

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

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

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

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

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

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

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

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

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

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

\*For DMV, Agency means the Division Administrator.

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

**Section 8. New Employee Orientation.**

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

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

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

As part of an employee's onboarding, a Union representative shall have thirty (30) minutes to share union information. Employees who work in person shall be able to meet with the Union representative in person on a day that they are scheduled to work in person. If the Union representative is an employee of the Agency, the employee shall be given time off with pay to make the presentation. The Agency will provide the Union reasonable notice of the place and time of the onboarding.

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

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

- (a) to investigate and process grievances;
- (b) to represent bargaining unit employees in investigatory interviews;
- (c) to be present upon request when an employee is reporting inappropriate workplace behavior through the process set forth in DAS or Agency policy; and

(d) to be present upon request when an employee is 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.

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

**Section 13. Sublocal officers may be granted twelve (12) hours of paid time off per calendar year during regularly scheduled working hours at a mutually agreed upon time to attend to sublocal officer business.**

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

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



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

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

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

In addition to any leave for General Council and the SEIU quadrennial International Convention, each of the Union's other statewide officers, including Vice President, Secretary, and

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

**Section 15 14.**

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

(b) Upon request, the Department of Administrative Services shall make available to the Union at cost any SEIU Local 503, OPEU bargaining unit employee statistical and expenditure data relative to employment and benefits which is possible to produce, although not normally produced, by the Department of Administrative Services. Data that are not normally produced, but possible to produce, include manual or machine editing of existing reports to

remove confidential data or data on non-SEIU Local 503, OPEU bargaining unit employees  
or data or reports that require new development.

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

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

- Employee Work Phone Number
- Employee Work Email

**Section 16 15. Dues Deduction.**

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

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

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

The Union recognizes that the above information may require hand editing and/or notations. Therefore, only repeated errors or omissions will be considered a violation of this Section. The Union shall notify the Agency payroll offices of any required corrections resulting from this Section.

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

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

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

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

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

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

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

- Employee Identification Number
- Employee name
- Agency

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

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

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

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

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

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

355     These reports shall contain:

- 356       •     Employee name;
- 357       •     Employee Identification Number;
- 358       •     Employee work phone number;
- 359       •     Employee work email address;
- 360       •     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 (15<sup>th</sup>) 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

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

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

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1 **ARTICLE 14--NEGOTIATIONS PROCEDURES**

2 **Section 1.** Negotiations shall commence pursuant to Article 4 of this Agreement and the Parties  
3 will structure their Agreement per the four (4) Agency groups set forth below:

4 **HUMAN SERVICES:** Oregon Department of Human Services-Oregon Health Authority,  
5 Employment Department;

6 **INSTITUTIONS:** Oregon Youth Authority (Youth Correctional Facilities), Oregon Health  
7 Authority Institutions: Oregon State Hospital (OSH), Pendleton State-Delivered Secure  
8 Residential Treatment Facility (Pendleton Cottage), OYA Administration and Field Services;

9 **ODOT:** Oregon Department of Transportation (ODOT), Forestry, Oregon Parks and Recreation  
10 Department (OPRD), Oregon Department of Aviation (ODOA), Oregon Department of Fish &  
11 Wildlife (ODFW), Department of Geology and Mineral Industries (DOGAMI), Department of  
12 Agriculture, Water Resources Department, Oregon Watershed Enhancement Board;

13 **SPECIAL AGENCIES:** Justice, Revenue, Higher Education Coordinating Commission, Workers'  
14 Compensation Board, Department of Consumer & Business Services (DCBS), Bureau of Labor  
15 and Industries (BOLI), Veterans' Affairs, Board of Nursing, Oregon Medical Board, Board of  
16 Dentistry, Board of Pharmacy, Mortuary and Cemetery Board, Oregon Mental Health Regulatory  
17 Agency, Board of Medical Imaging, Board of Massage Therapists, Occupational Therapy  
18 Licensing Board, Board of Examiners for Speech Pathology & Audiology, Board of Naturopathic  
19 Medicine, Education, Library, Treasury, Commission for the Blind, Public Employees Retirement  
20 System (PERS), Special Schools, State Scholarship, Department of Administrative Services,  
21 Oregon Housing & Community Services (OHCS), Oregon State Board of Examiners for  
22 Engineering and Land Surveying (OSBEELS), Department of Early Learning and Care, and  
23 Teachers Standards and Practices Commission.

**Section 2.** The Union agrees, as a prior condition to the release of employees from work, to notify the Employer in writing of its members designated as representatives for negotiations.

(a) Central Table. The Employer agrees to grant leave with pay for up to ~~twelve~~ ten (12 10) employees, except for temporary employees, at a central bargaining table to represent the Union for actual negotiating table time including caucuses, negotiation work sessions, and a reasonable number of membership meetings relating to negotiations. There shall be no more than two (2) designated representatives from each Agency, unless the Employer and Union mutually agree to allow more than two (2) Negotiations at the Central Table will take place during normal business hours.

(b) Coalition Tables. For Coalition negotiations, the Employer agrees to unschedule, or grant paid time, for up to six hundred (600) total paid hours each month for up to one-hundred and fifty (150) calendar days following the commencement of bargaining at the coalition tables for attendance at negotiations and a one (1) hour work session per each scheduled Coalition negotiation date. This includes travel time for attendance at negotiations and work sessions, provided the negotiations and work sessions and/or travel time occur during an employee's regular work schedule. Coalition tables will begin no later than February 15 or the closest business day thereto. The inclusion of paid time will not result in the employee receiving greater benefit than the employee would have received had the employee not attended the bargaining session. Should it become necessary for the Employer to replace or unschedule an employee scheduled for swing or graveyard shift so as to permit that employee to participate in collective bargaining negotiations, the Union agrees alternatively as follows:

(1) Six (6) workdays notice shall be given by the Union to the Employer so as to allow the Employer to avoid payment of penalty pay for the schedule change of the replacement employee; or

(2) If the Union does not give notice prescribed in (1) above, the Union shall reimburse the Employer for the penalty pay paid to the replacing employee.

