

ARTICLE 22--NO DISCRIMINATION

Section 1. It is the policy of the Employer and the Union not to engage in unlawful discrimination against any employee because of race, color, marital status, religion, sex, national origin, age, mental or physical disability, or any other protected class under State or Federal law. Neither will the Employer discriminate based on gender identity, **gender expression**, ~~or~~ sexual orientation, **or domestic violence victim status**. To this end, the Parties further agree to apply the provisions of this Agreement equally to all employees in the bargaining unit without regard to their status in any of the categories specified above and to support application of federal and state laws and regulations, where applicable.

Section 2. Sexual harassment is considered a form of sex discrimination. No employee shall be subjected to sexual harassment by the Employer, Union, or other bargaining unit members. Unwelcome sexual advances, requests for sexual favors, and other deliberate or repeated unsolicited verbal or physical conduct of a sexual nature constitutes sexual harassment when:

- (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Section 3. Once a grievance has been filed, protective measures will be taken to prevent the grievant from having to continue working in the current conditions. Investigations of grievances alleging any form of discrimination as outlined in this Article will only be performed by an individual who has received trauma-informed training. Any alleged

~~violations of Article 22 may only proceed to the Agency Head or designee level, and are not~~
~~arbitrable.~~ Grievances alleging any form of discrimination as listed in Section 1 will be
submitted in writing within thirty (30) days of date the grievant or the Union knows or by
reasonable diligence should have known of the alleged grievance **or when the grievant or the**
Union receives the outcome of a complaint filed with the Agency, directly to the Agency Head
or designee as defined or used in [Article 21, Section 5](#). The Agency Head or designee shall
respond within thirty (30) calendar days after receipt of the grievance.

Section 4. Discrimination grievances may be submitted by the Union or the grievant to the
Bureau of Labor and Industries or the EEOC for resolution, if not already so filed. Nothing in
this Article shall preclude an employee from filing a charge of discrimination with the Bureau of
Labor and Industries or the EEOC at any time.

(NOTE: Time lines for filing tort claims notice or legal actions are not suspended by
filing a grievance under this Article. This note is for information only and is not part of the
contract.)

(See Letter of Agreement [22-00-23-461](#) & [22.00-23-463](#) in Appendix A).

1 **ARTICLE 22T--NO DISCRIMINATION** (Temporary Employees)

2 **Section 1.** It is the policy of the Employer and the Union not to engage in unlawful
3 discrimination against any employee because of race, color, marital status, religion, sex, national
4 origin, age, mental or physical disability, or any other protected class under State or Federal law.
5 Neither will the Employer discriminate based on gender identity, **gender expression**, ~~or~~ sexual
6 orientation, **or domestic violence victim status**. To this end, the Parties further agree to apply
7 the provisions of this Agreement equally to all employees in the bargaining unit without regard
8 to their status in any of the categories specified above and to support application of federal and
9 state laws and regulations, where applicable.

10 **Section 2.** **Once a grievance has been filed, protective measures will be taken to prevent**
11 **the grievant from having to continue working in the current conditions. Investigations of**
12 **grievances alleging any form of discrimination as outlined in this Article will only be**
13 **performed by an individual who has received trauma-informed training.** Any alleged
14 ~~violations of Article 22T may only proceed to the Agency Head or designee level, and are not~~
15 ~~arbitrable.~~ Complaints alleging any form of discrimination as listed in Section 1 will be
16 submitted in writing within thirty (30) days of date the complainant or the Union knows or by
17 reasonable diligence should have known of the alleged discriminatory act **or when the grievant**
18 **or the Union receives the outcome of a complaint filed with the Agency**, directly to the
19 Agency Head or designee. The Agency Head or designee shall respond within thirty (30)
20 calendar days after receipt of the grievance.

21 **Section 3.** Discrimination complaints may be submitted by the Union or the complainant to
22 the Bureau of Labor and Industries or the EEOC for resolution, if not already so filed. Nothing

23 in this Article shall preclude an employee from filing a charge of discrimination with the Bureau
24 of Labor and Industries or the EEOC at any time.

25 (See Letter of Agreement [22-00-23-461](#) & [22.00-23-463](#) in Appendix A).

26

ARTICLE 26--DIFFERENTIAL PAY**Section 1. Geographic Area Pay.**

- (a) Classifications C4001, C4003, C4004, C4005, C4007, C4008, C4009, C4018, C4020, C4021, C4116:

Prevailing basic rates in specific geographic areas for employment of limited duration less than one-hundred twenty (120) days will be approved. Employees paid at such rates will not be eligible for vacation, sick leave, or holiday benefits. Such rates will be paid only for construction work.

- (b) A differential, not to exceed twenty-five percent (25%) over the base rate, may be paid a permanent, nonresident classified employee upon request of the Appointing Authority. The amount of the differential must be approved by administrators of the Budget Division and Labor Relations Unit. An employee would not be entitled to a per diem expense allowance in lieu of the differential.

Section 2. Special Duty Pay.

- (a) High Work Differential: When an employee is required to perform work more than six (6) feet directly above the ground or water and is required to use personal fall arrest systems, personal fall restraint systems or boatswain chairs, the employee shall receive a high work differential.

Rate: One dollar and fifty cents (\$1.50) per hour.

- (b) UBIT Differential: When an employee is required to operate an under bridge inspection truck (UBIT), the employee shall receive four dollars (\$4.00) per hour for all hours worked performing these duties. When applied, the differential includes all time worked on the job site, but not travel time to and from the job site.

