

2023-2025 STATE OF OREGON and SEIU CENTRAL TABLE

Management Counter Proposal

July 30, 2025

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1 **ARTICLE 21--GRIEVANCE AND ARBITRATION PROCEDURE**

2 **Section 1.** Grievances are defined as acts, omissions, applications, or interpretations
3 alleged to be violations of the terms or conditions of this Agreement.

4 ~~—Grievances shall be filed within thirty (30) calendar days of the date the grievant or the~~
5 ~~Union knows, or by reasonable diligence should have known, of the alleged grievance.~~

6 ~~The potential grievant, with or without union representation, may meet with their~~
7 ~~immediate supervisor within the thirty (30) calendar day filing period in an attempt to~~
8 ~~resolve the issue at the lowest possible level of management. Failure to meet will not~~
9 ~~preclude the right to file a grievance.~~

10 Grievances shall be reduced to writing, stating the specific Article(s) alleged to have
11 been violated and clear explanation of the alleged violation, sufficient to allow processing
12 of the grievance. Grievances shall be filed through the appropriate steps of this procedure
13 on the form identified as the Official Statement of Grievance Form. Except during the
14 initial thirty (30) calendar day filing period at Step 1 or Step 2, whenever a grievance is
15 properly filed at that step, and provided there has been no response from Agency
16 management to the filed grievance, the ~~The~~ Union shall not expand upon the original
17 elements and substance of the written grievance. The Union may add other relevant
18 Articles to the list of Articles allegedly violated at Step 2.

19 ~~All grievances shall be processed in accordance with this Article and it shall be the~~
20 ~~sole and exclusive method of resolving grievances, except for the following Articles:~~

- 21 • ~~Article 2—Recognition~~
- 22 • ~~Article 5—Complete Agreement/Past Practices~~
- 23 • ~~Article 22—No Discrimination~~

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• ~~Article 56 Sick Leave (FMLA/OFLA)~~

• ~~Article 56T Sick Leave (FMLA/OFLA)~~

• ~~Article 81 Reclassification Upward, Reclassification Downward, and
Reallocation~~

Grievance Steps:

All grievances shall be filed within thirty (30) calendar days of the date the grievant or the Union knows, or by reasonable diligence should have known, of the alleged grievance. In cases where a grievant is a steward, the grievant cannot be the steward of record.

Step 1. The grievant(s), with ~~or without~~ Union representation, shall, ~~within thirty (30) calendar days,~~ file the grievance ~~except as otherwise noted to~~ **with** their management/executive service supervisor **or a manager, whichever is appropriate for their work unit.** Upon request of either Party, the Parties will meet to discuss the grievance. The supervisor/**manager** shall respond in writing to the grievant(s) with a copy to the Union within fifteen (15) calendar days from the receipt of the grievance.

All Step 1 grievance settlements are non-precedential and shall not be cited by either Party or their agents or members in any arbitration or fact-finding proceedings now or in the future. Step 1 grievance settlements shall be reduced to writing and signed by the grievant and management/executive service supervisor/**manager**. Actions taken pursuant to Step 1 settlement agreements shall not be deemed to establish or change practices under the Collective Bargaining Agreement, including but not limited to [Article](#)

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5, or ORS Chapter 243, and shall not give rise to any bargaining or other consequential obligations.

~~*In ODOT (Highway), this is the District Manager; in OPRD, this is the Park Manager; or, in either case, the equivalent Program Manager; and in Forestry, this is the District Forester or Program Director. In the State-owned Airports Branch of ODOA, this is the State Airports Manager. In the Statewide Services Branch of ODOA, this is the Agency Head. In ODFW, grievances filed at Step 1 are to be filed with the Division Administrator or Regional Manager, whichever is appropriate for that work unit.~~

Step 2. When the response at Step 1 does not resolve the grievance, the grievance must be filed by the Union within fifteen (15) calendar days after the Step 1 response is due or received, **whichever is earlier.** The appeal shall be filed in writing to the Agency Head or their designee. ~~Upon request of either Party, the Parties will meet to discuss the grievance,~~ who ~~The Agency Head or their designee~~ shall respond in writing with a copy to the Union within fifteen (15) calendar days or (thirty (30) calendar days for discipline) after receipt of the Step 2 appeal, **unless a meeting is requested. If a meeting is requested, the Agency Head or their designee will respond within fifteen (15) calendar days (thirty (30) calendar days for discipline) from the date of the grievance meeting.** Upon request of either Party, the Parties will meet to discuss the grievance.

