

**ARTICLE 27--SALARY INCREASE**

**Section 1. Cost of Living Adjustments.** Effective **July 1, 2025,** ~~December 1, 2023,~~  
Compensation Plan salary rates shall be increased by **eight percent (8%)** ~~six and five tenths~~  
~~percent (6.5%).~~ Effective **July 1, 2026** ~~January 1, 2025,~~ Compensation Plan salary rates shall be  
increased by **the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-**  
**W) plus five percent (CPI+5%), but no less than five percent (5%)** ~~six and fifty five hundredths~~  
~~percent (6.55%).~~ (See Appendix C & E.)

~~\* If the legislature appropriates new funding of at least thirteen million dollars (\$13,000,000) in~~  
~~calendar year 2024, the 2025 cost of living adjustment will be effective January 1, 2025. If the~~  
~~legislature does not appropriate at least thirteen million dollars (\$13,000,000) in calendar year~~  
~~2024, the 2025 cost of living adjustment will be effective February 1, 2025.~~

**Section 2. Compensation Plan for Non-Strikeable Unit.** The Parties agree to maintain a  
separate wage compensation plan for SEIU Local 503, OPEU-represented employees in the non-  
strikeable unit, including employees at Oregon State Hospital in positions designated as security.  
(See Appendix D.)

**Section 3. Compensation Plan Changes.**

(a) Selective Salary Increases. Effective July 1, **2025** ~~2023~~, the classifications listed below shall  
be adjusted as follows: **Proposal Forthcoming**

CLASS	CLASS TITLE
	<b><u>SALARY RANGE</u></b>
#	FROM
	TO

23	<del>5923 DOJ Claims Examiner</del>	<del>22</del>	<del>23*</del>
24	<del>1338 Training and Development Specialist 1</del>	<del>23</del>	<del>24</del>
25	<del>1339 Training and Development Specialist 2</del>	<del>27</del>	<del>28</del>
26	<del>4151 Transportation Maintenance Spec 1</del>		<del>17</del>
27	<del>—18</del>		
28	<del>4152 Transportation Maintenance Spec 2</del>		<del>19</del>
29	<del>—20</del>		
30	<del>4161 Transportation Maintenance Coordinator 1</del>		
31	<del>—Abolish</del>		
32	<del>4162 Transportation Maintenance Coordinator</del>	<del>(rename was TMC2)</del>	
33	<del>—22</del>		
34	<del>0801 Office Coordinator</del>		
35	<del>—Abolish</del>		

36     ~~Effective July 1, 2023, all employees in these classifications will retain their current salary rate~~  
37     ~~in the new range except that employees whose current rate is below the first (1<sup>st</sup>) step of the new~~  
38     ~~range shall be moved to the first (1<sup>st</sup>) step in the new range and a new salary eligibility date will~~  
39     ~~be established twelve (12) months later. For an employee whose rate is within the new salary~~  
40     ~~range, but not at a corresponding salary step, their current salary rate shall be adjusted to the next~~  
41     ~~higher rate closest to their current salary upon the effective date. “Red circle” under Article 81,~~  
42     ~~Section 3 will apply when appropriate, (i.e., in cases of downward reclassification).~~

43     ~~\*DOJ Claims Examiners will be placed on step in the new range for the revised classification~~  
44     ~~to the nearest step which is greater than the employee’s current adjusted salary rate. The adjusted~~  
45     ~~salary rate is inclusive of the employee’s base rate of pay and the five percent (5%) work out of~~

~~classification differential. FETs Recruitment and Retention Differential. These employees will retain their current salary eligibility date, if applicable.~~

**(b) Additional Salary Range Steps. Effective July 1, 2025 two (2) additional steps will be added to the top of each salary range in the SEIU salary schedule. Additionally, effective July 1, 2025 steps 1 and 2, if they exist within a salary range, will be removed from each salary range in the SEIU salary schedule. Employees who are currently on steps 1 or 2 will be moved to step 3 of their current salary range on July 1, 2025.**

**Employees who have been topped out for two (2) or more years on June 30, 2025 will be moved to the next step in the salary range on July 1, 2025. Employees who have been topped out for two (2) or more years and who have worked for the State for ten (10) plus years on June 30, 2025 will be moved up two steps in the salary range on July 1, 2025.**

(See Letters of Agreement 27.00-19-325 & 27.00-19-364 & 27.00-23-464 & 27.00-23-465 & 27.00-23-466 & 27.00-23-467 in Appendix A.)

