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2025-2027 STATE OF OREGON and SEIU Specials Coalition

Union Counter Proposal

July 1, 2025

LETTER OF AGREEMENT 132.5H-18-323 Article 132.5H--Criminal Records Check

Criminal Background Checks (DOJ)

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

Based on requirements under IRS Publication 1075, the tax information guidelines for Federal, State and local agencies, current and future DOJ employees who access Federal Tax Information (FTI) will need to be fingerprinted every five (5) years. Therefore, the Parties agree to the following:

~~If a regular status employee has an incident recorded on their criminal record and is determined to be fit for their DOJ position as a result of the Agency's review, the Attorney General or designee will issue a Letter of Determination to the employee within fourteen (14) calendar days of the determination. The letter shall contain the following:~~

~~1. The incident reviewed~~

~~2. The date reviewed~~

~~3. The name of the reviewer~~

~~4. The criteria used to reach the determination~~

~~This letter is not a permanent declaration of fitness and does not have binding effect on future fitness determinations. Each time the Department conducts a criminal background check, it will follow the laws and rules in effect at the time of the fitness determination. As laws and circumstances change, so may the outcome of the future fitness determinations. The Department will not retain this document after ninety (90) days.~~

~~When an employee has had a previous criminal background check performed and the employee was determined fit for employment, the Employer shall not use any incident(s) found in the previous report in a subsequent review to determine that the employee is not fit for employment unless there has been a legal change to the standards.~~

~~Upon final signature of the LOA, DOJ will initiate fingerprinting on all employees who access Federal Tax Information.~~ In the event a current DOJ employee does not pass the criminal background check, the following will apply:

1. If a regular status employee is determined to be unfit for their current position based on a criminal records check, the employee will be notified of the determination. DOJ will provide the name of the reporting Agency used in the determination of the employee.
2. DOJ will attempt to find a vacant position with the same salary range for the employee, dependent on the ability to meet the minimum qualifications for the position's classification and the ability to capably perform the specific requirements of the position within a reasonable period of time. A reasonable period of time is defined as approximately thirty (30) calendar days.
3. If DOJ is unable to provide the employee with a vacant position in the same salary range, DOJ will continue to seek alternate vacant positions within the Agency at the next lower salary range, dependent on the ability of the employee to meet the minimum qualifications for the position's classification and the ability to capably perform the specific requirements of the position within a reasonable period of time. A reasonable period of time is defined as approximately thirty (30) calendar days.
4. Employees who demote shall be placed on the applicable salary step in accordance with Article 29, Section 4.
5. DOJ will first (1st) attempt to find vacancies in the employee's current geographic location.
6. If DOJ is unable to find a suitable, vacant position at the same or lower salary range through the process listed above, DOJ will lay off the affected employee.
7. Employees who demote to lower-level classifications, or those who are unable to secure a vacant position and are laid off, will be placed on the agency layoff list and the secondary recall list in the classification they demoted from for a period of three (3) years.
8. This Agreement is intended to provide an exception to Article 132—Criminal Records Check and shall apply to this specific situation only.

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56 This Letter of Agreement ~~will become effective upon date of final signature (September~~
57 ~~04, 2018) and is effective through the life of the CBA.~~ **June 30, 2027.**