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2025-2027 STATE OF OREGON and SEIU Central Table
Management Proposal
08/1/2025

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 the union portion of 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.

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.

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 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.

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

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

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

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

182 The Union President or Executive Director shall, at their request, be given release time from
183 their position for a period not to exceed the term of their office for the performance of Union duties

184 directly related and central to the collective bargaining relationship. However, if the Union
185 President or Executive Director requests release time for less than their full regular schedule, such
186 release time shall be subject to the Employer's approval based on the operating needs of the
187 employee's work unit. The Union shall, within thirty (30) days of payment to the President or
188 Executive Director, reimburse the State for payment of appropriate salary, benefits, paid leave
189 time, pension, and all other Employer-related costs. The Union shall indemnify and the Union and
190 President or Executive Director hold the State harmless against any and all claims, damages, suits,
191 or other forms of liability which may arise out of any action taken or not taken by the State for the
192 purpose of complying with this Section.

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

203 **Section 14.**

204 (a) Upon timely request, the Department of Administrative Services shall make available at no
205 cost to the Union the latest copy of any SEIU Local 503, OPEU bargaining unit employee
206 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

230

- Supervisor Name and Email Address

231

- Employee Identification Number/Oregon Identification (EIN/ORI)

232

- Employee Work Phone Number
- Employee Work Email
- **Birthdate**
- **Home Address**
- **Personal Phone**
- **Reason for New Hire Record**

Section 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.

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

- 303 • Employee Identification Number
- 304 • Employee name
- 305 • Agency
- 306 • Home address
- 307 • Position number (when applicable)
- 308 • Salary range and current step
- 309 • Base pay
- 310 • Benefit pay (any nonworking time for which the employee is paid)
- 311 • Gross pay
- 312 • Premium pay (overtime, ~~shift~~ differentials, hazard duty pay)
- 313 • Dues amount deducted
- 314 • Designation (member, non-member, non-dues payer)
- 315 • Representation code
- 316 • Month and year of the pay period
- 317 • **Birthdate**
- 318 • **CAPE Paid**
- 319 • **Issues Fund Paid**
- 320 • **Associate Dues Paid**
- 321 • **Classification Name and Number**
- 322 • **Hire or Change Job Reason**

323 • **Full or Part-Time Status**

324 • **Employee Exempt Status**

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 service date**

340 • Strikeable code

341 • Leave record code

342 • Leave record date

343 • Appointment type

344 • Worksite Name

345 • Worksite Address

- Supervisory Organization (division/program)

- Remote work status

- Month and year of the personnel data

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

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

These reports shall contain:

- Employee name;
- Employee Identification Number;
- Employee work phone number;
- Employee work email address;
- 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 reasonable effort to aid the Union in resolving duplicate record issues using all information available to the Employer. The Employer will designate 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.