(See also Institutions Coalition Letter of Agreement 27.2C-23-446 & Special Agencies Coalition Letter of Agreement 27.5A-03-73 in Appendix A.)

## **ARTICLE 4--TERM OF AGREEMENT**

### **Section 1.**

- (a) This Agreement shall become effective on July 1, ~~2025~~ 2023, or the date the Agreement is ratified by the Union, whichever is later, and shall expire on June 30, ~~2027~~ 2025, except where specifically stated otherwise in the Agreement.
- (b) Either Party may give written notice during the period of October 15 – November 15, ~~2026~~ 2024, of its desire to negotiate a successor Agreement.
- (c) Negotiations shall commence the first week of December ~~2026~~ 2024, or such other date as may be mutually agreed to by the Parties.

**Section 2.** This Agreement shall not be opened during the term of this Agreement except by mutual agreement of the Parties, by proper use of Article 7--Separability, or as otherwise specified in this Agreement.

1 **ARTICLE 31--INSURANCE**

2 **Section 1. Employer Contribution.**

3 (a) An Employer contribution for health and dental benefits will only be made for each active  
4 employee who has at least eighty (80) paid regular hours in a month and who is eligible for  
5 medical insurance coverage, unless otherwise required by law.

6 (b) It is understood that the administrative intent of this Article is that the Employer contribution  
7 is made for individuals who are participants in the medical insurance coverages.  
8 Participation will mean that eligible less-than-full-time employees who drop out of coverage  
9 will be considered to participate. Additionally, employees who elect to opt out of coverage  
10 for a cash incentive will be considered to participate.

11 **Section 2. Full-Time Employees.**

12 An Employer contribution shall be made for full-time employees who have at least eighty (80)  
13 paid regular hours in a month, unless otherwise required by law.

14 For Plan Years ~~2023, 2024 and~~ 2025 the Employer will pay ninety-five percent (95%) and the  
15 employee will pay five percent (5%) of the monthly premium rate as determined by PEBB. For  
16 employees who enroll in a medical plan that is at least ten percent (10%) lower in cost than the  
17 monthly premium rate for the highest cost medical plan available to the majority of employees,  
18 the Employer shall pay ninety-nine percent (99%) of the monthly premium for PEBB health,  
19 vision, dental and basic life insurance benefits and the employee shall pay the remaining one  
20 percent (1%).—**For Plan Years 2026 and 2027, where an employee has an opportunity to**  
21 **choose between two medical plans and the employee enrolls in the least expensive PEBB**  
22 **medical plan available to them, the Employer will contribute one hundred percent (100%)**  
23 **of the monthly premium rate as determined by PEBB. Where an employee has an**

opportunity to choose between more than two medical plans, the Employer will contribute one hundred percent (100%) of the premium rate as determined by PEBB of all but the most expensive plan. The Employer will pay ninety-five percent (95%) and the employee will pay five percent (5%) of the monthly premium rate as determined by PEBB of the most expensive plan.

**Section 3. Less-Than-Full-Time Employees.**

(a) For less-than-full-time employees (including part-time, seasonal, and intermittent employees), who have at least eighty (80) paid regular hours in the month, the Employer shall contribute a prorated amount of the contribution for full-time employees, unless otherwise required by law. “Regular hours” means all hours of work or paid leave except overtime hours, i.e., those above eight (8) hours in a day or forty (40) hours in a week. Thus, “regular hours” shall include additional non-overtime hours worked above an employee’s regular work schedule. In the event that a less-than-full-time employee, who is regularly scheduled to work half-time or more, fails to maintain at least half-time paid regular hours because of the effect of prorated holiday time or other paid or unpaid time off, they shall be allowed to use available vacation or comp time to maintain their eligibility for benefits and the Employer’s contribution for such benefits.

(1) The Employer contribution amount of the plan selected by the employee will be calculated as follows:

i. Part-Time, Seasonal and Intermittent Employees Electing Part-Time Insurance.

Part-time premium rate x Employer contribution percentage x the ratio of paid regular hours to full-time hours to the nearest full percent = State contribution.

In addition, there shall be a subsidy based on the employee's coverage tier, for the Plan Years covered in this Article. The part-time subsidy shall be determined by PEBB for each Plan Year.

ii. Part-Time, Seasonal and Intermittent Employees Electing Full-Time Insurance.