“Agency Head” as used in this Section shall normally mean the appointed or elected executive head of the Agency, except as follows:

- Licensing Boards—Chief Administrative Officer
- OHA Institutions—Institution or Facility Superintendent

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69 •—ODOT—Chief of Human Resources or designee

70 •—OPRD—Parks Director or designee

71 •—Forestry—State Forester or designee

72 •—ODFW—Agency Director or designee

73 Step 3. Failing to settle the grievance in accordance with Step 2, the appeal, if pursued,
74 must be filed by the Union and received by the Labor Relations Unit of the Department of
75 Administrative Services within fifteen (15) calendar days after the Step 2 response is due
76 or received, whichever is earlier. The Labor Relations Unit shall schedule a meeting to
77 occur within thirty (30) calendar days of receipt of the grievance, unless mutually agreed
78 otherwise. The Labor Relations Unit shall respond in writing with a copy to the Union
79 within fifteen (15) thirty (30) calendar days from the date of the Step 3 meeting. If the
80 Union wishes to pursue a grievance involving only temporary employees beyond Step 3,
81 the issue must first be submitted to grievance mediation. The request to initiate mediation
82 shall be submitted by the Union to the Labor Relations Unit within fifteen (15) days of the
83 Step 3 response.

84 Step 4. Grievances which are not satisfactorily resolved at Step 3 may be appealed to
85 arbitration. If the Union intends to appeal to arbitration, the appeal must be received by
86 the Labor Relations Unit of the Department of Administrative Services within forty-five
87 (45) calendar days after the Step 3 response was due or received, whichever is earlier.

88 If the Union has filed a notice of intent to arbitrate a grievance, a letter from the Union
89 requesting an arbitrator shall be sent to the Labor Relations Unit within sixty (60) days of
90 such notice or the grievance will be deemed withdrawn.

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All grievances shall be processed in accordance with this Article and it shall be the sole and exclusive method of resolving grievances, except for the following

Articles:

- [Article 2--Recognition](#)
- [Article 5--Complete Agreement/Past Practices](#)
- [Article 21—Grievance and Arbitration Procedure, Section 4](#)
- [Article 22 and 22T--No Discrimination](#)
- [Article 56 and 56T--Sick Leave \(FMLA/OFLA\)](#)
- [Article 81--Reclassification Upward, Reclassification Downward, and Reallocation](#)
- [Article 101 and 101T—Safety and Health, Section 9 \(101\) and Section 2 \(101T\)](#)
- [Article 138 – Working Remotely](#)
- [LOA 27.00-19-325 -- Equal Pay](#)

Section 2. ~~Time limits~~ **Timelines** specified in this **Section** and the above-referenced Articles shall be strictly observed, unless either Party requests a specific extension of time, which if agreed to, must be stipulated in writing and shall become part of the grievance record. “Filed” for purposes of Step 1 through Step 4 grievances shall mean postmarked (dated by meter or U.S. Post Office), date of email or other electronic format, or fax received by close of the business day or actual receipt.

Grievance filings and appeals shall include the grievance form₁ and in the case of appeals₂, management responses at the previous step. Any other documentation may be

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presented at the grievance meeting or submitted electronically ~~a method other than~~
~~email.~~

The timeline for the Employer response at each grievance step shall begin the first day following the day of receipt. The timeline for the Union appeal to the next higher step shall begin the first day following the day the Employer response is due or received, whichever is earlier.

If at any step of the grievance procedure, the Employer fails to issue a response within the specified ~~time limits~~ timeline, the grievance may be advanced appealed ~~shall automatically advance~~ to the next step of the grievance procedure, ~~unless withdrawn by the grievant or the Union.~~ The grievance must be filed at the next step within the specified timeline outlined in Section 1. If the grievant or Union fails to meet the specified timeline ~~time limits~~, the grievance will be considered withdrawn and it cannot be resubmitted.