(3) **The Employer shall allow employees to temporarily modify their schedules in order to accommodate scheduled bargaining sessions. The temporary modification cannot result in overtime for the employee.**

**Section 3.** The Employer is not responsible for travel, per diem, overtime, or other benefits beyond that which the employee would have received had the employee not attended bargaining sessions.

**Section 4.** Subject in each case to prior approval by the Agency, the Employer further agrees to grant leave without pay to additional employees determined necessary by the Union to attend negotiating sessions.

**Section 5. Ratification.** It is understood that all tentative agreements at the table are subject to ratification by both Parties.

**ARTICLE 19--PERSONNEL RECORDS**

**Section 1.** The Chief Human Resources Office (CHRO) human resource information system is the system of record for all employee records and official employee personnel file documents for which there are appropriate document categories in the system.

The Department, or Agency under agreement to provide human resource services, stores paper documents of the official employee personnel file and paper documents that are not yet able to be kept in the human resource information system. The Department, or Agency under agreement to provide human resource services, also stores paper documents of the official employee personnel file that predate January 1, 2019.

Upon reasonable notice, an employee may inspect the records, excluding any confidential reports from previous employers, in their official Agency employee personnel file(s) or supervisory working file, ~~provided that, if the official personnel file, including paper documents as described above, or supervisory working file is kept at a separate facility, the employee shall, at the Agency's discretion, either be allowed to go where the file is kept or the file will be brought to the employee for review within five (5) days of their request.~~ **The file will be provided within five (5) days of their request in an electronic format unless the employee requests to see the physical file.** With the employee's written authorization, their Union Steward may inspect the

employee's official personnel file, and supervisory working file, consistent with the time requirements provided herein. If the supervisory working file cannot be made available due to the absence of a supervisor, extensions of up to ten (10) days will be granted.

No grievance material shall be kept in an employee's official personnel file.

**Section 2.** No information reflecting critically upon an employee except notices of discharge shall be placed in the employee's official personnel file that does not bear the signature of the employee.

The employee shall be required to sign material to be placed in their official personnel file provided the following disclaimer is attached:

“Employee’s signature confirms only that the supervisor has discussed and given a copy of the material to the employee. The employee’s signature does not indicate agreement or disagreement with the contents of this material.”

If an employee is not available within five (5) working days or refuses to sign the material, the Agency may place the material in the file, provided a statement has been signed by two (2) management representatives and a copy of the document was mailed certified to the employee at their address of record or hand delivered to the employee.

**Section 3.** Employees shall be entitled to prepare and provide copies of any written explanation(s) or opinion(s) regarding any critical material placed in their official personnel file or supervisory working file. The employee’s explanation or opinion shall be attached to the critical material and shall be included as part of the employee’s official personnel record or supervisory working file so long as the critical materials remain in the file.

**Section 4.** An employee may include in their official personnel file a reasonable amount of relevant material such as letters of commendation, licenses, certificates, college course credits, and other material which relates creditably on the employee. This material shall be retained for a minimum of three (3) years except that licenses, certificates, or college credit information may be retained so long as they remain valid and relevant to the employee’s work.

**Section 5.** Material reflecting caution, consultation, **coaching,** warning, admonishment, and reprimand shall be retained for a maximum of three (3) years **whether stored in an employee’s personnel file or elsewhere on the Employer’s human resource information system.** Such material shall, at the employee’s request, be removed after twenty-four (24) months, provided there

has been no recurrence of the problem or a related problem in that time. Removal prior to twenty-four (24) months will be permitted when requested by an employee and if approved by the Appointing Authority.

Material removed from an employee's official personnel file may not be referenced in future disciplinary actions, performance evaluations, or other related correspondence from the employer

Material relating to disciplinary action recommended, but not taken, or disciplinary action which has been overturned and ordered removed from the official personnel file(s) on final appeal, shall be removed.

Incorrect material will be removed, upon request, from an employee's personnel file. (See Article 85--Position Descriptions and Performance Evaluation.)

**Section 6.** Upon written request by the employee, the Agency will make a good faith effort to return material removed from the official personnel file to the employee. A copy of the request will be maintained in the official personnel file.

**Section 7.** When DAS or an Agency receives a subpoena or request for an employee's personnel records, except for an inquiry as result of a criminal law complaint or request for verification of employment and salary, DAS or the Agency shall provide notification to the employee of the subpoena or request, who has made it, and the reason for the subpoena or request if known.

**Section 8.** When DAS receives a statewide records request for employee-related public information releasable per statute, DAS shall provide notification to Agencies that such request has been made. Individual employees may work with their Agency to receive notification of said request(s).



68 Section 9. Any records stored electronically in either the employee's supervisory file or the  
69 personnel file will be visible only to the employee, the employee's supervisor, and appropriate  
70 human resources employees.

71 Section 10. An employee's supervisory file cannot be shared without the employee's consent.

72

1 **ARTICLE 20--INVESTIGATIONS, DISCIPLINE, AND DISCHARGE**

2 **Section 1.** The principles of progressive discipline shall be used when appropriate. Discipline  
3 shall include, but not be limited to: written reprimands; reduction in pay;\* demotion; suspension  
4 without pay\*; and dismissal. Discipline shall be imposed only for just cause.

5 \*For FLSA-exempt employees, except for penalties imposed for infractions of safety rules of  
6 major significance, no reduction in pay and only suspensions without pay in one (1) or more full  
7 workweek increments unless or until FLSA restrictions on economic sanctions for exempt  
8 employees are eliminated by statute or a court decision the State determines dispositive. Safety  
9 rules of major significance include only those relating to the prevention of serious danger to the  
10 Agency, or other employee.