Full-time premium rate x Employer contribution percentage x the ratio of paid regular hours to full-time hours to the nearest full percent = State contribution.

**Section 4. Coordination of Benefits.** The Public Employee Benefits Board (PEBB) may adopt any of the effect-on-benefit alternatives described in the National Association of Insurance Commissioners (NAIC) 1985 model acts and regulations, or any subsequent alternatives promulgated by the NAIC.

**Section 5. Administration.** Agencies will continue to pay employee insurance premiums directly to the appropriate insurance carriers and remit balances either to the employees' flex benefit account or to PEBB, as directed by PEBB.

**Section 6.** The State ceases to have a proprietary interest in its own contributions to the benefit plan premium when it pays such funds to the carrier or to persons who have an irrevocable duty to transfer such payments to the carriers when due.

**Section 7. All medical plans provided by the Employer will have coverage for gender-affirming care.**

(See Letters of Agreement 31.00-13-248 & 31.00-13-252 in Appendix A.)

**ARTICLE 32--OVERTIME**

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

- Holidays which fall on an employee's scheduled day off;
- On-call time (Article 34);
- Penalty payments (Article 40);
- **Interview leave and accrued leave used for the purposes of interviewing for another state position (Article 45);**

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

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



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

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

- 6214 Institution RN
- 6255 Nurse Practitioner

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

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

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

(b) Straight-Time-Eligible Positions. Employees in positions, except as identified in Section 4 above, which have been determined to be executive, administrative, or professional as defined by the FLSA and ORS 653.269(5)(a) shall receive time off for authorized time worked in excess of eight (8) hours per day or forty (40) hours per week at the rate of one (1) hour off for one (1) hour of overtime worked subject to limitations of Articles 32.1-32.5.

This time off shall be utilized within the fiscal year earned or shall be lost, except when the scheduling has been extended by the Agency or as otherwise specified below. At ninety

(90) days prior to loss of such straight time, employees shall be notified that they must use or lose the hours. Time earned in the last ninety (90) days may, at the discretion of management, be carried forward into the next fiscal year. However, such carry forward may not increase the total straight time that may be accrued in that year. If time off requests are denied for use of accrued leave before the year ends, these accrued hours will be paid in cash upon forfeiture. Employees will take all necessary steps to request use of straight time during the fiscal year. Employees shall be paid out any unused straight time upon separation from employment.

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

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

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

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

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

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

- (c) Should the Union decide to contest the proposed change in status, it shall serve DAS with written notice of such intent within twenty (20) days of its receipt of the notice. Should such notice be given, DAS will forego implementing the change in designation for an additional forty (40) days, beyond the initial twenty (20) day period. The purpose of this forty (40) day period is to allow time to investigate whether there are grounds to contest the proposed change in status. If the Union decides to pursue challenging an exemption it must file with Department of Labor (DOL)/Bureau of Labor and Industries (BOLI) prior to the end of this forty (40) day period. In such event, DAS agrees to forego implementing a change in designation until the matter is resolved by way of DOL/BOLI decision, settlement or other manner.
- (d) If timely notice indicating intent to contest the exemption during the initial twenty (20) day period is not received or if the Union does not proceed forward during the subsequent forty (40) day period, the position's designation shall be changed, and the Parties agree not to contest the status of this position during the remainder of this contract term, unless the position's duties should materially change such that the exemption is no longer warranted.
- (e) For purposes of this Section, written notice may occur by personal delivery, fax, email or mail (postmark) within the time frames cited above.

1 **ARTICLE 55--PERSONAL LEAVE DAYS**

2 **Section 1.** All employees after completion of six (6) months of service shall be entitled to receive  
3 personal leave days in the following manner:

4 (a) All full-time employees shall be entitled to thirty-two (32) ~~twenty four (24)~~ hours of  
5 personal leave with pay each fiscal year. **Employees who work fully in-person will receive**  
6 **an additional eight (8) hours of personal leave with pay each fiscal year.**

7 (b) Part-time, seasonal, and job share employees shall be granted such leave in a prorated amount  
8 of personal leave ~~twenty four (24)~~ hours based on the same percentage or fraction of month  
9 they are hired to work, or as subsequently formally modified, provided it is anticipated that  
10 they will work 1,040 hours during the fiscal year.

