Via Email Only

August 14, 2026

Janet Gilman, State Conciliator, State of Oregon Employment Relations Board
528 Cottage Street NE, Ste 400
Salem OR 97301-3807

Brian Caufield, Oregon Public Universities
1600 SW Western Blvd., Ste 250
Corvallis, OR 97333

RE: Union's Final Offer and Cost Summary

Pursuant to ORS 243.712(2)(b) and OAR 115-040-0000(1)(d), SEIU Local 503,OPEU, hereby submits its Final Offer to the State of Oregon in relation to the parties' negotiations for a successor to the 2021-2026 Collective Bargaining Agreement.

Thank you,

Lesley Adams
Lead Negotiator
SEIU Local 503, OPEU

FINAL OFFER

All tentative agreements previously reached between the SEIU Local 503, OPEU and the Oregon Public Universities are included in the Union's final offer.

Articles and Letters of Agreement with Union position as current contract language:

Article 13-Contracting Out: CCL
Article 18-Grievance: CCL
Article 22-Salary Administration: CCL
Article 24-Insurance: CCL
Article 61-IT Comp Plan: CCL
LOA-Reduced Meal Plan at UO and OSU: CCL

SEIU Local 503, OPEU proposes that the parties maintain current contract language with the following modifications:

ARTICLE 4: TERM

Section 1. This Agreement shall become effective the first day of the first month following ratification by the Parties and expires June 30, 2028~~6~~, except where specifically stated otherwise in this Agreement.

Section 2. Either party may give written notice during the period of October 15-November 15, 2027~~5~~ of its desire to negotiate a successor Agreement. Such negotiations shall commence with an exchange of written proposals by the parties no later than February 1, 2028~~6~~.

~~**Section 3.** Notwithstanding Sections 1 and 2, above, either party may elect to reopen this Agreement by written notice to the other Party between August 1 and 31, 2023 for the purpose of negotiating Article 21: Salary and, up to seven (7) additional articles, attendant letters of agreement, or letters of agreement to be selected by each party, and any others mutually agreed upon. Articles 22, 24, and the Letter of Agreement on Article 21 shall not be reopened by either Party during the reopener. Neither party may propose selective salary increases for more than five (5) classifications during the reopener, except by mutual agreement.~~

~~For the purpose of the 90-day bargaining timeline, October 1, 2023 shall be considered the beginning of negotiations. All initial proposals shall be exchanged no later than November 1, 2023. The reopener will be subject to the same rules and bargaining processes pertaining to full contract successor negotiations in Article 14: Negotiation Procedures. The parties agree to a 90-day rather than a 150-day bargaining timeline. At the initiation of either party on or after January 1, 2024, there will be a joint request for mediation. Article 8: No Strike/No Lockout shall not apply after exhaustion of the applicable dispute resolution procedures pursuant to ORS 243.712 - ORS 243.726.~~

Section 3~~4~~. This Agreement shall not be opened during the term of the Agreement except by mutual agreement of the parties, by proper use of Article 7 - Separability, or as provided in Section 2~~ or 3~~, above or as otherwise specified in this Agreement.

ARTICLE 10: UNION RIGHTS

Section 1. ***Current Contract Language.***

Section 2(A). Union Organizer or Staff Representative Visitations. By no later than January 15 of each year, the Union shall provide each University chief human resource officer or designee with the name and email address of the Union organizer or staff representative assigned to the University and shall provide notification of any changes in assignments ~~within five (5) work days of the change~~. An individual will not be recognized as an organizer or staff representative, unless such written notice has been provided by the Union to the university's chief human resource officer.

(B). Union Organizers or staff representatives, with approval from a responsible manager, shall be allowed reasonable contact with bargaining unit members on university facilities. The purpose of these visits will be to meet with Union Stewards, with employees or management regarding any actions or procedures under this Agreement, including but not limited to, employee grievances per Article 18 - Grievance and Arbitration Procedure. The Union Organizer or staff representative will have the right to contact any represented employee in the workplace, as long as it does not interfere with the normal flow of work (e.g., lunch hour, break, before and after work shifts). Wherever represented employees work in a locked building, Union staff will be accompanied by a represented university employee in paid release time.

Section 3. Building Use. University facilities may be used for Union activities according to current building use policies, so long as the facility is available and proper scheduling has been arranged. During its use of any University facility, the Union agrees to adhere to all policies regulating such use.

Section 4. Bulletin Boards.
The university shall allow the use of reasonable bulletin board space in a visible and accessible location for communicating with employees. Union material shall not be displayed in the work area except in the designated bulletin board space.

Section 5(A). Electronic Mail – Access and Usage. ***Current Contract Language.***

(B). ***Current Contract Language.***

Section 6(A). Union Steward Representation. Current Contract Language.

(B) List of Union Representatives. Current Contract Language.

(C) The function of the steward is to represent employees, when requested by them, in grievance procedures outlined in Article 18 - Grievance and Arbitration Procedure, and in investigatory meetings that an employee reasonably believes could result in disciplinary action or other disciplinary meetings as described in Article 17 - Discipline and Discharge, Section 5. A steward may participate in additional matters when, at the discretion of the university chief human resource officer, such participation is deemed to be mutually beneficial.

(D) ***Current Contract Language.***

(E) The employees at each university shall be allowed not more than the following:

PSU	Twelve (12) Stewards in Portland~~; one (1) at Salem Center so long as eight (8) or more bargaining unit employees are assigned to the Salem Center.~~
UO	Twenty (20) Stewards
OSU	Twenty-five (25) Stewards
WOU	Six (6) Stewards
EOU	Four (4) Stewards
SOU	Five (5) Stewards
OIT	Four (4) Stewards

Additionally, any university that has a satellite location with bargaining unit employees may have an additional one (1) steward at that location.