11 **Section 2.** The Employer is committed to conducting investigations in a timely manner. Agencies  
12 will make reasonable efforts to begin the investigatory process on potential disciplinary issues  
13 within thirty (30) days of becoming aware of the issue. However, the Parties recognize that  
14 circumstances and complexities of individual cases may delay initiation of an investigation.

15 **Section 3. Investigatory Interviews.**

16 (a) The employee's Union Steward shall be granted paid time off during regularly scheduled  
17 working hours at a mutually agreed upon time to represent the employee in the  
18 investigatory interview (See Article 10, Sections 10 and 11).

19 (b) The Employer's notification to the employee of the investigatory interview shall include  
20 the nature of the investigation.

21 (c) Both the Employer and the Union shall have the right to record investigatory interviews.

22 **Section 4. Weingarten Rights.** Upon request, an employee shall have the right to Union  
23 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.

(See Last Chance Agreements, Article 21, Section 12).

**Section 5. Suspension With Pay or Duty Stationed at Home Pending an Investigation by the**

**Agency's Human Resource Office.** The employee and their steward of record shall be notified in writing of the initial reason for the action within three (3) business days of the effective date of the action. If there is not a steward of record, the Union will receive the notification. The Agency will conduct the initial interview with the employee within thirty (30) calendar days of notification of the action. The investigation shall be completed within one-hundred twenty (120) calendar days. However, if the investigation is not concluded within the timeline, the Agency will notify DAS and the Union of the specific reason(s) and the amount of additional time needed which shall be no more than thirty (30) days at a time.

**Section 6.** The Agency shall give the employee under Weingarten investigation, and their steward of record, notification of the status of the Agency's investigation, every thirty (30) days until completed. The investigation shall be completed within one-hundred twenty (120) calendar days. However, if the investigation is not concluded within the timeline, the Agency will notify DAS and the Union of the specific reason(s) and the amount of additional time needed which shall be no more than thirty (30) days at a time. Upon completion of the investigation, the Agency will provide the employee and their steward of record with written notification of the disposition of the investigation.

**Section 7.** When an Agency is considering dismissal for a regular status employee, the employee and their steward of record shall be given a written pre-dismissal notice. Such notice shall include the then known complaints, facts, and charges, and a statement that the employee may be

dismissed. The employee shall be afforded an opportunity to refute such charges or present mitigating circumstances to the Appointing Authority at a time and date set forth in the notice, which date shall not be less than seven (7) calendar days from the date the notice is received or, at the option of the employee, by written response by that date. The employee shall be permitted to have an official representative present. At the discretion of the Appointing Authority, the employee may be suspended with or without pay or be allowed to continue to work as specified in the pre-dismissal notice. Should an employee be suspended without pay, the employee will first be afforded notice and right to present mitigating circumstances to the Appointing Authority or designee.

**Section 8. Dismissal, Reduction, Suspension Without Pay, Demotion, Written Reprimands, and any other form of Discipline.**

(a) An employee, and their steward of record, shall receive written notice of the discipline with the specific charges and facts supporting the discipline at the time disciplinary action is taken. Copies of pre-dismissal and dismissal notices will be sent to the Union headquarters (Salem) within five (5) calendar days of being issued to the employee. **If the disciplinary decision is going to be shared in a meeting or in person, the Employer will notify both the employee and the steward of record. The employee may have a steward present with them for the meeting.**

When the form of discipline is a dismissal, management will attempt to contact the employee or steward of record verbally to notify them of the decision.

Suspensions with pay will not be recorded in employee personnel files nor in any manner used against an employee if no disciplinary action is subsequently taken.

(b) The Employer will make a good faith effort to have the following statement appear on all dismissals and disciplinary notices covered in Section 4(a) above:

If you choose to contest this action you have a right to be represented by the SEIU Local 503, OPEU. SEIU must file an appeal within thirty (30) calendar days from the date of the discipline in accordance with Article 21.

Failure to include this statement will not void the actions.

**Section 9.** Employees in initial trial service with the State shall have no right to appeal removals from state service under this Article. Employees in trial service as a result of a lateral transfer or promotion who are returned to their former classification shall have no right of appeal under this Article for such removal. However, an employee in trial service as a result of a lateral transfer or promotion who is dismissed from state service may have their dismissal appealed by the Union under this Article.

**Section 10.** When an employee is the subject of an investigation that could implicate the employee in criminal activity, their Garrity rights shall be observed.

Section 11. All notifications to employees covered by this Article shall include information about how employees can utilize services provided by EAP.

Section 12. Failure to send copies of any discipline, pre-dismissal or dismissal to the Union or steward of record will not void the actions.

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

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

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. **For contract enforcement grievances, when a steward makes an information request to determine if a violation has occurred, the grievance timeline shall start when the information request is fulfilled.**

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

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

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 22--No Discrimination
- Article 56--Sick Leave (FMLA/OFLA)
- Article 56T—Sick Leave (FMLA/OFLA)
- Article 81--Reclassification Upward, Reclassification Downward, and Reallocation

**Section 2.** Time limits specified in this 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 form and in the case of appeals management responses at the previous step. Any other documentation may be presented at the grievance meeting or 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.

If at any step of the grievance procedure, the Employer fails to issue a response within the specified time limits, the grievance shall automatically advance to the next step of the grievance procedure unless withdrawn by the grievant or the Union. If the grievant or Union fails to meet the specified 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 this Article. The Union shall provide a copy of the Step 3 grievance to all agencies included in the group grievance. The grievance shall specifically enumerate, by name, the affected employees, when known. Otherwise, the affected employees will be generically described in the grievance.

