled during that shift. Union Stewards who are working a voluntary or mandated shift in an overtime status shall be compensated at the overtime rate of pay when representing a bargaining unit employee in an investigatory meeting, at the request of management or Human Resources. Only one (1) Union Steward will be in pay status for any one (1) grievance except where a grievance involves employees in more than one (1) Agency or where another Steward within the same Agency and work location accompanies a Steward in training. The Steward in 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 161 request that Stewards maintain and submit a monthly activity report of work time spent 162 investigating and processing grievances. 163 The Union shall indemnify and the Union and President hold the State harmless 164 against any and all claims, damages, suits, or other forms of liability which may arise out 165 of any action taken or not taken by the State for the purpose of complying with this 166 Section. 167 **Section 12.** The Employer is not responsible for any compensation of employees or their 168 representative for time spent processing grievances or distributing Union material outside 169 their scheduled hours of employment. The Employer is not responsible for any travel or 170 subsistence expenses incurred by a grievant or Union Steward in the processing of 171 grievances. 172 Section 13. Union Stewards may be granted twelve (12) hours of paid time off per 173 calendar year during regularly scheduled working hours at a mutually agreed upon time 174 to attend meetings or trainings that pertain to labor-management issues, collective 175

<u>Section 14.</u> 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.

bargaining updates, or any other non-political topics.

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

Subject to the employee's work unit operating requirements, official Union Stewards 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 annual Steward Conference. Such request will be submitted in writing at least ten (10) workdays before the conference.

The Union President or Executive Director shall, at their request, be given release time from their position for a period not to exceed the term of their office for the performance of Union duties directly related and central to the collective bargaining relationship. However, if the Union President or Executive Director requests release time for less than their full regular schedule, such release time shall be subject to the Employer's approval based on the operating needs of the employee's work unit. The Union shall, within thirty (30) days of payment to the President or Executive Director, 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 President or Executive Director 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.

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.

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

229		Department and the Union may mutually agree in advance to provide such reports
230		at no cost.
231	(b)	Upon request, the Department of Administrative Services shall make available to the
232		Union at cost any SEIU Local 503, OPEU bargaining unit employee statistical and
233		expenditure data relative to employment and benefits which is possible to produce
234		although not normally produced, by the Department of Administrative Services
235		Data that are not normally produced, but possible to produce, include manual or
236		machine editing of existing reports to remove confidential data or data on non-SEIL
237		Local 503, OPEU bargaining unit employees or data or reports that require new
238		development.
239	(c)	New Employee Daily Reports. The Employer shall provide a daily report of new
240		SEIU-represented workers where the hire business process has been successfully
241		completed in the day prior. The report shall contain:
242		Employee Name
243		Classification Name and Number
244		• Agency
245		Type of Appointment
246		Employment Start Date
247		Worksite Location Name
248		Worksite Address
249		Supervisor Name and Email Address
250		Employee Identification Number/Oregon Identification (EIN/ORI)

- Employee Work Phone Number
- Employee Work Email

Section 16. 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) <u>Dues Deduction Register.</u> 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 275 Number, amount deducted, base pay, classification number, and representation 276 code. 277 (d) Dues Adjustment Summaries for SEIU Local 503, OPEU Members. Summaries will 278 be forwarded by the Agency payroll office to the Union by the tenth (10th) workday 279 of the following month. The Dues Adjustment Summary will reconcile the previous 280 month's remittance with the current month's remittance. The Dues Adjustment 281 Summary will be an alphabetical listing and shall show the following: 282 Name (last name first, full first name, middle initial) 283 Formatted Employee Identification Number 284 Prior month deduction 285 Current month deduction 286 Variance (difference between prior month deduction and current month) 287 Reason for change in dues deduction amount (correction for previous month's 288 error and explanation, salary increase, salary decrease, hourly, part-time, new 289 member, cancellation, transfer to or from which Agency, layoff, retirement, 290 termination, name change, leave of absence without pay, return from leave of 291 absence without pay, end or beginning of season for seasonal employee). 292 The Union recognizes that the above information may require hand editing and/or 293 notations. Therefore, only repeated errors or omissions will be considered a violation 294 of this Section. 295 The Union shall notify the Agency payroll offices of any required corrections resulting 296 from this Section. 297