To the extent practicable, each Steward will be selected from and represent equal numbers of employees who have a high degree of compatibility with respect to geographic area, classification or other employment interests.

Section 7. **Protected Union Activities.** The Employer agrees that there shall be no reprisal, coercion, intimidation or discrimination against any represented employee for protected

Union activities. It is recognized that only certain protected activities are permitted during work hours.

Section 8(A). New Employee Notification~~s~~. The Employer will include the following statement in either an offer letter sent to a prospective new employee or with the information sent to the new employee upon hire: "Your classification is represented by a union, SEIU Local 503 (SEIU) and covered by a collective bargaining agreement (CBA). Information about SEIU, including a membership application and the CBA will be available at a 30-minute Union orientation within the first 30 days of hire. Your supervisor will work with you to schedule your attendance." ~~may be obtained by viewing this page: More information about SEIU and the benefits of union membership will be provided to you at your SEIU new employee orientation. An orientation schedule can be found in the aforementioned link, and should you choose to attend, your supervisor will work with your schedule to permit your attendance.~~

(B). New Employee Orientation. ~~If the Employer conducts an in-person, fully remote, and/or hybrid new employee orientation for newly hired bargaining unit employees, it shall notify the Union, with reasonable notice, of the place and time of the new employee orientation. A representative of the Local Union shall be given thirty (30) minutes during that orientation to meet with the newly hired bargaining unit employees to make a presentation on behalf of the Union for the purpose of identifying the organization s representation status, organizational benefits, facilities, and related information and distributing and collecting membership applications. This time is not to be used for discussion of labor/management disputes. If the Union representative is an employee of the university, the employee shall be given time off with pay for the time required to make the presentation. If no new employee orientation is scheduled within the first thirty (30) days of employment for a newly hired bargaining unit employee, a representative of the Local Union shall be allowed, upon request, a thirty (30) minute meeting with the newly hired employee to make the above presentation.~~

Within the University onboarding/orientation process, the Union shall conduct a thirty (30) minute Union orientation for all newly hired bargaining unit employees to discuss any matters related to the Union, including representation, membership, benefits, and collective bargaining.

The Union orientation shall occur within thirty (30) calendar days of the employee's hire date and shall be incorporated into the University onboarding/orientation process.

The University shall provide the Union reasonable advance notice of the time, format (in-person, remote, or hybrid), and location of all University new employee onboarding/orientation.

If the Union presenter is an employee of the University, the employee shall be provided release time with pay to conduct the orientation.

Section 9(A). Union Stewards Release Time ~~Off~~. Union Stewards will be granted mutually agreed upon release time ~~off~~ during regularly scheduled working hours to investigate and process grievances and other work-related complaints under this Agreement, and to represent employees in investigatory interviews or disciplinary meetings as described in Article 17 - Discipline and Discharge, Section 5 upon notice to their immediate supervisor. If the permitted activities would interfere with the work the Steward or employee is expected to perform, the immediate supervisor shall, within the next work day, arrange a mutually satisfactory time for the requested activity.

(B) ***Current Contract Language.***

(C) ***Current Contract Language.***

(D) If the steward and the employee they are representing are not assigned to the same reporting station, travel time is not university paid time unless a lead investigator or appointing authority is attending the meeting in person with the employee. In these circumstances the Union Steward who is located closest to the employee's worksite shall represent the employee on-site unless a different Union Steward is mutually agreed to with management.

Section 10. Release Time to Attend Meetings.

(A) Higher Education Coordinating Commission ("HECC"). When the college/university staff member of the Higher Education Coordinating Commission is not affiliated with SEIU, one employee designated by the Union will be released with pay to attend ~~virtually~~ a full commission meeting~~, providing the Union notifies the University's chief human resource officer at least one (1) week in advance of the full commission meeting. The designated employee shall work at the university where the full commission meeting is scheduled when those meetings occur at a university campus, or from a University in the Willamette Valley area.~~

(B) Board of Trustees ("BOT"). At each University, one employee designated by the Union will be released with pay to attend ~~virtually the~~ meetings of the Board of Trustees (("BOT") of the University as an observer. The Union must notify the University's chief human resource officer at least one (1) week in advance of the BOT's meeting. ~~The designated~~

~~employee shall work at the University's location nearest the BOT meeting location. If an SEIU-represented employee is a BOT member, this paragraph (B) will not apply.~~

Section 11. ***Current Contract Language, except to insert the following heading:*** **General Council, Steward Conference, Statewide Union Office**.

Section 12. ***Current Contract Language, except to insert the following heading:*** **Bargaining Unit Reports.**

Section 13(A)-(F): ***Current Contract Language.***

(G) Within ten (10) calendar days from the date of hire for newly hired bargaining unit employees, and every thirty (30) calendar days for employees in the bargaining unit who are not newly hired, the ~~Payroll Center~~ university shall provide an electronic file on any agreed form of media or means of data transmission, all SEIU Local 503, OPEU represented employees and all SEIU Local 503, OPEU members of that university. Such report will ~~which~~ contain the following information, if available, in its most updated form:

Employee's Identification Number	Monthly Base Pay
Employee name	Current Hire Date
Home Address	Adjusted Service Date
Home City	Employee Status Description
Home State	FTE
Home Zip Code	Job Location
Work Phone	Work County
Home Phone	Job Location Description
Work E-mail ~~(if available)~~	Birth Date
University Position number	Gender
Position Class	Race/Ethnicity
Position Description	Employee Class
Annual Salary Indicator	Supervisor's Name and Contact Information*
Appointment Basis	(*for newly hired employees only)

Remainder: ***Current Contract Language.***

ARTICLE 15: PARKING

Section 1. Rate change notification.