11 **Section 2.** Personal leave shall not be cumulative from year to year nor is any unused leave  
12 compensable in any other manner.

13 **Section 3.** Such leave may be used by an employee for any purpose they desire and may be taken  
14 at times mutually agreeable to the Agency and the employee.

15

1 **ARTICLE 56--SICK LEAVE**

2 **Section 1. Sick Leave with Pay.** Sick leave with pay for employees shall be determined in the  
3 following manner:

4 (a) Eligibility for Sick Leave with Pay. Employees shall be eligible for sick leave with pay  
5 immediately upon accrual.

6 (b) Determination of Service for Sick Leave with Pay. Actual time worked and all leave with  
7 pay, except for educational leave, shall be included in determining the pro-rata accrual of  
8 sick leave credits each month.

9 (c) Accrual Rate of Sick Leave with Pay Credits. Full-time employees shall accrue eight (8)  
10 hours of sick leave with pay credits for each full month they are in pay status. Employees  
11 who are in pay status for less than a full month shall accrue sick leave with pay on a prorated  
12 basis.

13 **Section 2. Utilization of Sick Leave with Pay.** Employees who have earned sick leave credits  
14 shall be eligible for sick leave for any period of absence from employment due to any of the  
15 following reasons:

- 16 • illness;
- 17 • bodily injury;
- 18 • disability resulting from pregnancy;
- 19 • necessity for medical or dental care;
- 20 • preventive routine health care, including but not limited to screenings, services and  
21 counseling to help prevent illness;
- 22 • appointments associated with any benefit included in employee health, dental and  
23 vision plans;

- 24 • if the employee is a victim of domestic violence, harassment, sexual assault, or stalking;  
25 or the parent or guardian of a minor child or dependent who is a victim of domestic  
26 violence, harassment, sexual assault or stalking, pursuant to ORS 659A.270 through  
27 659A.290;
- 28 • attendance at an employee assistance program;
- 29 • exposure to contagious disease;
- 30 • for the emergency repair of personal assistive devices which are medically necessary  
31 for the employee to perform assigned duties;
- 32 • Parent (includes biological, adoptive, stepparent, foster parent, or legal guardian, or the  
33 parent of your spouse/domestic partner, or your parent's spouse/domestic partner, or in  
34 loco parentis), child (includes biological, adopted, stepchild, or foster child;  
35 spouse/domestic partner's child, or the child's spouse/domestic partner, or a child for  
36 whom the employee stood in loco parentis), sibling or stepsibling or the sibling's or  
37 stepsibling's spouse or domestic partner, grandparent or the grandparent's spouse or  
38 domestic partner, grandchild or the grandchild's spouse or domestic partner, members  
39 of the immediate household, or an individual who is related by affinity to the employee.
  - 40 ○ When an employee uses sick leave to care for a family member who is related by  
41 affinity, the agency may require the employee to attest in writing that the employee  
42 and the person cared for have a significant personal bond that, when examined  
43 under the totality of the circumstances is like a family relationship.
- 44 • parental leave.

45 The employee has the duty to insure that they make other arrangements, within a reasonable  
46 period of time, for the attendance upon children or other persons in the employee's care.

Certification of an attending physician or practitioner may be required by the Agency to support the employee's claim for sick leave if the employee is absent in excess of seven (7) days, or if the Agency has evidence that the employee is abusing sick leave privileges. The Agency may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the Agency has reason to believe that the employee's return to work would be a health hazard to either the employee or to others. (See Section 9 for FMLA & OFLA.) **The employee shall not be expected to perform any work duties while they are utilizing sick leave.**

**Section 3. Sick Leave Exhausted.**

(a) After earned sick leave has been exhausted, the Agency shall grant sick leave without pay for any job-incurred injury or illness for a period which shall terminate upon demand by the employee for reinstatement accompanied by a certificate issued by the duly licensed attending physician that the employee is physically and/or mentally able to perform the duties of the position.

(b) After earned sick leave has been exhausted, the Agency may grant sick leave without pay for any non-job-incurred injury or illness of a continuous and extended nature to any employee upon request for a period up to one (1) year. Extensions of sick leave without pay for a non-job-incurred injury or illness beyond one (1) year may be approved by the Agency.