- (c) Forestry employees who work from light fixed-wing aircraft or helicopters for work assignments involving flying grid patterns or low-altitude spotting shall receive a differential of one dollar and fifty cents (\$1.50) per hour for actual air-time only.

Employees who are being transported to a job site, normal courier duties, point-to-point travel, or similar circumstances shall not qualify for this differential. (Pilots are excluded from any part of this provision.)

- (d) Diving Differential:

Eligibility: Employees whose work assignment requires the use of self-contained underwater breathing apparatus or other sustained underwater diving equipment and who pass current certification for the use of such equipment will receive a differential of five dollars (\$5.00) per hour or any fraction thereof, for actual diving time.

(e) ODOT DMV and/or ODOT IS Inmate Differential. DMV employees regularly assigned, and ODOT IS employees who are temporarily assigned, to work directly with inmates inside the security fences at State of Oregon correctional facilities will receive a five percent (5%) pay differential. The employees will receive this additional five percent (5%) above their current rate of pay for all hours worked during this assignment.

(f) ODOT Only: An employee who is selected by management and assigned, in writing, to instruct or facilitate specific training identified by management shall receive an additional one dollar (\$1.00) per hour above their current rate of pay for all hours they are conducting this training.

(g) Chain Enforcement (ODOT only): An employee who is assigned to enforce chain usage shall receive an additional five dollars (\$5.00) per hour above their current rate of pay for all hours worked during the assignment.

(h) Fire Command Differential: Forestry employees in a job classification at or under salary range twenty-four (24) resource ordered to an incident under the following National Wildfire Coordination Group (NWCG) qualifications shall receive a differential of twenty dollars (\$20.00) per hour while resourced on incident. NWCG Qualifications: Agency Representative, Area Commander, Incident Commander Complex, Incident Commander Type 1, Incident Commander Type 2, Incident Commander Type 3, Incident Commander Type 4, Incident Commander Type 5, Liaison Officer, Public Information Officer Complex, Public Information Officer Type 1, Public Information Officer Type 2, Public Information Officer Type 3, Public Information Officer, Technician, Safety Officer Complex, Safety Officer Type 1, Safety Officer Type 2, Safety Officer Type 3, Safety Officer, Field, Finance/Administration Section Chief Type 3, Finance/Administration Section Chief Type 2, Finance/Administration Section Chief Type 1, Finance/Administration Section Chief Complex, Logistics Section Chief Type 3, Logistics Section Chief Type 2, Logistics Section Chief Type 1, Logistics Section Chief Complex, Division/Group Supervisor, Operations Section Chief Type 3, Operations

Section Chief Type 2, Operations Section Chief Type 1, Operations Section Chief Complex, Planning Section Chief Type 3, Planning Section Chief Type 2, Planning Section Chief Type 1, Planning Section Chief Complex.

- (i) **Child Passenger Safety Technician (ODHS only). Employees who are certified child passenger safety technicians and whose job duties include the utilization of that certification shall be paid an additional three percent (3%) above their base rate.**
- (j) **ODHS Only: Employees who perform visits in unregulated environments, such as private residences, to conduct investigations for allegations of abuse and/or neglect shall be paid an additional ten percent (10%) above their base rate.**

Section 3. Special Qualifications Pay.

- (a) **Medical Consultants:** Medical Consultants (U7538) working in the ODHS-DDS program shall receive a Board Certification differential of an additional seven and one-half percent (7.5%) for the first Board Certification in one (1) specialty held and ten percent (10%) if two (2) or more specialty certifications are held. This differential will only be paid for those specialties or certifications recognized by the American Board of Medical Specialties, American Osteopathic Association, American Board of Professional Psychology, American Board of Professional Disability Consultants, ~~or~~ American Board of Medical Psychotherapists, **or National Board of Physicians and Surgeons.**
- (b) **Bilingual:** A differential of ~~ten~~ five percent (~~10~~5%) over base rate will be paid to employees in positions which specifically require bilingual skills (i.e., translation to and from English to another foreign language or the use of sign language*) as a condition of employment. The interpretation and translation skills must be assigned and contained in an employee's individual position's position description. Only employees receiving a bilingual or multilingual differential will be required to provide interpretation or translation services on behalf of their Agency.

*NOTE: This differential will be paid to School for the Deaf employees excluding intermittents whose assignments require the use of sign language. Such payment will be made in accordance with the level of proficiency assigned by management, beginning the first day of the month following the employee's successful evaluation of the expected sign

skill level for their position. Employees in the other Agencies will be paid this differential only when such bilingual sign requirements are assigned.

- (d) Multilingual: Employees whose positions require multilingual skills (i.e., translation to and from English to two (2) or more foreign languages*) as a condition of employment will receive the bilingual differential plus an additional two point five percent (2.5%) for each additional language. ~~A differential of ten percent (10%) over base rate will be paid to employees in positions which require multilingual skills (i.e., translation to and from English to two (2) or more foreign languages*) as a condition of employment.~~ The interpretation and translation skills must be assigned in writing for multiple languages and must be contained in an employee's individual position's position description. Only employees receiving a bilingual or multilingual differential will be required to provide interpretation or translation services on behalf of their Agency.

*NOTE: American Sign Language will count as one (1) of the two (2) foreign languages for purposes of the multilingual differential.