The Employer agrees to advise the Union of any proposed change in parking rates at its owned or operated facilities as soon as the Employer has knowledge of an impending change.

Section 2. Parking Discount.

Employees who choose to purchase a parking permit and qualify for the health insurance subsidy in Article 24, Section 2(A) shall receive a discount of twenty-five percent (25%) off a parking permit on the employee's campus.

Section 3. Parking Lot Closures (UO and OSU).

If an employee purchases a parking permit for a parking lot that closes for any reason, the employee may park in any alternative parking lot without penalty.

ARTICLE 21: WAGES

Section 1(A). Salary Increase. Effective ~~April~~ July 1, 2026~~4~~, salary rates shall be increased by ~~6.50 %.~~ the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), but no less than three percent (3%). CPI-W will be calculated as the average between May 2025 and May 2026.

~~A one-time payment of one thousand and five hundred ($1,500.00) dollars shall be paid as wages to all employees, pro-rated by FTE, with their April 2024 pay.~~

Effective ~~November~~ July 1, 2027~~4~~, salary rates shall be increased by ~~2.00 %~~ the CPI-W, but no less than three percent (3%). ~~Effective June 1, 2025, salary rates shall be increased by 3.50%.~~ CPI-W will be calculated as the average between May 2026 and May 2027.

~~Effective November 1, 2025, salary rates shall be increased by 3.00%.~~

(B) Longevity Premium. All employees who have served at least five (5) years at their University and who have been at the top of their salary range for at least twelve (12) months after their last salary eligibility date shall receive a longevity premium in the amount of 2.50% added to their base salary. Employees will receive an additional one-half percent (0.5%) for every five (5) additional years of service.

Section 2: ***Current Contract Language.***

Section 3: ***Current Contract Language except (D):***

(D) At any time during the term of this Agreement, the Universities or the Union may propose granting a selective salary grade increase to a classification ~~not listed in subsection (D), above~~, provided that written notice of the classification(s), new salary range, statements about the underlying reason(s) for the proposed increase(s) in terms of operational needs and the regional labor market characteristics, and the effective date (which shall not be retroactive) is sent to the other party's chief spokesperson. The party receiving the notice shall have fourteen (14) calendar days from receipt to demand to bargain over the proposed new salary range. Failure to demand to bargain shall be deemed a waiver of the right to bargain and the employees in the classifications identified in the notice shall be placed in the new salary range on the proposed effective date in the manner outlined in subsections (A), (B), and (C), above.

Section 4: ***Current Contract Language.***

Section 5: ***Current Contract Language.***

ARTICLE 31: TRIAL SERVICE

Section 1. through 5. ***Current Contract Language.***

Section 6. Unless charges are filed and the employee is discharged as provided in Article 17-Discipline and Discharge, an employee who is removed from trial service following a promotion shall be entitled to rights under the layoff procedure under Article 44 – Layoff starting from the prior classification within the new university and/or geographic area.

Employees in initial trial service with the university shall have no right to appeal removals from service under Article 17 – Disciplinary Procedures. Employees in trial service as a result of promotion who are returned to their former classification shall have no right of appeal for such removal under Article 17 – Disciplinary Procedures.

Section 7. ***Current Contract Language.***

ARTICLE 44: LAYOFF

Section 1. ***Current Contract Language.***

Section 2. ***Current Contract Language.***

Section 3. The layoff procedure shall occur in the following manner:

(A) The university shall determine the specific positions to be vacated and employees in those positions shall be notified of layoff**,** as specified in Section 1 of this Article. The university shall notify in writing any employees scheduled for layoff of the employee's seniority and contractual layoff rights. The notice to the employee will be either hand-delivered or sent by registered mail. The university shall confidentially notify the Local Union President and Chief Steward by email of the seniority of all employees scheduled for layoff and all employees potentially subject to displacement under this Section in that geographic area. This notice shall be delivered by hand or email and shall not be shared with any employee.

An employee subject to layoff must be notified of the pending layoff in writing by either hand-delivering, emailing, or mailing the notice by certified mail to the employee's address on file. Upon receipt of the notice, the employee has eight (8) ~~five (5)~~ work days to notify the university's Human Resources office, in writing, of their intention to exercise their layoff rights under this Article, including whether the employee chooses to : 1) move through the entire layoff process below or 2) move directly to layoff and placement on the recall list (Section 3(E)(3)) without using the entire layoff process below. The timeline will be included in the official notice to the employee. If Human Resources is not available to meet with the individual within that eight (8) day period, the time will be extended until such time that a meeting can occur. If the university's Human Resources office does not receive the employee's choice within the eight (8) ~~five (5)~~ work days, the employee will be given official notice that the employee is deemed to have elected to be laid off and placed on the recall list in accordance with Section 10(A) of this Article.

At any step during the process, the employee may elect to be laid off in lieu of being placed in a position by notifying the Human Resource office in writing of this decision within ~~five~~ eight (8~~5~~) work days of being advised of the placement decision.