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

TIME TO FILE: Thirty (30) calendar days for initial filing	
PLACE TO FILE	TYPE OF GRIEVANCE
AGENCY HEAD (Step 2)	<ul style="list-style-type: none"><li>• Article 20--Discipline/Discharge</li><li>• Article 22--Discrimination</li><li>• Article 81--Reclass Down</li><li>• Article 101--Safety and Health, Section 9*</li><li>• Article 101T--Safety and Health, Section 2*</li><li>• Article 21, Section 4-Group Grievances involving multiple supervisors in one Agency</li><li>• Family Medical Leave (FMLA/OFLA)</li></ul>
DAS, LABOR RELATIONS UNIT (LRU) (Step 3)	<ul style="list-style-type: none"><li>• Article 21, Section 4-Group Grievances involving multiple Agencies</li></ul>



MANAGEMENT/ EXECUTIVE SERVICE  SUPERVISOR  (Step 1)	<ul style="list-style-type: none"> <li>• All other grievances/contract violations</li> </ul>
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\* Grievances alleging violations of Article 101T, Section 9 and Article 101T Section 3 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 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 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 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.

(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

144 Agreement. The arbitration will be handled in accordance with the rules of the American  
145 Arbitration Association.

146 (g) The Employer and the Union will develop stipulations of fact and use affidavits and other  
147 time-saving methods whenever possible and when mutually agreed upon in all cases  
148 proceeding to arbitration.

149 (h) The Parties shall split the arbitrator's charges equally. All other expenses shall be borne  
150 exclusively by the Party requiring the service or item for which payment is to be made. If  
151 either party cancels the arbitration hearing, the canceling party will pay the arbitrator fees  
152 unless mutually agreed otherwise.

153 (i) Arbitrations for cases involving Articles exclusively applying to temporary workers shall be  
154 processed using the expedited grievance procedure outlined in Section 7 of this Article.

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

161 (a) The Employer and Union will develop a stipulation of facts and use affidavits and other time-  
162 saving methods whenever possible and when mutually agreed upon.

163 (b) Case presentation will be limited to preliminary opening statements, brief recitation of facts,  
164 witness presentation and closing oral argument. No post hearing briefs shall be filed or  
165 transcripts made. The hearing will be completed within one (1) business day unless  
166 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 for overtime, travel expenses, penalty payments or premium payments as a result of this Section.

**Section 10.** No reprisals shall be taken against any employee for exercise of their rights under the provisions of this Article.

**Section 11.** 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

190 requesting Party is lawfully entitled to within a reasonable amount of time. Reasonable costs shall  
191 be borne by the requesting Party. The requesting Party shall be notified of any costs before the  
192 information is compiled.

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

196 **Section 12.** The Parties acknowledge that an Agency, at its own discretion, may offer a last chance  
197 agreement to an employee. Last chance agreements will be signed by the employee and the Union  
198 unless the employee affirms in writing that the Union not be a Party to the agreement. Such  
199 agreement, if offered, shall include the conditions, consequences of failure and term of agreement.  
200 Employees shall have seventy-two (72) hours to review the last chance agreement prior to signing  
201 it. Any discipline associated with the offered agreement will be issued separately from the  
202 agreement. The last chance agreement will be removed from the employee's personnel file upon  
203 its expiration. This Section does not apply to temporary employees.

204 (See Human Services Coalition Letter of Agreement 21.1C-99-07 in Appendix A.)

205

1 **ARTICLE 51--LIMITED DURATION APPOINTMENT**

2 **Section 1. Limited Duration Appointments.** An Agency may hire employees for special studies  
3 or projects of uncertain or limited duration which are subject to the continuation of a grant,  
4 contract, award, or legislative funding for a specific project. Additionally, employees may be hired  
5 as limited duration appointments, for workload purposes, when needed to fill short-term or  
6 transitional assignments, including, but not limited to, legislative directive, reorganizations,  
7 unanticipated workload needs or when position reduction is anticipated.

8 (a) Limited duration appointments may be filled by hiring new employees to state service or  
9 hiring current employees.

10 (b) Such appointments shall be for a stated period not exceeding two (2) years. If an Agency  
11 needs to extend a limited duration appointment beyond two (2) years, they will provide  
12 written notice of the extension to the employee. A copy of the notice shall be forwarded to  
13 SEIU Local 503 ([mrc@seiu503.org](mailto:mrc@seiu503.org)) and the DAS CHRO Labor Relations Unit  
14 ([LRU@das.oregon.gov](mailto:LRU@das.oregon.gov)). The notice of extension will include:

- 15 • the employee's name, email address and contact phone number;
- 16 • the employee's classification;
- 17 • the date the employee was originally appointed to the limited duration position;
- 18 • the date the limited duration appointment is scheduled to end;
- 19 • the reason for extension; and,
- 20 • the date the limited duration appointment is being extended through.

21 (c) These appointments will not be used in a manner that subverts or circumvents the filling of  
22 budgeted positions pursuant to Article 45 and Article 45.1-45.5. The Employer will not end  
23 a limited duration appointment to circumvent Section 4(b) below.



**Section 2. Conditions of Limited Duration Appointments.** An employee accepting such

appointment shall be notified of the conditions of the appointment and acknowledge in writing that

they accept that appointment under these conditions. Such notification shall include the following:

(a) The appointment is of limited duration.

(b) The appointment may cease at any time within the first twenty-four (24) months.

(c) If an appointment extends beyond twenty-four (24) months, the appointment may cease at any time only when special studies, projects, or the need for additional workload ends.

(d) Employees that accept a limited duration appointment who are newly-hired to state employment or have not gained regular status in their current position are not entitled to layoff rights except as provided for in Section 4(b). If a limited duration employee is hired directly into a permanent position in the same classification within the same Agency, time served in the limited duration appointment shall count towards the required trial service period in the permanent position. If the limited duration appointment was equal to or longer than the required trial service period, they shall not be required to serve a trial service period and shall be considered a regular status employee.

(e) In all other respects, limited duration appointees have all rights and privileges of other classified employees including but not limited to wages, benefits, and Union representation under this Agreement.