- (f) Certified Bridge Worker: Employees in the classifications of Transportation Maintenance Specialist 2 (C4152), Transportation Maintenance Coordinator 1 (C4161) and Transportation Maintenance Coordinator 2 (C4162) who are members of a Bridge Crew and hold a certification in either structural welding or boom operation will, upon submitting proof of such certification, receive a five percent (5%) "Certified Bridge Worker" pay differential above their base rate of pay. Employees receiving this differential are also eligible for the High Work differential (Section 2(a)) to be paid for all hours actively engaged in this work and meeting the High Work Differential requirements.

- (g) Pesticide/Herbicide Spray. An employee who possesses a valid pesticide/herbicide license shall receive five percent ~~two dollars and seventy five cents (5% 2.75)~~ above their base rate. ~~per hour for actual hours worked when assigned work involving the preparation, the handling, and/or the application of pesticides/herbicides and any associated clean up work.~~
~~Licensed pesticide/herbicide applicators who drive for other licensed pesticide/herbicide applicators, while applying pesticides/herbicides, shall receive the same hourly differential for actual hours worked.~~

Employees that do not have a pesticide applicator license shall not be assigned work relating to the preparation, handling, and/or the application of pesticides or herbicides.

- (h) Tree Faller. Employees who hold a current Advanced Tree Faller certification (Forestry FAL 1, OPRD Level 3, ODOT Level 3 or 4) shall receive twelve dollars and fifty cents (\$12.50) per day when evaluating, falling or bucking advanced level trees or when training/certifying another employee who is an Advanced Tree Faller trainee. The differential does not apply when the tree faller is in training or participating in their own certification activities.
- (i) Engineering and/or Geologist License (Forestry and DOGAMI). Employees in the classification of Natural Resource Specialist 4, who are required to be licensed per the requirements of ORS Chapter 672 and their position description, shall be paid an additional five percent (5%) above their base rate.
- (j) **Enforcement Officer (OPRD). Park Ranger 1s, who are certified as an OPRD enforcement officer, shall be paid an additional five percent (5%) above their base rate.**

Section 4. Student Trainee Pay.

- (a) Student Professional Forester Worker (C8235)
- When hiring a Student Professional Forester Worker, if:
- the worker has completed one (1) year of Natural Resources or a related field at a recognized college or university, Step 3 of the salary range is recommended.
 - the worker has completed two (2) years of Natural Resources or a related field at a recognized college or university, Step 4 of the salary range is recommended.
 - the worker has completed three (3) years of Natural Resources or a related field at a recognized college or university, Step 5 of the salary range is recommended.
 - the worker has completed four (4) years of Natural Resources or a related field at a recognized college or university, Step 6 of the salary range is recommended.

Section 5. Shift Differential.

- (a) Eligibility. All employees required to work a designated schedule shall be paid a differential as outlined in Subsections (b) and (c) below, for each hour or major portion thereof (thirty (30) minutes or more), worked between 6:00 p.m. and 6:00 a.m. and for each hour or major portion thereof worked on Saturday ~~or Sunday~~, or an observed holiday (Article 58). When a work schedule is requested by an employee and approved by the Agency, and the requested schedule contains hours outside of the hours designated for the employee's position by the

Agency, shift differential pay shall be waived by the employee for the hours affected by the change.

- (b) All Agencies, except OSH: Registered Nurses and Nurse Practitioners will receive a shift differential of four dollars and fifty cents (\$4.50) per hour. Licensed Practical Nurses will receive a shift differential of two dollars (\$2.00).

- (c) **Forestry: Employees in any classification that are resource ordered to an incident and assigned to work the night shift shall receive a shift differential of six dollars (\$6.00) per hour in lieu of the standard shift differential.**

- (d) All other personnel will receive a differential of **five dollars** ~~one dollar and fifty cents (\$5.00+50)~~ per hour.

Section 6. Leadwork Differential.

- (a) Leadwork differential shall be defined as a differential for employees who have been formally assigned by their supervisor in writing, "leadwork" duties for ten (10) consecutive calendar days (or the equivalent thereof for alternate or flexible schedules) or longer provided the leadwork or team leader duties are not included in the classification specification for the employee's position. Leadwork is where, on a recurring daily basis, the employee has been directed to perform substantially all of the following functions: to orient new employees, if appropriate; assign and reassign tasks to accomplish prescribed work efficiently; give direction to workers concerning work procedures; transmit established standards of performance to workers; review work of employees for conformance to standards; and provide informal assessment of workers' performance to the supervisor.

- (b) The differential shall be five percent (5%) beginning from the first day the duties were formally assigned in writing for the full period of the assignment.

- (a) Leadwork differential shall not be computed at the rate of time and one-half (1 ½) for the time worked in an overtime or holiday work situation. However, leadwork differential shall be included in calculation of the overtime rate of pay. **If an employee receives more than one (1) differential (except overtime as mandated by the FLSA), the differentials will be calculated on the base so that no "pyramiding" occurs (i.e., if an employee is receiving the leadworker differential and an out-of-classification differential, the two**

~~(2) differentials would be calculated separately and then added on to the base pay), or to effect a “pyramiding” of work out of classification payments.~~

- (c) Leadwork differential shall not apply for voluntary training and development purposes which are mutually agreed to in writing between the supervisor and the employee.
- (d) If an employee believes that they are performing the duties that meet the criteria in Subsection (a), leadworker, but the duties have not been formally assigned in writing, the employee may notify the Agency Head in writing. The Agency will review the duties within fifteen (15) calendar days of the notification. If the Agency determines that leadwork duties were in fact assigned and are appropriate, the leadwork differential will be effective beginning with the day the employee notified the Agency Head of the issue.