(B) Temporary employees and employees of any temporary agencies performing work in the classification and administrative unit in which a layoff occurs shall be terminated prior to the layoff of trial service or regular employees. An employee in initial trial service is ineligible for any layoff rights under this Article. “Administrative Unit” is defined as the unit reporting to the lowest level Director or Department Head or equivalent level manager (for example: Registrar or Comptroller), Dean, Vice President, Assistant/Associate Vice President, Assistant/Associate or Vice Provost, Provost or President where a layoff occurs.

(C) For purposes of this Article, an employee’s geographic area is defined as the employee’s work location which shall be one of the following locations:

OSU: Radius of fifteen (15) miles from an employee’s work station
PSU: 1.) Portland tri-county area; 2.) Salem
UO: 1.) Oregon Institute of Marine Biology, Charleston; 2.) Pine Mountain Observatory (near Bend); 3.) Portland (tri-county) area; 4.) balance of university.

EOU: 1.) La Grande; 2.) Portland; 3) Ontario; 4.) Pendleton; 5.) Bend; 6.) Gresham; 7.) Coos Bay; 8.) Roseburg

WOU: University-wide

SOU: 1.) Medford; 2.) balance of university.

OIT: 1.) Klamath Falls; 2.) Portland (tri-county) area; 3.) Salem; 4.) Seattle, WA

(D) Employees shall have layoff rights within a geographical area and within the following separate employment categories:

(1) Regular full time positions;
(2) Regular part-time positions, benefits eligible;
(3) Regular part-time positions, non-benefits eligible;
(4) Seasonal full and part-time positions; or
(5) Full time academic year positions;
(6) Part-time academic year positions, benefits eligible;
(7) Part-time academic year positions, non-benefits eligible;
(8) Intermittent Employees.

(E) The university shall place an employee notified of a pending layoff in the order outlined below, unless the employee notifies Human Resources that they choose to move directly to layoff without using the process.

In each instance below, except as otherwise noted, the employee must be position qualified and placed in the employee's same geographic area and same employment category as defined in this Article. Upon employee's request, other geographic areas within the university will be made available to the employee.

(1) Vacant Positions

(a) The employee shall be moved into a vacant position that the university intends to fill in the employee's same classification.

(b) If no positions are accessible under subsection (a), above, the employee shall be moved into a vacant position that the university intends to fill in the same salary range but a different classification.

(c) If no positions are accessible under subsection (b), above, the employee shall be moved into a vacant position that the university intends to fill in a lower salary range. In applying this step of the process, the Employer will place the employee in a salary range as close to the employee's current salary range as possible but no more than a five (5) salary range difference unless mutually agreed upon. Also, if there is more than one such vacant position, the Employer shall reasonably consider employee preferences in placing the employee. Employees who demote under this subsection shall be placed on any geographic area layoff recall list of the employee's choice within the University for the classification from which the employee demoted.

If no positions are accessible under (a), (b) or (c), above, the employee shall move to the next step in the layoff process. If the employee refuses to accept a position pursuant to (a), (b) or (c) above, the employee shall be deemed laid off and placed on any geographic area layoff recall list of the employee's choice within the university for the same classification and same employment category from which the employee was laid off.

(2) Bumping Process

(a) If no positions are accessible under Section 3(E)(1), the employee shall displace the employee in the university with the lowest seniority in the same classification.

(b) If no positions are accessible under subsection (a), above, the employee shall displace the employee in the university with the lowest seniority in any classification with the same salary range in which the employee previously held regular status, including any predecessor classification.

(c) If no positions are accessible under subsection (b), above, the employee shall demote to the position held by the employee with the lowest seniority in any classification, thereby displacing the employee holding such position. In applying this step of the process, the Employer will place the employee in a salary range as close to the employee's current salary range as possible. An employee who demotes shall be placed on any geographic area layoff recall list of the employee's choice within the university for the classification and employment category from which the employee demoted.

If no positions are accessible under (a), (b), or (c), above, or the employee refuses to accept a position offered pursuant to Sections 3(E)(1) or (2), above, the employee shall be deemed laid off and placed on any geographic area layoff recall list of the employee's choice within the university for the same classification and same employment category from which the employee was laid off.

(3) Layoff

An employee who elects to be laid off, or who has moved through the process, above, shall be placed on any geographic area layoff recall list of the employee's choice within the university for the same classification and same employment category from which the employee was laid off.

(4) The steps provided by Section 3(E) above shall apply to regular status employees displacing limited duration employees only when the limited duration positions are expected to continue for at least ninety (90) days beyond the time of layoff.

(5) Under Section 3(E), an employee shall only be eligible to displace another employee with lower seniority.

(F) To be position-qualified under Section 3(E), the employee must meet the minimum qualifications for the position's classification and must be capable of performing the specific requirements of the position within a reasonable period of time. The employee will be given the opportunity to supply an updated resume after reviewing the position requirements. A reasonable period of time is defined by the cycle of the position as determined by Human Resources. The employee has the opportunity to be trained in the first cycle and show competence through the second cycle. If no cycle can be defined for the position, the employee must exhibit competency within sixty (60) days.~~as approximately two (2) weeks.~~

If an employee meets the minimum qualifications but is not capable of performing the specific requirements of the lowest seniority position prior to placement under Section

3(E)(2), subsection (a), (b), or (c), the employee may displace or demote to the next lowest seniority position in the classification, provided that the incumbent in the next lowest position has a lower seniority than the employee displacing or demoting.

(G) Individuals filling a job-sharing position at the time of calculation of seniority shall be considered as two (2) distinct part-time employees.

(H) If an employee is under-filling a position, the employee will be considered to be in the lower-level position classification for the purposes of this Article.