**Section 3 4. Layoff and Recall Rights.**

(a) A newly-hired employee to state employment for a special study or project limited duration appointment shall not be entitled to layoff rights unless the special study or project limited duration appointment exceeds **seventeen (17) months.** ~~two (2) years.~~ In the latter instance,

they shall be placed on the Agency recall list in the affected geographic area when the limited duration appointment ends.

(b) A newly-hired employee to state employment for a workload limited duration appointment shall be entitled to layoff rights after seventeen (17) months of continuous employment.

(c) A current, regular status employee hired into a limited duration appointment shall be entitled to layoff rights within the Agency where the limited duration appointment occurred. The Agency will initiate the layoff procedure pursuant to Article 70, Section 2 as follows:

(1) If the employee was hired into a special study or project limited duration appointment, the Agency will initiate the layoff procedure in the classification the employee held prior to the limited duration appointment, regardless of the length of the limited duration appointment.

(2) If the employee was hired into a workload limited duration appointment, the Agency will initiate the layoff procedure in the classification that has the higher salary range between:

(A) The classification the employee held prior to the limited duration appointment, regardless of the length of the limited duration appointment, or;

(B) The classification of the workload limited duration appointment, provided the employee has worked seventeen (17) continuous months.

**Section 4 5. Reports.** Upon request, the Employer shall provide a report to the Union listing all SEIU represented limited duration appointments and the reason for those appointments..

**ARTICLE 81--RECLASSIFICATION UPWARD, RECLASSIFICATION DOWNWARD,  
AND REALLOCATION**

**Section 1.** Reclassification must be based on findings that the purpose of the job is consistent with the concept of the proposed classification and that the class specification for the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities of the position. As used herein:

- (a) The purpose of the job shall be determined by the statement of purpose and assigned duties of the position description and other relevant evidence of duties assigned by the Agency;
- (b) The concept of the proposed classification shall be determined by the general description and distinguishing features of its class specification; and
- (c) The overall duties, authority and responsibilities of the position shall be determined by the position description and other relevant evidence of duties assigned by the Agency.

**Section 2. Reclassification Up.**

(a) Reclassification upward is a change in classification of a position by raising it to a higher classification. Employees, or supervisors with prior notice to the employee(s), may seek reclassification to any non-supervisory or non-managerial classification in the Executive Branch (DAS) of government whether or not the classification is included in Appendix B of this Agreement provided that:

- (1) the classification exists in the unrepresented compensation plan or in multiple bargaining units' compensation plans, and
- (2) the classification is not specific to another Agency.

In the event that the proposed new classification is not in the bargaining unit, the classification shall be added to the SEIU Local 503, OPEU compensation plan at the

Employer-proposed salary range. However, if the Employer-proposed range is lower than the classification salary range in another DAS compensation plan, the Parties will negotiate the salary range.

(b) Employees, or supervisors with prior notice to the employee(s) and the union, may request reclassification by submitting a written explanation of the request, a Chief Human Resource Office Position Description Form signed by the employee (if the position is filled), the supervisor and Appointing Authority and all other relevant evidence for the proposed reclassification to the Agency Appointing Authority or designee.

(1) Within sixty (60) days, unless otherwise mutually agreed in writing, the Agency shall review the merits of the request based on the final position description signed by the Appointing Authority.

(2) The Union shall be entitled during the sixty (60) day review period and prior to issuance of the Agency decision to meet with the Agency or to present further written arguments in support of the request.

(3) The Agency will notify the employee and supervisor of its decision and provide a copy of the final position description signed by the Appointing Authority.

(4) Should the duties of the position support the proposed reclassification, the Agency shall make a determination whether to seek legislative approval for reclassification or remove selected duties within one-hundred twenty (120) days, however, this time period may be extended upon mutual agreement of the Parties.

(c) If the reclassification receives legislative approval, the effective date of the reclassification shall be the date the reclassification was finalized in the budget and a note will be added to the CHRO human resources information system with the date that the reclassification was

requested. Upon upwards reclassification, the employee will be placed on the step in the new salary range equivalent to their base salary plus work-out-of-classification pending upward reclassification they have been receiving pursuant to Article 26, Section 12. The work-out-of-class pending upwards reclassification differential shall end when the employee is placed in the new salary range. The salary eligibility date shall remain the same.

- (d) If a reclassification request does not receive legislative approval or the Agency removes selected duties to be consistent with the employee's current classification, the employee will receive a lump sum payment for the difference between the current salary rate, including work out-of-class pay if any and the proposed salary rate, for the time period beginning the date the reclassification request was received by the Agency through the date the duties were removed.

### **Section 3. Reclassification Down.**

- (a) Reclassification downward is a change in the classification of a position by reducing it to a lower classification.
- (b) The Agency shall, sixty (60) calendar days in advance of a reclassification downward of any position, notify the affected employee(s) in writing of the action, including the specific reasons, and the Chief Human Resource Office Position Description used for the action, which shall be signed by the Appointing Authority.
- (c) If an employee is reclassified downward and their rate of pay is above the maximum of the new classification, their rate of pay will remain the same until a rate in the salary range of the new classification exceeds it, at which time the employee's salary shall be adjusted to that step.

If the employee's rate of pay is the same as a salary step in the new classification, the employee's salary shall be maintained at the same rate in the lower range.

If the employee's rate of pay is within the new salary range but not at a corresponding salary step, the employee's salary shall be maintained at the current rate until the next eligibility date. At the employee's next eligibility date, if qualified, the employee shall be granted a salary rate increase of one (1) full step within the new salary range plus that amount that their current salary rate is below the next higher rate in the salary range. This increase shall not exceed the highest step in the new salary range.

- (d) Employees who are reclassified downward for non-disciplinary reasons shall be given the same recall rights as employees demoted in lieu of layoff pursuant to Article 70 of this Agreement for reemployment to the classification from which they were reclassified downward.

**Section 4. Reclassification Equal or Lateral.**

- (a) Reclassification equal or lateral is a change in an employee's job classification from one classification to another with the same salary range base number.