If the Agency determines that the leadwork duties were in fact assigned but should not be continued, the Agency may remove the duties during the fifteen (15) day review period with no penalty.

If the Agency concludes that the duties are not leadwork, the Agency shall notify the employee in writing within fifteen (15) calendar days from receipt of the employee's notification to the Agency Head.

Section 7. Leadwork Differential. Employment Department.

- (b) Leadwork differential will be paid to employees who are formally assigned in writing to perform leadwork provided the leadwork or team leader duties are not included in the classification specification for the employee's position. Leadwork is where an employee has been formally assigned to do substantially all of the following: to orient new employees, if appropriate; assign and reassign tasks to accomplish prescribed work efficiently; give direction to workers concerning work procedures; transmit established standards of performance to workers; review work of employees for conformance to standards; and provide informal assessment of workers' performance to the supervisor.
- (c) The differential shall be five percent (5%) beginning from the first day the duties were formally assigned in writing.
- (d) If an employee receives more than one (1) differential (except overtime as mandated by the FLSA), the differentials will be calculated on the base so that no “pyramiding” occurs (i.e., if an employee is receiving the leadworker differential and an out-of-classification

differential, the two (2) differentials would be calculated separately and then added on to the base pay).

- (e) Leadwork differential shall not apply for voluntary training and development purposes which are mutually agreed to in writing between the supervisor and the employee.
- (f) If an employee believes that they are performing the duties of a leadworker but the duties have not been formally assigned in writing, they may submit the matter for resolution as per the dispute resolution process, or through the grievance procedure (as for example, classification review, work out-of-class).

Section 8. Leadwork Differential. ODOT Highway Division, TMS1, TMS2 and Transportation Operations Specialist.

- (a) Leadwork differential shall be defined as a differential for employees who have been formally assigned by their supervisor "leadwork" duties for five (5) days (or the equivalent thereof for alternate or flexible schedules) or longer in a calendar month; or five (5) (or the equivalent thereof for alternate or flexible schedules) consecutive calendar days or longer that span the end of one (1) month and the beginning of the next month. In no case shall days be counted twice to meet the leadwork pay qualification.
- (b) Leadwork is where, on a recurring daily basis, while performing essentially the same duties as the workers led, the employee has been directed to perform substantially all of the following functions: to orient new employees, if appropriate; assign and reassign tasks to accomplish prescribed work efficiently; give direction to workers concerning work procedures; transmit established standards of performance to workers; review work of employees for conformance of standards and provide informal assessment of workers' performance to the supervisor.

Section 9. Leadwork Differential. State Library.

- (a) Team Coordinator differential shall be defined as a differential for employees who have been formally assigned in writing "team coordinator" responsibilities for a specific team on a recurring daily basis, for a designated length of time that extends beyond ten (10) consecutive calendar days (or the equivalent thereof for alternate or flexible schedules).
- (b) Team Coordinator responsibilities shall include substantially the following roles: monitor team progress in meeting performance goals; coordinate team workflow to accomplish the work efficiently; coordinate team development processes; identify, plan, and approve

training; assist in hiring of new team members, orient new employees; review team member timesheets; give feedback to team members concerning work procedures; and serve as communication liaison between the team and management.

(c) The Team Coordinator differential shall be five percent (5%) beginning from the first day the duties were formally assigned in writing for the full period of the assignment.

(d) If an employee receives more than one (1) differential (except overtime as mandated by the FLSA), the differentials will be calculated on the base so that no “pyramiding” occurs (i.e., if an employee is receiving the Team Coordinator differential and an out-of-classification differential, the two (2) differentials would be calculated separately and then added on to the base pay).

Section 10. Differential Pay IS Team Lead.

(a)

(1) Bargaining unit employees occupying positions that are classified as Information Specialist 1-8 will be eligible for the differential in accordance with subsection (5) below.

(2) The differential shall be ten percent (10%) beginning from the first (1st) day the duties were formally assigned in writing.

(3) Bargaining unit employees shall not be eligible for any work out-of-class pay, leadwork differentials or any other premium pay except for overtime and penalty payments as compensation for team leader duties. If an employee receives more than one (1) differential (except overtime as mandated by the FLSA), the differentials will be calculated on the base so that no “pyramiding” occurs (i.e., if an employee is receiving the team leader differential and out-of-class differential, the two (2) differentials would be calculated separately and then added onto the base pay).

(4) The differential shall be ten percent (10%) above the employee’s base salary rate.