(I) Any employee displaced by another employee under Section 3 (E) shall also be subject to the provisions under Section 3.

(J) An employee who has been disciplined by denial of a merit salary increase, reduction in pay, demotion, or suspension within the previous twelve (12) months and whose discipline is not currently under appeal through the Grievance and Arbitration Procedure shall not be eligible to displace another employee under Paragraph E(2) of this Section. However, this Paragraph shall not be used to circumvent an ~~employees~~employee's rights or proper disciplinary procedures as provided in Article 17 - Discipline and Discharge; nor shall it be used in selecting positions to be vacated under Section 3(A) of this Article.

(K) When an employee is displaced in accordance with Section 3(E) of this Article, upon request of the Employer, the chief steward or designated steward will work with Human Resources in explaining the displacement process under this Article to the displaced employee and other bargaining unit members in the receiving unit.

Section 4. For purposes of this Article, the term university does not include employees represented by other unions. There will be no cross-bumping between unions.

Section 5. Seniority Frozen. When a university intends to initiate a layoff, the university will notify the Union in writing that all seniority will be frozen from the date of notice for a period not to exceed three (3) months. However, during the period when seniority is frozen, the employee will continue to accumulate seniority for purposes of future computations. The three (3) month freeze may be extended by mutual written agreement of the Union and the university.

Section 6. Any initial trial service employee who is laid off under this Article shall not be placed on the university layoff recall list, but shall be restored to the applicant pool from which the employee was hired if the applicant pool is still active.

Restoration to the applicant pool shall be for the remaining period of eligibility that existed at the time of appointment from the applicant pool. Any employee on promotional trial service who is notified of layoff shall have layoff rights under this Article in the classification in which the employee last held regular status.

Section 7. Regular status seasonal employees laid off prior to the end of the season shall be placed in order of seniority on the university layoff list for seasonal reappointment and shall be limited so as to encompass only those seasonal employees in a classification who are employed at that specific geographical location and the university where the reduction occurs. The eligibility for such seasonal employees shall be canceled at the end of each season. At the completion of a season, all seasonal employees shall be terminated without regard to seniority. Regular status seasonal employees terminated at the end of the season shall be placed on the university layoff list in order of seniority and shall be recalled by geographical area the following season in order of seniority to the extent that work is available to be performed.

Section 8. Any employee demoted in lieu of layoff may request at that time and shall be paid for all accrued compensatory time at the rate being earned prior to demotion in lieu of layoff.

Section 9. Preferential Consideration. Any employee notified of layoff may apply at any Oregon public university and will be guaranteed an interview if they meet minimum qualifications.

Section 10~~9~~(A). University Layoff Recall Lists. Names of regular employees of the university who have separated from the service of the University in good standing by layoff or who have demoted in lieu of layoff shall be:

(1) placed on layoff recall lists for recall within the same employment category defined in Section 3(D) as that from which laid off in seniority order established by the same classification from which the employee was laid off or demoted in lieu of layoff and by the same geographical area; and

(2) placed in seniority order, upon employee written request within thirty calendar (30) days of the effective date of the layoff or placement, on the layoff recall list for:

(a) Any classifications (or the successor classification) that the employee held within the previous three (3) years and had successfully completed trial service while employed by one of the Universities.

(b) If the employee is in a classification that is part of a series at the time of layoff, then any lower classification within that classification series.

(3) Employees on layoff recall lists referenced in Section 9 (A) of this Article may remain on layoff recall lists for a period not to exceed:

(a) Two (2) years from the date of layoff if the employee has been demoted in lieu of layoff and is still employed at the university.

(b) One (1) year from the date of layoff if the employee has lost employment at the University as a result of layoff.

10~~9~~(B). The employee shall designate in writing the geographic area layoff recall list(s), within the employee's University, on which the employee wishes to be placed.

The Employer shall provide to the Union upon request any classification layoff recall lists with the names, date of separation/demotion and service credits of anyone currently on the list.

10~~9~~(C). Layoff recall lists provided for in this Section shall be used in filling vacancies under Article 29 - Filling of Vacancies, Section 2.

Section 11~~0~~(A). Recall. Employees who are on a university layoff recall list shall be recalled by geographic area and employment category defined in Section 3 (D) of this Article in seniority order beginning with the employee with the greatest seniority. To be offered a position upon recall from layoff, an employee must be position-qualified under Section 3(F) of this Article.

(B) If an employee is certified as position-qualified from any layoff recall list and is offered a position, the employee shall have one (1) right of refusal to be submitted in writing. Upon a second refusal, however, the employee's name will be removed from the layoff recall list in all geographic areas. Failure to respond in writing to the university's Human Resources office within ~~five~~ eight(8~~5~~) work days shall be deemed a refusal.

(C) An employee appointed to a position from a layoff recall list shall be removed from all other layoff recall lists. An employee on a layoff recall list who applied and is appointed to a higher classification in accordance with Article 29 - Filling of Vacancies, and is removed during the trial service period in accordance with Article 31 - Trial Service, shall be returned to the university layoff recall list for the remaining period of eligibility that existed at the time of appointment.

(D) If a temporary appointment is necessary in any geographic area and is expected to last longer than forty-five (45) calendar days and there is a layoff recall list for that classification in the geographic area, employees on the layoff recall list shall first be offered the temporary appointment prior to hiring any other temporary. Not accepting a temporary job appointment does not constitute a right of refusal under this Section. This shall only apply to employees separated from University service. Such employees shall be appointed as a temporary employee, at a salary to be determined by the Employer, and will not be eligible for any benefits covered under this Agreement unless the employee meets the definition of a represented temporary employee under Article 2, Section 1(A).