- (b) Rate of pay upon equal or lateral reclassification shall be given no less than the first step of the new salary range.

- (c) If the employee's rate of pay is the same as a salary step in the new classification, the employee's salary shall be maintained at that rate in the new classification until the next salary eligibility date.

- (d) If the employee's rate of pay is within the new salary range but not at a corresponding salary step, the employee's salary shall be maintained at the current rate until the next eligibility date. At the employee's next eligibility date, if qualified, the employee shall be granted a

salary rate increase of one (1) full step within the new salary range pay scale plus that amount the current salary rate is below the next higher rate in the salary range pay scale. This increase shall not exceed the highest rate in the new salary range.

- (e) If an employee's previous salary is above the maximum of the new classification, their rate of pay will remain the same until a rate in the salary range of the new classification exceeds it, at which time the employee's salary range shall be adjusted to that step.

**Section 5. Reclassification Appeals.**

- (a) Filing.

Reclass Upward. A decision of the Agency to deny a reclassification request may be appealed in writing by the Union to DAS Labor Relations for further review within thirty (30) calendar days after receipt by the Union of the Agency's decision. Such appeal shall include copies of the documents originally provided to the Agency Appointing Authority or designee, including, the written explanation, the position description signed by the Appointing Authority, and all other relevant evidence for the proposed reclassification. Additionally, the Union may include a written rebuttal to the Agency's statement of determination. No new evidence or information will be considered by the Committee, unless the Committee requests additional material for clarification.

Reclass Downward. Within thirty (30) calendar days from the date the employee receives notice that the Agency will reclassify their position downward, they may grieve this action by filing a grievance at the Agency Head level in the grievance procedure, providing a written explanation of the request and all relevant evidence demonstrating why the reclass is in conflict with Article 81, Section 1. The Agency Head shall respond in writing in accordance with Article 21 — Grievance and Arbitration. A decision of the Agency to deny

a grievance under this Article may be appealed in writing by the Union to DAS Labor Relations for further review within thirty (30) calendar days after receipt by the Union of the Agency's decision. Such appeal shall include copies of the documents originally provided to the Agency, including the written explanation of the request and all relevant evidence. Additionally, the Union may include a written rebuttal to the Agency's statement of determination. No new evidence or information will be considered by the Committee, unless the Committee requests additional material for clarification.

- (b) Once appealed to DAS Labor Relations, the matter shall be considered by the Employer designee (or the alternate) and the Union designee (or the alternate) who shall form the Committee charged with the responsibility to consider appeals pursuant to this Article and make decisions which maintain the integrity of the classification system by correctly applying the classification specifications. Each designee (and each alternate) shall have experience making classification decisions.

Should the Union designee or the Union alternate be a bargaining unit member, to participate in the process, that employee shall be granted reasonable paid release time during their scheduled workday or a mutually-agreed alternate work schedule. Further, where the Union designee or the Union alternate is a bargaining unit member and the Employer believes the time required by the process presents a hardship for the employing Agency, the Employer may require the Union to designate a qualified replacement for the Committee. Either Party may discontinue this part of the appeals process upon two (2) weeks notice to the other.

The Committee will attempt to resolve the matter by jointly determining whether the current or proposed class more accurately depicts the overall assigned duties, authorities, and responsibilities of the position using the criteria specified in Article 81, Section 1. In this



process each of the designees may identify one (1) alternate class that they determine most accurately depicts the purpose of the job and overall assigned duties. If an alternate class is identified, both the Union and DAS Labor Relations shall be notified. If the Parties concur on the alternate class, that shall end the appeal. The Committee will send a written initial decision to the Agency and Union within sixty (60) days from receipt, which will include the reasons for its decision. The Agency or the Union may ask the Committee to reconsider its decision by sending a written reconsideration request which must be based on incorrect or incomplete information in the initial decision. Additional or new evidence/information will not be considered by the Committee after the initial decision has been issued. The reconsideration request must be received by DAS Labor Relations within fifteen (15) calendar days from the date of receipt of the decision. If there is no timely request for reconsideration, the Committee's decision will be final and binding. A copy of the reconsideration request will be provided to the other party, who will have the opportunity to provide a written rebuttal to the reconsideration request, which must be received by DAS Labor Relations within fifteen (15) calendar days from date of receipt. The Committee will reconsider its initial decision and issue a final decision within forty-five (45) calendar days from the date of receipt by DAS Labor Relations of the reconsideration request. In the event the Committee concludes that the proposed or alternate class is more appropriate, management retains the right to modify the work assignment on a timely basis to make it consistent with the Agency's allocation.

- (c) The Committee may extend, up to thirty (30) days, the time to issue its decision to the Union through notification to the Parties. The Committee may request an additional extension of

time to issue its decision to the Union, which, if agreed to, must be stipulated in writing with copy to DAS Labor Relations and shall become part of the grievance record.

- (d) If the Committee does not agree on the appropriate classification within sixty (60) days of the appeal to DAS Labor Relations, or from the extension, then the Union may request final and binding arbitration under this clause of the Agreement by a written notice to DAS Labor Relations within the next forty-five (45) calendar day period. Except as specified in this Section, arbitration shall proceed as indicated in Article 21--Grievance and Arbitration.

Each Party may go forward with only one (1) class. Each Party may choose to take to arbitration either the current class, class appealed to, or an alternate class identified by a committee member.

The Parties will agree upon a permanent appointment of one (1) arbitrator to hear grievances arising from this Article. This arbitrator shall have special qualifications to hear these matters; however, each side retains the right to initiate a change in that assignment upon notice to the other side. The change in the assigned arbitrator shall be effective for any case not yet scheduled for arbitration.

The arbitrator shall allow the decision of the Agency to stand unless they conclude that the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities using the criteria specified in Section 1.

In the event the arbitrator finds in favor of the proposed or alternate classification, management retains the right to, on a timely basis, adjust duties consistent with its current classification.