(c) The Agency or the administrator may require that the employee submit a certificate from the attending physician or practitioner in verification of a disability, or its continuance resulting from a job-incurred or non-job-incurred injury or illness. Any cost associated with the supplying of a certificate concerning a job-incurred injury or illness that is not covered by Workers' Compensation benefits shall be borne by the employing Agency. Any cost associated with the supplying of a certificate concerning a non-job-incurred injury or illness

shall be borne by the employee. In the event of a failure or refusal to supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude that employee from the performance of duties, such sick leave may be canceled and the employee's service terminated.

(d) After all earned sick leave has been exhausted an employee may request in advance, in cases of illness, to use other paid leave. The Employer may grant such requests and may require that the employee provide verification from an attending physician of such continuous and extended illness. Such requests shall not be unreasonably denied.

(e) An employee with a serious medical condition who has exhausted available leave balances may submit a written request to receive a "medical separation." A medical separation is defined as a voluntary resignation for medical reasons. The Employer shall grant a written request for a medical separation, unless the employee is under investigation for performance and/or misconduct unrelated to their exhaustion of leave. Employees who receive a medical separation will be notified of the reemployment provision in Article 45, Section 2(c).

**Section 4. Restoration of Sick Leave Credit.** Employees who have been separated from state service and return to a position (except as temporary employees) within two (2) years shall have unused sick leave credits accrued during previous employment restored.

Section 5. Transfer of Accruals. An employee shall have all of their accrued sick leave credits transferred when the employee is transferred to a different state Agency.

Section 6. Workers' Compensation Payment. Sick leave resulting from a condition incurred on the job and also covered by Workers' Compensation, shall, if elected to be used by the employee, be used to equal the difference between the Workers' Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued



sick leave. Should an employee who has exhausted earned sick leave elect to use accrued leave during a period in which Workers' Compensation is being received, the salary paid for such period shall be equal to the difference between the Workers' Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued leave.

No employee shall be required to utilize leave while receiving time loss benefits.

**Section 7. Assumption of Sick Leave.** Whenever an Agency of the State assumes control over the functions of a local government Agency within the State of Oregon, such state Agency may assume the unused sick leave that was accrued by an employee of the local government Agency during employment therewith, provided the employee accepts an appointment, without a break-in-service, to that Agency. Should the monthly sick leave accrual rate of the local government Agency be greater than that of the state Agency, the maximum amount of sick leave assumable by the state Agency shall be computed on the basis of the following formula:

$$\frac{\text{Monthly Accrual Rate of State Agency}}{\text{Monthly Accrual Rate of Local Agency}} \times \text{Balance of Local Agency Sick Leave} = \text{Maximum Sick Leave Assumable}$$

Should the monthly sick leave accrual rate of the local government Agency be less than that of the state Agency, the maximum amount of sick leave assumable by the state Agency shall be the amount of unused sick leave accrued during employment with the local government Agency.

**Section 8. Hardship Leave.**

These provisions shall apply for the purpose of allowing employees to donate accrued vacation leaves and compensatory time for use by eligible recipients as sick leave. Agencies will allow employees to make donations of accumulated compensatory time or vacation leave, not to exceed the hours necessary to cover for the qualifying absence as provided in paragraph (d), to a coworker in that Agency or different Agency. To donate to a specific employee in a different Agency, the employee (donor) must submit a written request to their appointing authority/designee. The appointing authority or designee from both the donor's and recipient's agencies may authorize the transfer of donated leave between agencies, subject to restrictions on the use of dedicated funding sources and/or other legitimate business reasons. Authorization for transfer of donated leave shall not be unreasonably denied. For purposes of this Agreement, hardship leave donations will be administered under the following stipulations and the terms of this Agreement shall be strictly enforced with no exceptions.

(a) The recipient and donor must be regular employees.

(b) The Employer shall not assume any tax liabilities that would otherwise accrue to the employee.

(c) Use of donated leave shall be consistent with those provisions found under Article 56, Section 2.