- 298 (e) <u>Timely Deductions.</u> A file containing new authorizations or changes in
 299 authorizations for employee Union deductions will be submitted by the Union to the
 300 Employer electronically by close of business on the business day immediately
 301 preceding the twentieth (20th) of each month. The Employer agrees that new or
 302 changed Union payroll deduction authorizations submitted within the timelines
 303 above shall be deducted from the next issued paycheck for the previous applicable
 304 pay period.
- 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.
- 309 (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.
- 13 (h) Upon return from leave of absence or leave without pay, the Agency shall reinstate
 13 the payroll deduction of Union dues from those workers who were having dues
 13 deducted immediately prior to taking leave.

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(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.

321	(j)	Each payroll center shall provide monthly electronic data files of all SEIU Local 503,
322		OPEU-represented employees and all SEIU Local 503, OPEU members which
323		would contain the following information:
324		Employee Identification Number
325		Employee name
326		• Agency
327		Home address
328		Position number (when applicable)
329		Salary range and current step
330		Base pay
331		Benefit pay (any nonworking time for which the employee is paid)
332		Gross pay
333		Premium pay (overtime, shift differential, hazard duty pay)
334		Dues amount deducted
335		Designation (member, non-member, non-dues payer)
336		Representation code
337		Month and year of the pay period
338		Additionally, the Employer shall provide monthly electronic data from personnel data
339		files of all SEIU Local 503-represented employees which contain the following
340		information:
341		Employee Identification Number
342		Employee name

343		•	Home address
344		•	Supervisor Name and Email Address
345		•	Agency
346		•	Race/ethnicity (if available on the system)
347		•	Gender identity (if available on the system)
348		•	Home phone number
349		•	Work phone number
350		•	Work email address
351		•	Hire date
352		•	Service date
353		•	Strikeable code
354		•	Leave record code
355		•	Leave record date
356		•	Appointment type
357		•	Worksite Name
358		•	Worksite Address
359		•	Month and year of the personnel data
360	(k)	Spe	cial Reports. Upon request, the payroll centers will make available to the Union
361		at c	ost, on a timely basis the following reports:
362		(1)	An alphabetical listing of the names of all SEIU Local 503, OPEU-represented
363			employees within an Agency;

(2) An alphabetical listing of all SEIU Local 503, OPEU non-dues payers by 364 Agency. These reports shall contain: 365 Employee name; 366 Employee Identification Number; 367 • Employee work phone number; 368 Employee work email address; 369 Classification with representation code; 370 • Report distribution code and definition code; and, 371 Work City (if available)/County code. 372 (I) The Parties agree that if the Employer adopts a biweekly pay plan this Section of 373 the Contract will be opened to negotiate any issues including but not limited to 374 readjusting reports and due dates. 375 (m) The Union shall indemnify and hold the Employer harmless against claims, 376 demands, suits, or other forms of liability which may arise out of action taken by the 377 Employer for the purpose of complying with the provisions of this Article. 378 The Employer will bill the Union for any additional costs associated with preparing 379 information not already specifically contained in this Article. Upon request, the 380 Employer will meet with the Union to discuss the Employer providing an additional 381 standard magnetic tape format for information the Union requires. 382 (o) Any additional information requested under this Section may be made electronically 383 available to the Union where reasonably feasible. 384 **Section 17. Other Deductions.** Voluntary payroll deductions made to the Union for 385 employee benefits will be submitted at the same time as regular dues deductions. 386

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 18. 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).
- 393 (b) When the Union requests that the Employer resolve potential duplicate record 394 issues, the Union will provide available information on that employee. The Employer 395 will make every reasonable effort to aid the Union in resolving duplicate record 396 issues using all information available to the Employer. The Employer will designate 397 a contact person for duplicate record queries.
 - (c) The Employer, including authorized Agency staff, where appropriate, will respond to queries from SEIU Local 503, OPEU staff regarding represented employees. SEIU Local 503, OPEU staff will use the Employee Identification Number when making such inquiries.