**Section 6.** An incumbent employee who appealed a reclass decision to final decision through the Committee or through an arbitration shall not be eligible to either submit a new

reclassification review request or to be reclassified downward by management, unless a change of assigned duties has occurred since that decision or a revised classification has been adopted.

**Section 7.** An employee's classification status change from a Management Service classification to a represented classification may correctly occur through reclassification where it is found that there has been a significant change of position duties, authority, and responsibilities, and as a consequence, the class specification for the proposed classification more accurately depicts the assigned duties, authority, responsibility, and distinguishing characteristics of the position.

**Section 8. Reallocation Appeal Process for New Classes.** Employees in positions allocated to a new classification, who dispute their placement in a new classification can appeal their placement using the following process:

- (a) An appeal may be filed by an individual employee or a Steward or a Union Organizer on behalf of the employee, to the Agency Human Resource Office within thirty (30) calendar days of written notification by the Agency of placement into the new classification. Employees sharing the same or substantially similar position descriptions or employees the Agency agrees to treat as a group may file an appeal as a group. The initial filing should describe the individual or group, including the names of affected members, identify the proposed new classification placement, and the new classification placement believed to be correct by the affected employees. The appeal must include the signed position descriptions used for allocation. In the event that the old classifications are to be abolished, correct placement cannot be back to the prior classification. Using the criteria in Section 1, the Agency shall conduct a review of the allocation. This decision shall be made within thirty

(30) calendar days of receipt of the appeal and provided to the affected employees in writing and with a summary of the classification analysis.

(b) If denied, the Union may appeal the Agency's decision in writing to DAS Labor Relations within thirty (30) calendar days of receipt of the written denial. The appeals will be considered by designees of the Parties using the process set forth in Section 5(b), with the addition of two (2) resource persons, one (1) designated by each Party, to provide technical expertise within the specific series. Appeals shall be decided in order of receipt by DAS Labor Relations. Decisions shall be rendered by the designees no later than sixty (60) calendar days after receipt of the appeal by the Committee.

(c) The Committee may extend, up to thirty (30) calendar days, the time to issue its decision to the Union through notification to the Parties. The Committee may request an additional extension of time to issue its decision to the Union, which, if agreed to, must be stipulated in writing with copy to DAS Labor Relations and shall become part of the grievance record.

(d) The decisions of the designees shall be binding on the Parties. However, Agencies may elect to remove duties consistent with this Article or at any point during the process.

(e) If the appeals Committee cannot make a decision, the matter may be appealed to arbitration per Section 4(d) of this Article.

(f) The effective date for pay changes shall be the same as that negotiated for implementation of the new classification.

(g) Appeals of all filled positions will occur first. Where a position is vacated during the appeals process, the Union may continue the appeal provided no changes in duties are anticipated.

**ARTICLE 106--LABOR-MANAGEMENT COMMITTEES**

**Section 1.** To facilitate communication between the Parties, the Parties will establish an Agency level joint Labor-Management Committees at each SEIU represented Agency when requested by the Union. An Agency and the Union may mutually agree to establish joint subcommittees. The Committees shall take steps to ensure consistency with the Collective Bargaining Agreement.

The Committees shall be on a meet-and-confer basis only and shall not be construed as having the authority nor entitlement to negotiate. The Committees shall have no power to contravene any provision of the Collective Bargaining Agreement, nor to enter into any agreements binding on the Parties to this Agreement or resolve issues or disputes surrounding the implementation of the Contract. Matters which may require a Letter of Agreement shall not be implemented until a Letter of Agreement has been signed by the Labor Relations Unit and the Executive Director of the SEIU Local 503, OPEU.

No discussion or review of any matter by the committees shall forfeit or affect the time frames related to the grievance procedure. Matters that should be resolved through the grievance and arbitration procedure shall be handled pursuant to that procedure.

At the conclusion of each fiscal year, the Parties shall discuss the concept of Labor-Management Committees and whether they should be modified, continued, or discontinued.

**Section 2. Composition.** Any Agency Committee shall be composed of three (3) employee members appointed by the Union and three (3) members of management unless mutually agreed otherwise.

Staff representatives of the Labor Relations Unit and the SEIU Local 503, OPEU may render assistance to a committee in procedural and substantive issues as necessary to fulfill the objectives of this Article and may participate in such meetings.

**Section 3. Meeting Schedule.** Committees shall meet when necessary, but not more than once each calendar quarter, unless mutually agreed otherwise.

**Section 4. Pay Status.**

(a) Agency employees appointed to the Agency Committee shall be in pay status, during time spent in Committee meetings, as well as travel from their worksite to the meeting and back, unless prior authorized to initiate travel from home. Time spent outside of the employees' scheduled working hours will be unpaid. Approved time spent in meetings shall neither be charged to leave credits nor considered as overtime worked. By mutual agreement, subject to the operating needs of the Agency, employees may attend meetings in person, via telephone or videoconferencing. The Union will be responsible for all other employee expenses related to lodging and/or travel.

(b) ~~Agencies, upon request, will adjust their current scheduled time of the Agency's Statewide Labor Management Committee meeting by up to thirty (30) minutes so the Union Committee members can meet~~ **on paid time** prior to the commencement of the joint meeting **for at least thirty (30) minutes**. This language shall not preclude the Agencies from granting more than thirty (30) minutes preparation time **for these meetings or** ~~or from granting preparation time~~ for regional committees.

(c) Upon mutual agreement, the parties will identify and use available resources to provide joint training about the intent and conduct of Labor-Management Committees for the Agency's Statewide Labor-Management Committee. This training will be on paid work time if provided during the employee's regular work schedule, or if the Employer approves a work schedule change, including shift trades, without penalty payment pursuant to [Article 40-](#)

Penalty Pay. The Parties will jointly coordinate the training to jointly determine the curriculum.