(5) For a bargaining unit employee to be eligible for the differential, the Agency must formally assign the employee in writing to perform team leader duties, the employee leads a team of employees and performs substantially all of the following duties under supervisory direction:

- 272 (A) Plans for short and long term needs of team, including such areas as technology to
273 be used, user requirements, resources required, training necessary, methods to
274 accomplish work, multiple project timelines and competing priorities.
- 275 (B) Establishes and coordinates multiple interrelated project schedules for all projects
276 on which the team is working.
- 277 (C) Works directly with multiple users to identify broad user needs and requested
278 timelines when projects are submitted for the team.
- 279 (D) Provides technical/operation guidance to contractors and monitors quality
280 assurance.
- 281 (E) Develops technical standards and monitors team members' work for compliance.
- 282 (F) Performs leadwork duties on a recurring daily basis, as listed in Article 26, Section
283 6 of the Master Agreement, which are to orient new employees, if appropriate,
284 assign and reassign tasks to accomplish prescribed work efficiently, give direction
285 to workers concerning work procedures, transmit established standards of
286 performance to workers, review work of employees for conformance to standards
287 and provide informal assessment of workers' performance to the supervisor.
- 288 (b) Bargaining unit employees shall not be eligible for the differential if they are on voluntary
289 developmental training assignments.
- 290 (c)
- 291 (1) If an employee believes that they are performing the duties that meet the criteria stated
292 in Subsection a(5), but the duties have not been formally assigned in writing, the
293 employee may notify the Agency Head in writing. The Agency will review the duties
294 within fifteen (15) calendar days of the notification. If the Agency determines that
295 Information Services Team Leader duties were, in fact, assigned and are appropriate,
296 the differential will be effective beginning with the day the employee notifies the
297 Agency Head of the issue.
- 298 (2) If the Agency determines that the duties were, in fact, assigned but should not be
299 continued, the Agency may remove the duties during the fifteen (15) day review period
300 with no penalty.

- (3) If the Agency concludes that the duties are not Information Services Team Leader duties, the Agency shall notify the employee in writing within fifteen (15) calendar days from receipt of the employee's notification to the Agency Head.

Section 11. Work Out-of-Classification.

- (a) When an employee is assigned for a limited period to perform the duties of a position at a higher level classification for more than ten (10) consecutive calendar days (or the equivalent thereof for alternate or flexible schedules), the employee shall be paid five percent (5%) above the employee's base rate of pay or the first step of the higher salary range, whichever is greater.

When assignments are made to work out-of-classification for more than ten (10) consecutive calendar days (or the equivalent thereof for alternate or flexible schedules), the employee shall be compensated for all hours worked beginning from the first day of the assignment for the full period of the assignment.

Agencies may provide an additional five percent (5%) differential if the work out-of-class would not result in additional compensation for the employee. Agencies must document the reasons for the exception.

- (b) An employee performing duties out-of-classification for training or developmental purposes shall be informed in writing of the purpose and length of the assignment. **If the employee does not meet the minimum qualifications for the rotational/developmental assignment, there shall be no extra pay for the work. If/when the employee meets the minimum qualifications for the rotational/developmental assignment, they shall receive the work out-of-classification differential. Whether or not the employee will receive extra pay for the work will be included in the notice.** ~~during which there shall be no extra pay for the work.~~ A copy of the notice shall be placed in the employee's file.
- (c) An employee who is underfilling a position shall be informed in writing that they are an underfill, the reasons for the underfill, and the requirements necessary for the employee to qualify for reclassification to the allocated level. Upon gaining regular status and meeting the requirements for the allocated level of the position, the employee shall be reclassified.
- (d) Assignments of work out-of-classification shall not be made in a manner which will subvert or circumvent the administration of this Article.

Section 12. Work Out-Of-Classification Pending Upward Reclassification.

Agency Initiated Work Out-of-Classification Pending Upward Reclassification.

- (a) If an Agency wishes to reclassify a position upwards, the Agency will gain approval from DAS CHRO the higher classification is appropriate. When an Agency receives approval from DAS CHRO agreeing a reclassification upward is appropriate, the Agency will pay work out-of-classification pending reclassification effective the date the Agency requested approval from DAS CHRO.
- (b) The amount of work out-of-class pending reclassification will be determined by the internal pay assessment.
- (c) The internal pay assessment shall be conducted using those performing work of a comparable character in the higher classification.
- (d) The differential will be a dollar amount.
- (e) The differential shall place the employee on the next higher step in the higher classification or on an appropriate higher step as determined by the internal pay assessment, whichever is greater.
- (f) Employees at the top step of their current job classification will have the differential adjusted to the next step in the higher salary range annually on their salary eligibility date until their base salary plus the work out-of-classification pending reclassification reaches the top step of the higher salary range.
- (g) Employees will have the differential adjusted due to changes to the base salary (e.g. COLA or step increase).
- (h) Agencies will designate the reason for the work out-of-class in the state human resources information system as Work Out-of-Classification – Pending Upward Reclassification.

Article 81 Initiated Work Out-of-Classification Pending Upward Reclassification.

- (a) Work out-of-classification pending upward reclassification as a result of a request for classification review under Article 81, Section 2 shall be effective the date the reclassification request was received by the Agency.
- (b) The amount of work out-of-class pending reclassification will be determined by the internal pay assessment.
- (c) The internal pay assessment shall be conducted using those performing work of a comparable character in the higher classification.

(d) The differential will be a dollar amount.

(e) The differential shall place the employee on the next higher step in the higher classification or on an appropriate higher step as determined by the internal pay assessment, whichever is greater.

(f) Employees at the top step of their current job classification will have the differential adjusted to the next step in the higher salary range annually on their salary eligibility date until their base salary plus the work out-of-classification pending reclassification reaches the top step of the higher salary range.

(g) Employees will have the differential adjusted due to changes to the base salary (e.g. COLA, step increase, etc.)

(h) Agencies will designate the reason for the work out-of-class in the state human resources information system as Work Out-of-Classification – Pending Reclassification.

Section 13. Work Out-of-Classification. ODOT.