Section 12~~1~~. When the university declares that a lack of funds will necessitate a layoff, the Union and University chief human resource officer shall meet, if requested by either party, to consider such alternatives to layoffs as: voluntary reductions in hours; voluntary paid leaves of absence; other voluntary programs and/or temporary interruptions of employment. Such alternatives shall be subject to mutual agreement by the Union and the university. Pending such mutual agreement, the university may implement layoff procedures consistent with the Collective Bargaining Agreement.

Section 13~~2~~. If a filled bargaining unit position is excluded from the bargaining unit in accordance with Article 2 - Recognition, Section 2, the employee may exercise their rights under this Article, providing the employee notifies the Employer within thirty (30) calendar days of being notified of the exclusion.

Section 14: Job Security, Reinstatement and Just Cause Protections

An employee who is absent from work due to detention, arrest, or incarceration and who is subsequently released without conviction, has charges dismissed, is acquitted, or otherwise establishes that the absence was not caused by misconduct warranting discipline under this Agreement, shall be restored to their former position with full seniority, wage-step placement, and contractual benefits. If the position no longer exists, then the employee shall be placed in a substantially equivalent bargaining-unit position with equivalent pay, benefits, and seniority. No employee shall be discharged or disciplined solely because of an absence resulting from such detention, arrest, or incarceration, except for just cause independently established under this Agreement.

ARTICLE 48: RECLASSIFICATION UPWARD/RECLASSIFICATION DOWNWARD

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 holistic assessment of assigned duties of the position description and other relevant evidence of duties assigned by the university;

(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 university.

Section 2. Reclassification Upward. ~~**2**~~

(A). ~~**Reclassification Upward.**~~ Reclassification upward is a change in classification of a position by raising it to a higher classification. Except ~~within nine (9) months of~~ when a misallocation occurs, a reclassification must be based on a finding that the duties, authority and/or responsibilities of a position have been enlarged, diminished or altered, but the knowledge, skills and abilities required are still essentially similar to those previously required.

(B) Employees may request reclassification by submitting their draft position description, ~~form and~~ written explanation aligning it with OUS classification specifications, ~~with~~ and all relevant evidence for the proposed reclassification to the university's Human Resources office. ~~The university shall review t~~The merits of the request shall be reviewed based on the ~~final~~ position description provided and all supporting documentation. ~~that has been updated and approved by the supervisor and chief human resource officer or designee, .~~ Within sixty (60) calendar days after the receipt of the reclassification request, the university shall notify the employee of its decision, unless otherwise mutually agreed in writing**,** and shall provide the employee with a copy of the final updated position description. The employee shall be entitled during the sixty (60) day review period to present further arguments in support of the request. An in-depth interview with the employee will be conducted within the first 30 days of the review period. Should the duties of the position support the proposed reclassification, the university shall make a determination whether to reclassify or remove the duties in a timely manner.

(C) If a reclassification request is approved or upheld, the effective date shall be the first of the month following the month in which the university received the reclassification request. The employee will receive a lump sum payment for the difference between the current salary rate, including work-out-of-class pay (as defined in Art 20 Section 6A), if any, and the proposed salary rate, for the time period beginning the first of the month following the month in which the university received the reclassification request to the date of actual implementation.

(D) If a reclassification request is approved or upheld, the rate of pay upon upward reclassification shall be the first step of the new salary range or one step, whichever is greater. In either case, a new salary review date will be established twelve (12) months thereafter. Should a reclassification upward result in overpayment of pay from the effective date of the reclassification to the day of actual implementation, the employee shall be held harmless and not be required to reimburse the ~~Employer~~ University for the overpayment.

(E) If a reclassification request is approved or upheld, but the duties are removed pursuant to Section 2, the employee will receive a lump sum payment for the difference between the current salary rate, including work-out-of-class pay (as defined in Art 20 Section 6A), if any, and the proposed salary rate, for the time period beginning the first of the month following the month in which the reclassification request was received by the university to the date the duties were removed. Should a lump sum payment result in overpayment from the effective date of the reclassification to the day of actual implementation, the employee shall be held harmless and not be required to reimburse the University for the overpayment.

Section 3~~(A)~~. Reclassification Downward.
(A) Reclassification downward is a change in the classification of a position by reducing it to a lower classification.

(B) The university shall, sixty (60) calendar days in advance of a reclassification downward of any position, notify the employee in writing of the action and the specific reasons.

(C) If an employee is reclassified downward and the employee's rate of pay is above the maximum of the new classification, the employee's 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.

(D) 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.

(E) 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 (1) full step within the new salary range plus that amount that the employee's 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.

(F) 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 44 - Layoff of this Agreement for reemployment to the classification from which they were reclassified downward.

Section 4~~(A)~~. Appeals. Filing.

(A) Reclassification Upward. A decision of the university to deny a reclassification upward request may be appealed in writing by the Union under the procedure described in Article 18 - Grievance and Arbitration Procedure, Section 5 beginning with Step 3. Such appeal shall include the final updated position description form signed by the chief human resource officer or designee as referred to in Section 2(B) of this Article and the written explanation previously submitted by the employee to the university's chief human resource officer or designee, as well as all relevant evidence of duties relied upon by the employee/Union at the university level. No new evidence will be presented by the employee/Union in this appeal process, unless it is a direct rebuttal to a denial.