Grievance steps referred to in this Article may be waived by mutual agreement in writing. Such written agreements shall become part of the grievance file.

Section 3. When required by the Employer to investigate the grievance, any time spent by employee(s) to attend meetings during regular working hours, shall be considered as work time.

Section 4. Group Grievances. Where there are group grievances in Agencies involving two (2) or more supervisors, such grievances shall be filed and processed in accordance with Step 2 of the grievance procedure. When a grievance involves employees in more than one (1) Agency, such grievance shall be filed and processed in accordance with Step 3 of the grievance procedure ~~this Article~~. The Union shall provide a copy of the

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137 Step 3 grievance to all agencies included in the group grievance. The grievance shall
 138 specifically enumerate, by name, the affected employees, when known. Otherwise, the
 139 affected employees will be generically described in the grievance.

140 **Section 5.** Grievances shall be processed as follows:

TIME TO FILE: Thirty (30) calendar days for initial filing	
PLACE TO FILE	TYPE OF GRIEVANCE
MANAGEMENT MANAGER/ EXECUTIVE SERVICE SUPERVISOR <u>/MANAGER</u> (Step 1)	<ul style="list-style-type: none"> • All other grievances/contract violations <u>not specified below</u>
AGENCY HEAD <u>OR DESIGNEE</u> (Step 2)	<ul style="list-style-type: none"> • Article 20--Discipline/Discharge • Article 21, Section 4-Group Grievances involving multiple supervisors in one Agency • Article 22 <u>and 22T</u>—Discrimination • <u>Article 56 and 56T—Sick Leave (FMLA/OFLA)</u> Family Medical Leave (FMLA/OFLA) • Article 81--Reclass Down • Article 101--Safety and Health, Section 9* • Article 101T--Safety and Health, Section 2*
DAS, LABOR RELATIONS UNIT (LRU) (Step 3)	<ul style="list-style-type: none"> • Article 21, Section 4-Group Grievances involving multiple Agencies

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~~* Grievances alleging violations of Article 101T, Section 9, and Article 101T Section 23,~~
may only be filed if

a) An Agency has not maintained an internal complaint procedure that included an
escalation process

b) the internal complaint procedure is not included in new employee onboarding, or

c) an employee believes they have been subject to retaliation for filing a complaint,
providing a statement, or otherwise participating in the administration of the internal
complaint process.

See Appendix F for detailed table on grievance filing.

~~Step 1. The grievant(s), with or without Union representation, shall, within thirty (30)
calendar days, file the grievance except as otherwise noted to their
management/executive service supervisor*. Upon request of either Party, the Parties will
meet to discuss the grievance. The supervisor shall respond in writing to the grievant(s)
with a copy to the Union within fifteen (15) calendar days from the receipt of the grievance.~~

~~— All Step 1 grievance settlements are non-precedential and shall not be cited by either
Party or their agents or members in any arbitration or fact-finding proceedings now or in
the future. Step 1 grievance settlements shall be reduced to writing and signed by the
grievant and management/executive service supervisor. Actions taken pursuant to Step
1 settlement agreements shall not be deemed to establish or change practices under the
Collective Bargaining Agreement, including but not limited to [Article 5](#), or ORS Chapter
243, and shall not give rise to any bargaining or other consequential obligations.~~

~~— *In ODOT (Highway), this is the District Manager; in OPRD, this is the Park Manager;
or, in either case, the equivalent Program Manager; and in Forestry, this is the District~~

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~~Forester or Program Director. In the State-owned Airports Branch of ODOA, this is the State Airports Manager. In the Statewide Services Branch of ODOA, this is the Agency Head. In ODFW, grievances filed at Step 1 are to be filed with the Division Administrator or Regional Manager, whichever is appropriate for that work unit.~~

~~Step 2. When the response at Step 1 does not resolve the grievance, the grievance must be filed by the Union within fifteen (15) calendar days after the Step 1 response is due or received. The appeal shall be filed in writing to the Agency Head or their designee, who shall respond in writing with a copy to the Union within fifteen (15) calendar days (thirty (30) calendar days for discipline) after receipt of the Step 2 appeal. Upon request of either Party, the Parties will meet to discuss the grievance.~~