(a) Transportation Maintenance Specialists. In addition to any entitlement to work out-of-classification pay pursuant to Section 10 of this Article, notwithstanding Transportation Maintenance Specialist 1s who are assigned to a TMS 2 Maintenance crew by their supervisor and who independently perform work consisting of sweeping, snow removal, sanding, de-icing or removal of land/rock slide materials from roadways at the Transportation Maintenance Specialist 2 (TMS 2) level shall be paid a differential of five percent (5%) over their base rate of pay for all hours of such work. Operation of heavy earth-moving equipment on land/rock slides and operation of a pick-up broom for sweeping are considered TMS 2 level work, whereas traffic control activities such as flagging, operating pilot vehicles and setting signs are not considered TMS 2 level work.

(b) Self-Managed Crews. Where the Agency utilizes self-managed work crews, crew members, including positional leaders, may not be entitled to work out-of-classification payments at the supervisory level unless they assume a majority of duties specific to that classification.

Section 14. Essential Worker Pay. When a situation exists that would otherwise close or curtail state offices, ~~essential~~ **and employees are required to report to work, in person, they** ~~workers~~ **having to report to work, in person,** shall receive the Essential Worker—Inclement Weather/Hazardous Conditions Pay differential.

The Essential Worker Inclement Weather/Hazardous Conditions Pay differential shall be six
~~three~~ dollars (\$~~3~~6.00) per hour for all hours worked on a designated closure or curtailment day,
regardless of the starting or ending time of the designated closure or curtailment.

DAS ~~or~~ ODOT will determine if a closure would have occurred on a weekend and/or a holiday
when state offices are otherwise closed.

Section 15. Lateral Classification Assignment Differential. When an employee is temporarily
assigned for a period of ten (10) or more consecutive calendar days (or the equivalent thereof for
alternate or flexible schedules) to a lateral classification within the same salary range base number
and the salary is a higher salary schedule, the employee shall be paid at the lowest step in the new
schedule that provides the employee an increase in their base or adjusted rate of pay (if any).

(See also Institutions Coalition Letters of Agreement 26.2C-15-274 & 26.2C-18-383 & 26.2C-
19-340 & 26.2C-19-358 26.2C-21-405 & 26.2C-21-412 & 26.2C-23-447 & 26.2C-23-449 &
ODOT Coalition Letter of Agreement 26.3A-13-250 & 26.3C-22-420 & Special Agencies
Coalition 26.5-21-407 in Appendix A.)

Section 16. In-Person Work Differential. When an employee is required to report to work
in person the employee shall be paid a differential of one dollar (\$1.00) per hour for
actual hours worked.

ARTICLE 26T--DIFFERENTIAL PAY (Temporary Employees)

Section 1. Bilingual Differential. A differential of ~~ten~~ five-percent (~~10~~5%) over base rate will be paid to employees in positions which specifically require bilingual skills (i.e., translation to and from English to another foreign language or the use of sign language*) as a condition of employment. The interpretation and translation skills must be assigned and contained in the employee's statement of duties. Only employees receiving a bilingual or multilingual differential will be required to provide interpretation or translation services on behalf of their Agency.

*NOTE: This differential will be paid to School for the Deaf employees excluding intermittents whose assignments require the use of sign language. Such payment will be made in accordance with the level of proficiency assigned by management, beginning the first day of the month following the employee's successful evaluation of the expected sign skill level for their position. Employees in the other Agencies will be paid this differential only when such bilingual sign requirements are assigned.

Section 2. Multilingual. Employees whose positions require multilingual skills (i.e., translation to and from English to two (2) or more foreign languages*) as a condition of employment will receive the bilingual differential plus an additional two point five percent (2.5%) for each additional language. ~~A differential of ten percent (10%) over base rate will be~~

~~paid to employees in positions which require multilingual skills (i.e., translation to and from English to two (2) or more foreign languages*) as a condition of employment.~~ The interpretation and translation skills must be assigned for multiple languages and must be contained in an employee's individual position's position description. Only employees receiving a bilingual or multilingual differential will be required to provide interpretation or translation services on behalf of their Agency.

*NOTE: American Sign Language will count as one (1) of the two (2) foreign languages for purposes of the multilingual differential.

Section 3. Shift Differential.

(a) **Eligibility.** All employees required to work a designated schedule shall be paid a differential as outlined in Subsections (b) and (c) below, for each hour or major portion thereof (thirty (30) minutes or more), worked between 6:00 pm and 6:00 am and for each hour or major portion thereof worked on Saturday, ~~or~~ Sunday, **or a recognized holiday (Article 58).** When a work schedule is requested by an employee and approved by the Agency, and the requested

32 schedule contains hours outside of the hours designated for the employee's position by the
33 Agency, shift differential pay shall be waived by the employee for the hours affected by the
34 change.

- 35 (b) Registered Nurses, Nurse Practitioners, and Licensed Practical Nurses will receive a shift
36 differential of one-dollar and eighty-five cents (\$1.85) per hour. Employees in Mental Health
37 Therapist 2 positions who are certified LPNs and also have the working title of Licensed
38 Practical Nurse will receive this shift differential.

39 (c) **Forestry: Employees in any classification that are resource ordered to an incident**
40 **and assigned to work the night shift shall receive a differential pay of six dollars**
41 **(\$6.00) per hour in lieu of the standard shift differential.**

- 42 (d) All other personnel will receive a differential of ~~one~~ **five** dollar ~~and fifty cents~~ (**\$5.00**~~1.50~~)
43 per hour.
44

1 **Section 1. Standby Duty.**

2 (a) An employee shall be on standby duty when required to be available for work outside their
3 normal working hours, and subject to restrictions consistent with the FLSA which would
4 prevent the employee from using the time while on standby duty effectively for the
5 employee's own purposes.