Reclassification Downward. Within thirty (30) calendar days from the date the employee receives notice that the university will reclassify the employee's position downward, the employee may grieve this action under the procedure described in Article 18, Section 5 beginning with Step 2, by providing written explanation and all relevant evidence demonstrating why the reclass is in conflict with Section 1 of this Article. If the grievance is appealed to Step 3, such appeal shall include the written explanation and evidence previously submitted to the university's chief human resource officer or designee. No new evidence will be presented by the employee/Union in this appeal process, unless it is a direct rebuttal to the decision~~.~~

(B) Arbitration. A decision by the University to deny a reclassification request or to deny a grievance regarding a downward reclassification may be submitted by the Union to final and binding arbitration in accordance with Article 18 - Grievance and Arbitration Procedure, Section 5, Step 4 of this Agreement. The arbitrator shall allow the decision of the university to stand unless the arbitrator concludes that the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities using the criteria specified in Section 1 of this Article.

Section 5. An incumbent employee who appealed a reclassification decision to final decision 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 the employee believes the duties more accurately apply to a different classification.

Section 6. Misallocation. A misallocation occurs when: (1) a position is improperly allocated at the time it is created or, (2) an employee is ~~placed~~ in a position in which the duties and responsibilities do not accurately reflect the assigned classification.

ARTICLE 58: INCLEMENT WEATHER OR HAZARDOUS CONDITIONS

Section 1. Notification. The university's designated official shall notify employees prior to the beginning of their work shifts, not to report to work on campus because of a closure of campus or delayed start due to inclement weather or hazardous conditions. When announcing the closure or delayed start, Universities with multiple locations will specify which location is closed or delayed or follow their policies for announcing the closure or delayed start. In such cases, the university's designated official will use announcements on the University website, and on a recorded message line, at minimum, as well as using any other information systems it chooses, to make reasonable efforts to notify employees of the closure or delayed start by no later than 6:30 a.m. The university's designated official shall notify employees by October 1 of each year of the methods to be used in making such announcements.

It will be the responsibility of the employee to monitor the methods used to ensure the employee does not report to work on campus in a situation where there has been a closure of campus, or report early or late during a delayed start, due to inclement weather or hazardous conditions.

Section 2. Pay During Closures or Delays.

(A) **On Campus Employees.** When the university's designated official provides the proper notice specified in Section 1:

(i) an employee who is scheduled to work on campus shall be required to follow subsection (D~~C~~), below.

(ii) if the employee scheduled to work on campus reports to work on campus during a closure or reports before the indicated delayed start time, they will not be paid for reporting under Article 50, Section 14(C).

If, after the employee has reported to work on campus for the employee's scheduled shift, the university's designated official closes campus and the employee is released from work because of inclement weather or hazardous conditions the employee shall be paid for the remainder of the employee's work shift.

(B) **Telecommuting or Remote Work Employees.** During a closure or delayed start announced under Section 1, employees approved to telecommute under Article 50, Section 11, or employees who have the resources required to perform the work (i.e., computers, network availability, etc.) and are assigned in writing for remote work by their immediate supervisor to work during the closure or delayed start, must work their scheduled shift at straight time pay or receive approval for the use of eligible accrued leave. If the employee's health or safety inside their remote work location is similarly impacted by the same conditions that caused the closure or delayed start, the employee shall follow subsection (D~~C~~), below.

(C) **Employees with Worksite Closures.** When there is not a campus closure but an employee's on-campus, off campus or remote worksite is closed or otherwise unavailable due to inclement weather, other hazardous conditions or power failure, the employee shall be provided mutually agreed upon work (i.e. tasks related to their site - cleaning, paperwork) or they shall be entitled to have access to inclement weather hours in subsection D.

(D) Employees shall be allowed access to forty-eight (48) hours of paid time to use in the event of a full campus closure or delayed start due to inclement weather or hazardous conditions. This paid time shall be known as inclement weather or hazardous conditions leave. This leave shall accrue as follows:

(i) Forty-eight~~Twenty-four~~ (~~2~~48) hours effective upon ratification and expiring June 30, 202~~8~~2. For employees hired after ratification, hours shall be granted on a pro-rated basis.

(ii) ~~Forty-eight (48) hours effective July 1, 2022 and expiring June 30, 2024. For employees hired after July 1, 2022, hours shall be granted on a pro-rated basis.~~

(iii) ~~Forty-eight (48) hours effective July 1, 2024 and expiring June 30, 2026. For employees hired after July 1, 2024, hours shall be granted on a pro-rated basis.~~

(iv) Unused hours shall not be paid to the employee.

Section 3. Beyond the 48 hours

(A) The University President or designee, in their sole discretion, may declare any hours not worked beyond the forty-eight (48) hours due to the delay or closure as inclement weather or hazardous conditions leave. Such a declaration shall be made within seven (7) calendar days of the campus reopening. Where no declaration is made within that time, or where the declaration is that another form of leave must be used, subsections (i) or (ii), below, must be followed.

(i) **FLSA non-exempt employees.** FLSA non-exempt employees shall be authorized to use accrued vacation, compensatory time, personal leave, or to take leave without pay, to cover those scheduled hours not worked due to a closure or delayed start.

(ii) **FLSA-exempt employees.** FLSA exempt employees will be paid in accordance with federal Department of Labor and state Bureau of Labor and Industries laws and/or regulations, and may be required to use accrued paid leave in accordance with those laws and/or regulations.