REV: 2013, 2015, 2019, 2021,2023

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2025-2027 STATE OF OREGON and SEIU Central Table Management Counter Proposal 07/22/2025

1	LETTER OF AGREEMENT 22.00-23-463
2	Article 22 & 22T—No Discrimination
3	Equity and Non-Discrimination Initiative
4	
5	This Letter of Agreement is entered into between the Department of Administrative Services
6	(DAS) of the State of Oregon (Employer) and the SEIU Local 503, OPEU (Union).
7	
8	To better understand the factors that might prevent the State of Oregon from retaining an ethnically
9	and culturally diverse workforce, the Parties agree to the following:
10	
11	1. Stewards: The Union will provide the State with a list of stewards trained
12	specifically to handle equity issues to be present for reporting. Stewards trained
13	in equity shall work with employees within their own Agency, unless a trained
14	steward does not exist within the Agency, or, there is a conflict.; and
15	
16	a. Stewards shall be allowed paid time to be present upon request when an employee is
17	reporting what they believe to be discrimination, workplace harassment, workplace
18	intimidation, sexual harassment or sexual assault through the process set forth in DAS
19	policy or filing grievances under Article 22 and Article 22T and when an employee is
20	filing a complaint under Article 101 Section 9 that involves a protected class.
21	b. The Union will provide the State with a list of stewards trained to handle equity issues.
22	These stewards shall be allowed to work with employees on paid time pursuant to 1(a).
23	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 24 within their own Agency, unless a trained steward does not exist within the Agency, or, 25 26 there is a conflict. 2. Equity Review Committee 27 a. By January 1, 2024, the Parties will establish a statewide Equity Review Committee. The 28 29 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 30 of the committee and one (1) management co-chair. The Union and the State may have 31 32 additional staff work with the committee. b. The committee will meet on at least a quarterly basis. 33 3. On a quarterly basis, the State will provide the Union, in a de-identified format, the 34 following data: 35 a. On a quarterly basis, the committee will receive, in a de-identified format, the following 36 37 data: i. Data on the current make-up of state employees', by Agency, demographics 38 including their race/ethnicity (if known), age, gender, gender identity (if known), 39 disability status (if known), and veteran status (if known). 40 ii. A list of employees, by Agency, who promoted within the Agency State, including their 41 race/ethnicity (if known), age, gender, gender identity, (if known), disability status (if 42 known), and veteran status (if known), and any other known protected class(es) that 43 may apply. (For each Agency on the list, the committee will also receive data on the 44 current make-up of the Agency for any protected class). 45

46	iii. A list of employees, by Agency, who separated from state service within the Agency
47	<u>State</u> , including the reason for separation, their race/ethnicity (if known), age, gender,
48	gender identity, (if known), disability status (if known), and veteran status (if
49	known), and any other known protected class(es) that may apply. (For each Agency on
50	the list, the committee will also receive data on the current make-up of the Agency
51	for any protected class).
52	iv. A statewide report that provides a summary of all personnel investigations initiated by
53	all state agencies that would include the following:
54	1. Allegation category (categories supplied by DAS)
55	2. Date agency was aware of the allegation
56	3. Date investigation was initiated/concluded
57	4. Disposition <u>Determination and Outcome</u> of investigation
58	5. Special notes (i.e., delayed for criminal investigation, employee resigned during
59	investigation, investigation assumed by third party)
60	4. The Union may submit agenda items to the Workplace Investigations Advisory Group.
61	a. Committee members will actively discuss the data they receive and will submit a report on
62	a quarterly basis to the Workplace Investigations Advisory Group. The report will identify
63	any potential enterprise level trends, potential individual agency trends, concerns, and
64	recommendations.
65	b. Committee members will be on paid status and shall be reimbursed for authorized travel
66	expenses as per State Travel Policy. Agencies will not incur any overtime as a result of
67	Committee meetings or travel. Flexing schedules will be allowed to avoid overtime.

This Agreement shall sunset on June 30, <u>2027</u> 2025, unless mutually agreed to continue.