6 (b) Compensation for standby duty shall be at FLSA-eligible employee's straight time rate of
7 pay or for FLSA-exempt employees hour for hour compensatory time off. Overtime hours
8 shall be at the appropriate overtime pay rate pursuant to Article 32.

9 **Section 2. On-Call Duty.**

10 (a) Employees shall be paid one (1) hour of pay at the regular straight time rate for each **three**
11 ~~six (6)~~ **3** hours of assigned on-call duty. **When an employee is assigned on-call duty for**
12 **less than three (3) hours, they will be paid one (1) hour of pay at the regular straight**
13 **time rate.** ~~Employees who are assigned on-call duty for less than six (6) hours shall be paid~~
14 ~~on a prorated basis.~~

15 (b) Employees assigned on-call duty on a holiday shall be paid one (1) hour of pay at time and
16 one-half (1 ½) their regular hourly rate for each **three** ~~six (6)~~ **3** hours of assigned on-call
17 duty. **When an employee is assigned on-call duty for less than three (3) hours, they will**
18 **be paid one (1) hour of pay at time and one-half (1 ½) their regular hourly rate.**
19 ~~Employees are assigned on-call duty for less than **three** six (6) hours shall be paid on a~~
20 ~~prorated basis.~~

21 (c) An employee shall be assigned on-call duty when specifically required to be available for
22 work outside their working hours and not subject to restrictions which would prevent the
23 employee from using the time while on-call effectively for the employee's own purposes.

(d) No employee is eligible for any premium pay compensation while on on-call duty except as expressly stated in this Article.

(e) On-call duty time shall not be counted as time worked in the computation of overtime hours worked but on-call pay shall be included in the calculation of the overtime rate of pay.

Section 3. Compensation for Time Worked.

(a) An employee shall not be on standby duty or on-call duty once they actually commence performing assigned duties and receives the appropriate rate of pay for time worked.

(b) An employee shall be paid a minimum of the equivalent of one (1) hour pay at the appropriate rate of pay computed from when the employee actually begins work.

(c) The employee will not receive additional compensation if the employee receives additional calls during the same one (1) hour period, including the resumption of on-call-duty.

Section 4. On-Call Duty Call Out.

(a) When an employee who is required to report to a work site to commence performing assigned duties from on-call status, they shall be paid a minimum of the equivalent of two (2) hours pay at the appropriate rate of pay computed from when the employee actually begins work.

(b) The employee will not receive additional compensation if the employee receives additional call-outs during the same two (2) hour period, including the resumption of on-call duty.

(c) This provision does not apply to telephone calls, emails and text messages or where the employee is not otherwise required to report to a work site. Telecommuting/teleworking are not considered a work site for purposes of this Section.

(See also Human Services Coalition Letter of Agreement 34.1M-23-451 & Institutions Coalition Letter of Agreement 34.2C-18-326 & ODOT Coalition Letter of Agreement 34.3E-20-387 in Appendix A).

1 **ARTICLE 43--CAREER DEVELOPMENT**

2 **Section 1.** As part of an employee's quarterly check-in (see Article 85), the employee shall receive
3 information about career paths and promotional opportunities within State Agencies. At the
4 request of the employee, the employee and their manager shall meet to specifically discuss
5 providing professional growth opportunities.

6 Additionally, bargaining unit employees may contact their Human Resource Office to identify
7 promotional paths within their Agency.

8 **Section 2. Employees, subject to providing reasonable notice and receiving prior supervisory**
9 **approval, shall be allowed paid time to talk to internal recruiters when such time occurs**
10 **during their work hours. Such requests shall not be arbitrarily denied or rescinded.**

ARTICLE 57--BEREAVEMENT LEAVE

Employees shall be eligible for a maximum of ~~thirty-two~~ ~~twenty-four~~ (32~~24~~) hours paid bereavement leave per occurrence, prorated for part-time employees. **Bereavement leave may be taken to attend a funeral or alternative to a funeral, make arrangements necessitated by a death, or grieve the death.** Paid bereavement leave shall run concurrently with OFLA when applicable. The Agency shall notify the employee when OFLA is running concurrently with bereavement leave. If additional bereavement time is needed, an employee shall be allowed to use accrued leave, or leave without pay, at the option of the employee. The Agency may request documentation for use of bereavement leave.

Notwithstanding Article 56, Section 8 (a), (c), and (d), regular and trial service employees may be eligible to receive up to forty (40) hours of donated leave, to be used consecutively. The employee must have exhausted all available accumulated leave and qualify to receive hardship leave.

For purposes of this Article, “immediate family” shall include:

- the employee’s or the employee’s spouse’s parent (includes one who stood in loco parentis (in place of a parent) when the employee was a child);
- spouse;
- child (and child’s spouse) (includes a child for whom the employee stood in loco parentis);
- siblings;
- grandparents;
- grandchild;
- aunt or uncle;

- 24 • niece or nephew;
- 25 • or the equivalent of each of the above for domestic partners, or another member of the
- 26 immediate household;
- 27 • An individual who is related by affinity to the employee
- 28 ○ When an employee uses leave for a family member who is related by affinity, the
- 29 agency may require the employee to attest in writing that the employee and the
- 30 family member had a significant personal bond that, when examined under the
- 31 totality of the circumstances, was like a family relationship.
- 32 NOTE: Immediate family shall include the current in-laws and step family members who qualify
- 33 per the above list.