(d) **An employee must have exhausted all accumulated leaves prior to requesting hardship leave donations.**

- 131 (e) Applications for hardship leave shall be in writing and sent to the Agency's Personnel  
132 Section, ~~and accompanied by the treating physician/practitioner's written statement~~  
133 ~~certifying that the illness or injury, including medical appointments for treatment of the~~  
134 ~~illness or injury, will continue for at least fifteen (15) days following donee's projected~~  
135 ~~exhausting of the accumulated leave and the total leave is at least thirty (30) consecutive~~  
136 ~~calendar days of absence in combination of paid and unpaid leave.~~ Donated leave may be  
137 used intermittently for the same event ~~after the employee has satisfied the eligibility~~  
138 ~~requirements to receive donated leave.~~
- 139 (f) Donations shall be credited at the recipient's current regular hourly rate of pay.
- 140 (g) Accumulated leave includes but is not limited to sick, vacation, personal, and compensatory  
141 leave accruals.
- 142 (h) Employees otherwise eligible for or receiving workers' compensation will not be considered  
143 eligible to receive donations under this agreement until worker's compensation benefits are  
144 exhausted.

145 **Section 9. Federal Family Medical Leave Act (FMLA), the Oregon Family Leave Act**  
146 **(OFLA) and the Oregon Military Family Leave Act (OMFLA).** Oregon state government  
147 provides leave to employees according to the FMLA, OFLA and OMFLA. The provisions shall  
148 be as provided in the statewide Family and Medical Leave Policy (60.000.15). Employees on a  
149 continuous block of leave may retain up to sixty (60) hours of either vacation or compensatory  
150 time for use upon returning to work. Designation to retain the leave shall be made in writing within  
151 five (5) business days of the beginning of the qualifying leave. In no instance shall an Agency  
152 restore leave or recoup pay as the result of such designation. Once the designation has been made

and approved and the employee is on leave without pay status, that status will continue for the duration of the leave. Such employees are not eligible to receive hardship leave donations.

Any grievance alleging a violation of FMLA or OFLA will be submitted in writing within thirty (30) days of the date the grievant or the Union knows, or by reasonable diligence should have known, of the alleged grievance, directly to the Agency Head or designee. The Agency Head shall respond within fifteen (15) calendar days after receipt of the grievance. All unresolved grievances may be submitted by the grievant or the Union to BOLI or the Department of Labor, whichever is appropriate.

**Section 10. Paid Leave Oregon.**

Paid Leave Oregon is administered by the Oregon Employment Department. The State of Oregon, as an Employer, shall comply with the provisions of Paid Leave Oregon, as provided for in the DAS statewide Paid Leave Oregon Policy (60.000.04).

1 **ARTICLE 58--HOLIDAYS**

2 Section 1. The following holidays shall be recognized and paid for at the regular straight time rate  
3 of pay:

- 4 (a) New Year's Day on January 1.
- 5 (b) Martin Luther King, Jr.'s Birthday on the third Monday of January.
- 6 (c) Presidents' Day on the third Monday in February.
- 7 (d) **Transgender Day of Visibility on March 31.**
- 8 (e) Memorial Day on the last Monday in May.
- 9 (f) Juneteenth on June 19.
- 10 (g) Independence Day on July 4.
- 11 (h) Labor Day on the first Monday in September.
- 12 (i) **Indigenous People's Day on the second Monday in October.**
- 13 (j) Veterans' Day on November 11.
- 14 (k) Thanksgiving Day on the fourth Thursday in November.
- 15 (l) The Friday after Thanksgiving.
- 16 (m) Christmas Day on December 25.
- 17 (n) Every day appointed by the Governor as a holiday.

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

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

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

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

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

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

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

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

(d) Transfers To and From Another Agency:

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

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

Section 5. Work on a Holiday. Employees required to work on days recognized as holidays which fall within their regular work schedules shall be entitled, in addition to their regular monthly salary, to compensatory time off, or to be paid in cash as provided in Articles 32.1-32.5 (Overtime). Compensatory time off or cash paid for all time worked shall be at the rate of time and one-half (1 ½). The rate at which an employee shall be paid for working on a holiday shall not exceed the rate of time and one-half (1 ½) their straight time rate of pay.

Section 6. Observance.

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

(b) When a holiday specified in Section 1 of this Article falls on a regularly scheduled day off, the employee shall have the choice of receiving an alternate eight (8) hours of compensatory straight time or straight-time pay. Part-time, seasonal, and job share employees will receive

64 a prorated amount of compensatory time or straight-time pay based on the calculation in  
65 Section 3(b).

66 (c) However, the Parties recognize that some positions must be staffed on holidays, and that  
67 employees in these positions cannot be released from duty on those holidays. Part (a) of this  
68 Section shall not apply to employees in these positions and the holiday shall be observed on  
69 the actual day specified in Section 1. Employees filling such positions will be notified in  
70 writing prior to hiring or when their work assignment is changed that they may have to work  
71 on certain holidays.