Section 4. Working on Campus During a Closure

*FLSA non-exempt employees who are scheduled and required to work on campus by their supervisor during a campus closure or delayed start have the option to be paid at the rate of double time-and-one half (2.5x) or one-and-one half (1.5x) for all hours worked during such period. To obtain double time-and-one half (2.5x) pay, the employee must record their scheduled shift as inclement weather or hazardous conditions leave and record the hours they actually worked on campus during the campus closure or delayed start as overtime. When the employee exhausts their inclement weather or hazardous conditions leave, or the University President declares that a form of leave other than inclement weather or hazardous conditions leave must be used, the employee will then be paid one-and-one half (1.5x) pay for all hours actually worked on campus during the campus closure or delayed start.

There shall be no pyramiding of overtime for work performed under this Article or Article 25: Overtime.

Any employee required to work on campus during a closure will have free and appropriately located parking.

Section 54. Inclement Weather and No Closure.

When inclement or hazardous conditions exist and no closure or curtailment occurs, employees who notify their supervisor and make every reasonable effort to report to work as scheduled will be allowed to make up missed time provided they report within two (2) hours of the scheduled starting time provided such make-up work is available and such time can be scheduled so as not to encumber overtime under FLSA. Make-up provisions will not be subject to Article 25 - Overtime. Any make-up time must be performed within sixty (60) calendar days of the missed time and at rates of pay that would have prevailed except for the inclement weather.

NEW ARTICLE: SUCCESSORSHIP

The Universities agree that this Agreement shall be binding upon its successors, assigns, purchasers, or transferees. In the event the Employer sells, transfers, or assigns all of its operations covered by this Agreement to an entity outside of OPU, the Employer shall require the new owner or operator, as a condition of the sale or transfer, to recognize the Union and assume and be bound by this Agreement. The Employer shall provide the Union with advance notice of any such transaction.

The Employer will also provide the Union with a copy of the communication to the successor giving prior notice of the Agreement with specific reference to this provision, and the relevant provisions in the transfer agreement naming these obligations and any other provisions relevant to the exclusive representative.

NEW LOA: ARTICLE 22 (Salary Selectives)

Library Techs

LT1: Current SR 13 – Proposed SR 17
LT2: Current SR 16 – Proposed SR 22
LT3: Current SR 19 – Proposed SR 26

Trades Maintenance

TM1: Current SR 13 – Proposed SR 16
TM2: Current SR 17 – Proposed SR 20

Pipe/Steam Fitters

Current SR 23B – Proposed SR 27

Locksmiths: Add a second tier

Current Locksmith = SR 22
Locksmith 2 (proposed) = SR28

STATE OF OREGON

EMPLOYMENT RELATIONS BOARD

COST SUMMARY FORM ATTACHMENT

Union/Bargaining Unit: SEIU Local 503

Employer: Oregon Public Universities

Contract Term: July 1, 2026 – June 30, 2028

This attachment explains the factors and assumptions used in calculating costs for each year for the term of the contract. The costing by year represents the cost above current service levels and reflects the months in effect during the life of the contract. Year 1 represents July 2026 - June 2027, and Year 2 represents July 2027 - June 2028.

Article 15: Parking

Eligibility for the parking discount is equivalent to eligibility for the health insurance subsidy (less than or equal to full-time equivalent pay of Salary Range 11, Step 10). All employees at or below this threshold are costed at 25% of their university's lowest-cost parking permit fee, annualized.

Article 21: Wages, Section 1(A) – Cost-of-Living Adjustments (COLAs)

This costing applies the contract's minimum COLA adjustments (3% in both years) to current wages rather than projected inflation figures; actual costs may be higher. An OPE rate of 41.04% is assumed based on the average the employers provided.

Article 21: Wages, Section 1(B) – Longevity Premiums

This costing applies a 0.5% increase for every five years of service to the current wages of employees who already meet both longevity thresholds as of the implementation date: at least five years of service at their university, and at least twelve months at the top of their salary range. The estimate covers the newly proposed tier increase only, applied over the two-year contract term.

Article 22: Salary Selectives

Employees in qualifying job classifications are placed into their new salary range under one of three scenarios. Employees whose current pay falls below the first step of the new range move to that first step immediately on implementation, which becomes their new salary eligibility date. Employees whose current pay falls between two steps of the new range stay at their current rate until their existing salary eligibility date, at which point they receive a full step increase plus the amount needed to reach the next higher step, landing them one step beyond where a simple catch-up would place them. Employees whose current pay already lands exactly on a step of the new range are placed at that equivalent rate with no immediate change, and continue on their normal step-increase schedule.

STATE OF OREGON, EMPLOYMENT RELATIONS BOARD COST SUMMARY FORM	**For ERB Use Only** Case No._ME-030-26_____ Date Filed_8/14/26_____

Projected Increase/Decrease in Each Year
(add or shade unused columns as needed)

Proposal Description including Article or Section Numbers	**Current Cost**	**Year 1**	**Year 2**	**Year 3**	**Total Projected Increase / Decrease**	**Explain calculations.** List all factors and assumptions used in calculating costs for each year. Attach additional sheet if necessary.
Article 15: Parking		$134,605	$134,605		$269,210	See attachment
Article 21: Wages, Section 1(A) - Cost-of-living Adjustments	$375,699,114	$11,636,897	$24,138,115		$35,775,012	For each year, a minimum COLA of 3% is costed; see attachment
Article 21: Wages, Section 1(B) - Longevity Premiums	$2,263,568	$2,287,266	$2,287,266		$4,574,532	See attachment
Article 22: Salary Selectives		$1,129,276	$2,057,237		$3,186,513	See attachment
TOTAL (for each column)	$377,962,682	$15,188,044	$28,617,223		$43,805,266	