~~—“Agency Head” as used in this Section shall normally mean the appointed or elected executive head of the Agency, except as follows:~~

- ~~•— Licensing Boards—Chief Administrative Officer~~
- ~~•— OHA Institutions—Institution or Facility Superintendent~~
- ~~•— ODOT—Chief of Human Resources or designee~~
- ~~•— OPRD—Parks Director or designee~~
- ~~•— Forestry—State Forester or designee~~
- ~~•— ODFW—Agency Director or designee~~

~~Step 3. Failing to settle the grievance in accordance with Step 2, the appeal, if pursued, must be filed by the Union and received by the Labor Relations Unit of the Department of Administrative Services within fifteen (15) calendar days after the Step 2 response is due or received. The Labor Relations Unit shall schedule a meeting to occur within thirty (30) calendar days of receipt of the grievance, unless mutually agreed otherwise. The Labor~~

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~~Relations Unit shall respond in writing with a copy to the Union within fifteen (15) calendar days from the date of the Step 3 meeting. If the Union wishes to pursue a grievance involving only temporary employees beyond Step 3, the issue must first be submitted to grievance mediation. The request to initiate mediation shall be submitted by the Union to the Labor Relations Unit within fifteen (15) days of the Step 3 response.~~

~~Step 4. Grievances which are not satisfactorily resolved at Step 3 may be appealed to arbitration. If the Union intends to appeal to arbitration, the appeal must be received by the Labor Relations Unit of the Department of Administrative Services within forty-five (45) calendar days after the Step 3 response was due or received. If the Union has filed a notice of intent to arbitrate a grievance, a letter from the Union requesting an arbitrator shall be sent to the Labor Relations Unit within sixty (60) days of such notice or the grievance will be deemed withdrawn.~~

Section 6. Arbitration Selection and Authority.

(a) The Parties agree to establish a panel of arbitrators. The arbitrators shall be assigned on a rotational basis in the order set out on the arbitrator list. Through mutual agreement, the Parties may elect to modify the list of arbitrators.

(b) Upon Labor Relations' receipt of a letter of intent to arbitrate and subsequent approval to proceed to arbitration from the SEIU Local 503, OPEU, a calendar for potential date selection will be offered which includes the three (3) month period beginning the second full month after receipt of the approval to proceed correspondence. However, when the arbitrator originally selected is unable to schedule a hearing within the three (3) month period, the next arbitrator in rotation will be sent the same dates to schedule the hearing. In instances where the Parties

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agree to consolidate cases, meaning combining a related disciplinary action with a pending arbitration case, the arbitrator assigned to handle the first case will also be assigned to handle the subsequent matter. Arbitrators will use cancellation days and any unused scheduled days for writing awards on any outstanding cases under this Agreement. Cancellation fees will be applied toward any writing days.

(c) Within fifteen (15) calendar days of receiving confirmation of an appeal of a grievance to arbitration, the Labor Relations Unit shall assign the next arbitrator on the list for selection and shall simultaneously notify the interested Parties of such assignment.

(d) Representatives of each Party, in conjunction with the chosen arbitrator, shall mutually select dates for arbitration within a reasonable period of time.

(e) The arbitrator shall have the authority to hear and rule on all issues which arise over substantive or procedural arbitrability. Such issues, if raised, must be heard prior to hearing the merits of any appeal to arbitration. Upon motion by either Party that there exists issues involving substantive or procedural arbitrability, the arbitrator shall hear the arbitrability issue(s) first and the Parties shall make oral closing statements. The arbitrator shall issue a bench ruling by the end of the business day. When the arbitrator determines that the case is not arbitrable, the decision shall be affirmed in writing within seven (7) calendar days from the close of the hearing. If the grievance is arbitrable, the Parties shall continue with the hearing that day or the next business day, as time permits. In cases where arbitrability is affirmed, the arbitrator's award will include written findings on arbitrability.