72 Section 7. Leave Accounts. An employee's leave account shall not be charged for a holiday which  
73 occurs during the use of earned vacation or earned sick leave.

74 Section 8. Work Out-of-Class. Employees assigned to work out-of-classification in accordance  
75 with Article 26 Section 10--Work Out-of-Classification shall receive holiday pay at the higher  
76 rate of pay, if the holiday falls during their work out-of-classification assignment.

77



**ARTICLE 66--VACATION LEAVE**

**Section 1. Vacation Leave Accrual.** Vacation leave shall be accrued or prorated on the appropriate schedule below for (a) full-time employees; (b) seasonal employees; and (c) part-time employees. Employees who are new to state service may use accrued vacation leave during the first six (6) months of employment; however, if an employee separates from state service prior to the completion of six (6) months, any accumulated vacation time not utilized will be lost and is not compensable upon separation.

Length of State Service:	Vacation Accrual Rate:
Initial appointment to state service (a) through 5 <sup>th</sup> year; (b) 5 <sup>th</sup> annual season; or, (c) 60 <sup>th</sup> months.	<del>8</del> <u>10</u> hours per month
After (a) 5 <sup>th</sup> year through 10 <sup>th</sup> year; (b) 5 <sup>th</sup> annual season through 10 <sup>th</sup> annual season; or, <del>10</del> <u>11.34</u> hours per month (c) 60 <sup>th</sup> month through 120 <sup>th</sup> month	
After (a) 10 <sup>th</sup> year through 15 <sup>th</sup> year; (b) 10 <sup>th</sup> annual season through 15 <sup>th</sup> annual season; <del>12</del> <u>13.34</u> hours per month or, (c) 120 <sup>th</sup> month through 180 <sup>th</sup> month.	
After	<del>14</del> <u>15.34</u> hours per month

- (a) 15<sup>th</sup> year through 20<sup>th</sup> year;  
(b) 15<sup>th</sup> annual season through 20<sup>th</sup> annual season;  
or,  
(c) 180<sup>th</sup> month through 240<sup>th</sup> month.

After

- (a) 20<sup>th</sup> year through 25<sup>th</sup> year;  
(b) 20<sup>th</sup> annual season through 25<sup>th</sup> annual season; ~~46~~ 17.34 hours per month  
or,  
(c) 240<sup>th</sup> month through 300<sup>th</sup> month.

After

- (a) 25<sup>th</sup> year;  
(b) 25<sup>th</sup> annual season; or, ~~48~~ 19.34 hours per month  
(c) 300<sup>th</sup> month.

8

9 Employees who are in pay status for less than a full month shall accrue vacation leave on a prorated  
10 basis.

11 Part-Time Employees Computation. A part-time employee shall accrue vacation leave on a pro-  
12 rata basis per the same schedule as full-time employees.

13 Seasonal Employees Computation. Seasonal employees who are new to state service may use  
14 accrued vacation leave during their first one thousand forty (1,040) hours of employment;  
15 however, if a seasonal employee separates from state service prior to the completion of those one  
16 thousand forty (1,040) hours, any accrued vacation time not utilized will be lost and is not  
17 compensable upon separation. When the seasonal employee has completed a combination of

seasonal periods totaling one-thousand forty (1,040) hours, they are entitled to have unused accrued vacation paid to them upon separation. In accumulating one-thousand forty (1,040) hours of service, time worked prior to a break-in-service may be credited if the break does not exceed two (2) seasons. An employee may not be credited with more than one (1) season during a calendar year.

**Section 2. Vacation Leave for New or Separating Employees.**

(a) New employees who begin work in the middle of a month or pay period earn vacation credits on a prorated basis for the first partial month or pay period.

(b) Separating employees who are eligible will be paid for unused vacation leave accrued through the last full calendar month or pay period of service, based on each employee's work schedule. If the employee does not work or is not in pay status through the last regularly scheduled workday in the last calendar month or pay period, payment for such month or period shall be made on a pro-rata basis.

Separation of an employee may fall on any given day of the month, either as designated by the employee in their letter of resignation or by the Agency in the notice of involuntary separation.