- (d) Employees are expected to timely report back to their worksite following the end of the meeting and related travel time. Otherwise, employees may temporarily adjust their schedule or request time off as long as such request is made in advance and approved by their immediate supervisor or designee.

**ARTICLE 132--CRIMINAL RECORDS CHECK**

**Section 1.** Except as provided by Governor's executive order or state or federal law as implemented by Agency rule or policy, the Employer will not require a criminal records check on any current employee in their current position if the requirement was not in place when the employee was appointed to the position. Agencies will send Agency rules, policies, and subsequent changes to SEIU Headquarters. Upon notification, the Union may exercise its rights pursuant to Article 5 of this agreement as it applies to changes in Agency rule or policy implementing Governor's executive orders or state or federal laws regarding criminal records check requirements.

**Section 2. Position Descriptions and Recruitment Announcements.** If a criminal records check is required for a position, such requirement shall be included in the recruitment announcement. As a position description is revised, the requirement for a criminal records check shall be included, however this does not apply where all agency positions require a criminal records check.

**Section 3. Determination in Current Position.**

- (a) If an employee is found to be unfit for their current position based on a new criminal records check and the Agency proceeds under Article 20, the employee retains all Article 20 rights.
- (b) If a regular status employee is determined to be unfit for their current position based on a new requirement, then the employee shall be notified of the determination and upon request will be informed of the information from the criminal record used in the determination. The employee will be provided options, including layoff.

**Section 4. Promotions, Transfers, and Voluntary Demotions.** If through a promotion, transfer, or voluntary demotion process a criminal records check is required and an employee is found to



be unfit, upon request, the employee will be informed of the information from the criminal record used in the determination.

The appointment to the position will not be delayed. Fitness determinations based on information from the criminal record checks shall not be subject to the grievance/arbitration procedures.

#### **Section 5. Layoff/Recall.**

(a) Layoff. In the event of a layoff, a criminal records check will not be required as a condition of employment, for displacing an employee from another job, bumping into another job, demotion to another job, or being recalled to a position, unless specified in the position description. If required, the employee will be notified before the criminal records check commences. Once notified, the employee can waive their right to that position and may displace the lowest seniority employee in a position where no criminal record check is required, pursuant to Article 70 and the prioritization of their option(s) as previously communicated to the Agency.

If all positions in the Agency require a criminal record check, this information will be included in the notification of pending layoff given the Agency is not required to reflect the criminal record check in the position description.

(b) Recall from Layoff. If in the recall process an employee is determined to be unfit for a position, upon request the employee will be informed of the information from the criminal record used in the determination. Any appointment to the recall position will be delayed until the conclusion of the meeting.

**Section 6. Agencies will determine fitness for a position based on a standard metric developed by the Agency and shared with employees and applicants whose positions require a criminal records check.**

**Section 7 6.** Regardless of whether the fitness determination was based on an accurate or inaccurate criminal record, the employee may request a meeting to discuss the information from the criminal record used in the determination. Such discussion, if requested, shall be within five (5) working days of the notification. Upon the request of the employee, a Steward may accompany the employee during the meeting. In the event the fitness determination changes as a result of the information provided, the Agency will notify the employee in writing. If an employee is not satisfied with the results of the meeting, they may appeal the fitness determination as outlined in the Agency rule or policy. **When an employee appeals their fitness determination, the Agency will keep the employee in a paid status throughout the appeals process.**

**Section 8-7.** Fitness determinations based on information from the criminal record checks shall not be subject to the grievance/arbitration procedures, except as provided in Section 3(a).

**Section 9 8.** Information received as a result of a criminal records check shall be secured in a file separate from the employee's official personnel file. Destruction of the information received as a result of a criminal records check shall be consistent with state or federal law.

**Section 10 9.** Employees shall not be required to pay the Employer's/Agency's criminal records check fee(s) or Employer/Agency representation costs.

(See also Human Services Coalition Letters of Agreement 132.1C-18-313 & 132.1M-18-321 & 132.1M-21-417 & ODOT Coalition Letters of Agreement 132.3A-20-390 & Special Agencies Coalition Letters of Agreement 132.5E-19-373 & 132.5H-18-323 & 132.5N-17-299 in Appendix A.)

## LETTER OF AGREEMENT 27.00-23-464

Article 27--Salary Increase**Salary and Benefit Report**

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

**A representative from DAS Classification and Compensation and a representative from the Union will meet prior to the commencement of work on the Salary and Benefit report to reach a joint agreement on the methodology that will be employed.**

DAS Classification and Compensation will provide a draft Salary and Benefit report to SEIU no later than December 31 of even numbered years. SEIU will have fourteen (14) calendar days to review and comment on the draft report. DAS Classification and Compensation will provide the final report to SEIU no later than January 31.

DAS Classification and Compensation is committed to providing the Union a salary selective training and a training on understanding market.

This Letter of Agreement will sunset on June 30, 2027 ~~2025~~, unless extended by mutual agreement.

2025-2027 STATE OF OREGON and SEIU Central Table  
Union Initial Proposal  
02/27/2025

**NEW LOA**

**Wage Parity**

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

In recognition that the current practice of having employees who work in the same classification and, therefore, are doing work of a comparable character, who are paid and benefited at different levels creates an equity issue, the Employer will pay all employees working in the same classification in the same base salary range.

- By October 1, 2025, the Employer will identify all classifications that exist both within the SEIU bargaining unit and management services. This list will be shared with the Union.
- The new salary ranges will be effective July 1, 2025.
- The changes will be implemented by June 30, 2026.
- Employees whose salary range change has not been implemented June 30, 2026 will receive \$20 per day penalty payment until the salary range change has been made.
- This process will not result in a lower salary range for any bargaining unit employees.

1 Sub-Committee Proposal

2

3 The bargaining teams will form a subcommittee that will meet to discuss updates that could be  
4 made to the official grievance form and Request for Information form in order to make it more  
5 conducive to the filing of grievances electronically.