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- (f) The Parties agree that the decision or award of the arbitrator shall be final and binding on each of the Parties. The arbitrator shall issue their decision or award within thirty (30) calendar days of the closing of the hearing record. The arbitrator shall have no authority to rule contrary to, to amend, add to, subtract from, change or eliminate any of the terms of this Agreement. The arbitration will be handled in accordance with the rules of the American Arbitration Association.
- (g) The Employer and the Union will develop stipulations of fact and use affidavits and other time-saving methods whenever possible and when mutually agreed upon in all cases proceeding to arbitration.
- (h) The Parties shall split the arbitrator's charges equally. All other expenses shall be borne exclusively by the Party requiring the service or item for which payment is to be made. If either party cancels the arbitration hearing, the canceling party will pay the arbitrator fees unless mutually agreed otherwise.
- (i) Arbitrations for cases involving Articles exclusively applying to temporary workers shall be processed using the expedited grievance procedure outlined in Section 7 of this Article.

Section 7. Expedited Arbitration Procedure. The expedited procedure shall be used for either grievances involving Articles exclusively applying to temporary workers or, with the mutual agreement of the Employer and Union, for other grievances. For grievances that do not involve Articles exclusively applying to temporary workers, either the Employer or Union may request in writing that the expedited arbitration procedure be used at the time the Parties are scheduling dates with the arbitrator.

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- (a) The Employer and Union will develop a stipulation of facts and use affidavits and other time-saving methods whenever possible and when mutually agreed upon.
- (b) Case presentation will be limited to preliminary opening statements, brief recitation of facts, witness presentation and closing oral argument. No post hearing briefs shall be filed or transcripts made. The hearing will be completed within one (1) business day unless otherwise agreed upon by the Parties.
- (c) The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the Parties.
- (d) The arbitrator may issue, at their discretion, a bench decision at the conclusion of the hearing or may issue a written award no later than seven (7) calendar days from the close of the hearing excluding weekends and holidays.
- (e) All decisions shall be final and binding on the Employer and Union. An arbitration award will be non-precedential if mutually agreed upon by the Parties before the hearing starts. The arbitrator's award shall be based on the record and shall include a brief explanation of the basis for the award.

Section 8. Upon request, an employee shall have the right to Union representation during an investigatory interview that an employee reasonably believes will result in disciplinary action. The employee will have the opportunity to consult with a local Union Steward or Organizer before the interview, but such designation shall not cause an undue delay.

Section 9. A grievant shall be granted leave with pay for appearance before the Employment Relations Board or arbitration, including the time required going and returning to their headquarters. The Union Steward of record shall be granted leave with pay to attend the actual Board or arbitration hearing. The Steward shall not be eligible

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for overtime, travel expenses, penalty payments or premium payments as a result of this Section.

Section 910. No reprisals shall be taken against any employee for exercise of their rights under the provisions of this Article.

Section 1011. Information requests concerning grievances shall be sent to the Agency Human Resources Office or Union. The request(s) shall be specific and relevant to the grievance investigation. The Agency Human Resources Office/Union will provide the information the requesting Party is lawfully entitled to within a reasonable amount of time. Reasonable costs shall be borne by the requesting Party. The requesting Party shall be notified of any costs before the information is compiled.

Notwithstanding [Article 19--Personnel Records](#), and upon the Union's written request, the Agency, within a reasonable period of time, will provide a listed summary of redacted Agency-issued disciplinary actions or redacted disciplinary letters, whichever is requested by the Union.

Section 1112. The Parties acknowledge that an Agency, at its own discretion, may offer a last chance agreement to an employee. Last chance agreements will be signed by the employee and the Union unless the employee affirms in writing that the Union not be a Party to the agreement. Such agreement, if offered, shall include the conditions, consequences of failure and term of agreement. Employees shall have seventy-two (72) hours to review the last chance agreement prior to signing it. Any discipline associated with the offered agreement will be issued separately from the agreement. The last chance

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299 agreement will be removed from the employee's personnel file upon its expiration. This

300 Section does not apply to temporary employees.

301 (See Human Services Coalition Letter of Agreement [21.1C-99-07](#) in Appendix A.)

302 REV: 2013, 2015, 2019, 2021,2023

303