(c) Separating employees who are eligible will be paid for accumulated vacation leave and compensatory time at the hourly rate equivalent to their base rate at the time of separation.

**Section 3.** Compensation for use of accrued vacation shall be at the employee's prevailing straight time rate of pay.

**Section 4.** In the event of separation or layoff any unused vacation up to three-hundred (300) hours will be paid to the employee.

**Section 5.** In the event of an employee's death, all monies due for accumulated vacation and salary shall be paid as provided by law.

**Section 6.** An employee who has lost work because of a job-related illness or injury shall not suffer a reduction in vacation credits. Vacation credits shall continue to be earned while an employee is using earned sick leave.

**Section 7.** Service with a jury shall be considered time worked.

**Section 8.** If an employee has a break-in-service and that break does not exceed two (2) years, they shall be given credit for the time worked prior to the break-in-service.

**Section 9.** Time spent in actual State service or on Peace Corps, military, educational, or job-incurred disability leave without pay shall be considered as time in the State service for determining length of service for vacation accrual rate.

**Section 10.** Vacation hours may accumulate to a maximum of three-hundred fifty (350) hours.

**Section 11.** Authorization of Use. Upon transfer of an employee with six (6) months of State service to a different Agency covered by the Agreement, the employee may elect to have a maximum of one-hundred (100) hours of accrued vacation credits transferred to the gaining Agency, except the gaining Agency may agree to accept a greater amount of accrued vacation credits. The employee shall be paid in cash for that portion of accrued vacation credits not transferred.

Upon transfer of an employee with less than six (6) full months of service to a different Agency represented by SEIU Local 503, OPEU, all vacation credits accrued shall be transferred to the gaining Agency.

**Section 12.** Should an employee who has exhausted earned sick leave elect to use vacation leave during a period in which Workers' Compensation is being received, the salary paid for such period

shall be equal to the difference between the Workers' Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued vacation leave. No employee shall be required to utilize vacation leave while receiving time loss benefits.

**Section 13.** After all earned sick leave has been exhausted an employee may request in advance, in cases of illness, to use earned vacation leave. The Employer may grant such requests and may require that the employee provide verification from an attending physician of such illness. Such leave shall not be unreasonably denied.

**Section 14.** No employee may be placed on vacation leave and no accrued vacation time may be utilized without specific authorization of the employee except:

- (a) That employees shall have their vacation time paid in full when they take education leave without pay in excess of ninety (90) days;
- (b) That in any other leave of absence without pay that exceeds fifteen (15) days, the employees shall be required to use their accumulated vacation. Bargaining unit members may not be required to take vacation when leaving for military or reserve service as per Title 38, USC Chapter 43, or parental leave until after thirty (30) days;
- (c) As provided for set-off of damages or misappropriation of state property or equipment on termination;
- (d) To avoid losing vacation the employee must request vacation leave. When such leave is impossible a cash payment of not more than sixty (60) hours shall be made. In lieu of cash payment, the Employer shall schedule time off in excess of three-hundred and fifty (350) hours within sixty (60) days prior to the date the vacation leave would reach three-hundred and fifty (350) hours. Hours earned over three-hundred and fifty (350) hours will be

immediately lost to the employee if the equivalent of those hours is not used prior to the month of maximum accrual.

**Section 15. Vacation Cash Out.** In each calendar year, an employee may make a one-time request to cash out and receive payment for up to forty (40) hours of vacation. In order to be eligible to cash out vacation hours, the employee must be a regular status employee and have a remaining vacation balance of sixty (60) hours or more. Vacation leave that has been pre-approved will be considered when the request is made in order to determine if they will maintain the minimum vacation balance requirement.

**Employees who have a vacation balance of two hundred (200) hours or more may cash out and receive payment for up to forty (40) hours of vacation once per quarter.**

**Section 16. Military Donated Leave.** The Parties acknowledge that the State of Oregon administers a donated leave program to supplement military wages. As such, an employee may donate any portion of their accrued vacation to an eligible individual participant or to the program donation pool for distribution to eligible participants, as long as the program continues to exist.

2025-2027 STATE OF OREGON and SEIU Central Table  
Union Initial Proposal  
03/20/2025

**NEW LOA**

**Finalization Process**

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

Recognizing the large amount of work that finalizing the collective bargaining agreement entails, the Union and the Employer commit to completing the finalization process within ninety (90) days of ratification.