ARTICLE 61--LEAVES OF ABSENCE WITHOUT PAY

Section 1. Approved leaves of absence of up to one (1) year shall not be considered a break-in-service. During this time, employees shall continue to accrue seniority and to receive all protections under this Agreement. Where appropriate, partial benefits will be provided as specifically indicated in this Agreement. Leave of absence requests must establish reasonable justification for approval. Acceptance of outside employment is not reasonable justification for approval.

Section 2. A state employee voluntarily or involuntarily seeking military leave without pay to attend service school shall be entitled to such leave during a period of active duty training. Military leaves of absence without pay shall be granted in compliance with the Veterans' Reemployment Rights Law, Title 38, USC Chapter 43.

Section 3. Subject to the operational requirements of the Agency, employees in the bargaining unit shall be granted a leave of absence without pay of not less than three (3) months and no more than one (1) year to work for the Union. Such requests shall be made by the SEIU Local 503, OPEU. Both minimums as well as extensions of leaves shall be subject to mutual agreement.

A shorter period of no less than forty (40) consecutive hours within a workweek may be requested and release shall be subject to the Agency's operational requirements, provided sufficient notice is received and there is no increased cost to the Agency, e.g., penalty payments, overtime.

All leave requests under this Section shall be made directly to the Agency's Human Resource Manager.

Upon return to service, the employee shall be returned to the same class and the same work location as held when the leave was approved. Where return to the employee's former position can be reasonably accommodated such return shall be made.

Section 4. Any unauthorized absence, including absence without notice, of an employee from duty may be deemed by the Agency to be an absence without pay and may be grounds for disciplinary action. Any employee who is absent for five (5) consecutive workdays without authorized leave shall be considered a voluntary separation from State service and the pre-dismissal process will commence. Such absence shall be covered, however, by a subsequent grant of leave with or without pay, when extenuating circumstances are found to have existed.

Section 5. Educational Leave. Upon written approval of the Agency and subject to operating requirements, an employee may be granted an educational leave of absence without pay for up to one (1) year when the educational program is related to the employee's current job.

Section 6. Peace Corps Leave Without Pay. Upon completion of their service in Peace Corps, a regular status employee shall have the right to return to a position in the same classification as their last held position and at the prevailing salary rate without loss of seniority or other

employment rights. Failure of an employee to report within ninety (90) days after termination of services shall be deemed to have resigned and shall be considered a voluntary separation from State Service.

Section 7. Court Appearance Leave Without Pay. An employee may request and shall be granted leave without pay for the time required to make an appearance as a plaintiff or defendant in a civil or criminal court proceeding that is not connected with the employee's officially assigned duties.

Section 8. Leave without pay for situations not listed above will be granted to employees who request it unless it places an undue burden on the employer.

Section 9. Leave Without Pay Leave Accrual. The leave accrual rates (vacation and sick) of an employee who is in leave without pay status will not be impacted until after they have accumulated thirty (30) days in that status in a calendar year.

1 **ARTICLE 71--SEASONAL AND INTERMITTENT EMPLOYEES**

2 **Section 1.** ~~Positions which occur, terminate, and recur periodically and regularly, regardless of~~
3 ~~the duration thereof, shall be designated as seasonal positions.~~ **Seasonal employment means**
4 **annually recurring periods of work of less than 12 months each year.**

5 **Seasonal employees are permanent employees who are placed in offseason status and**
6 **recalled to duty in accordance with pre-established conditions of employment. While in**
7 **offseason status, a seasonal employee may accept other employment, including non-**
8 **seasonal positions with the State, and still retain recall rights and time of service related to**
9 **their existing seasonal position.**

10 **Employees who meet the definition of seasonal are not considered to have a break in**
11 **service between working seasons and they retain their benefit service date across seasons.**

12 **Vacation accrual progression and accrued leave balances are retained during off season**
13 **time periods for seasonal employees. However, an employee will have the option of cashing**
14 **out all their vacation leave at the end of a season.**

15 **Section 2.** A regular status seasonal employee shall be eligible for a salary increase upon
16 returning to the same Agency in the same classification the next annual season regardless of the
17 length of the period of time that has lapsed since the previous six (6) month or annual increase
18 granted. "Annual season" means a period of twelve (12) months, regardless of the number of
19 seasons occurring during that period.

20 **Section 3.** A seasonal employee shall be given notice at the time of hire **and when being placed**
21 **back on season** of the length of the season and the anticipated end of the season. A seasonal

employee shall be given at least ten (10) calendar days advance notice of the end of the season, except when conditions are beyond the control of the Agency. In advance of the season or as soon as the seasonal employee becomes aware of the need to end their season early, the seasonal employee may submit a request to their supervisor. Subject to the agency operating requirements, the supervisor may approve the employee's request without jeopardizing their return recall rights the following season. (See also [Article 70, Section 7.](#))

Section 4. Regular status seasonal employees ~~terminated at the end of the season shall be placed on the reemployment roster in order of seniority and~~ shall be placed back on season recalled by geographic area the following season in order of seniority to the extent that work is available to be performed. ~~Such recall rights shall not apply to regular status seasonal employees who work full time in another state Agency.~~

When additional work is available during a period for which a seasonal position is in offseason status, the work will be offered to the incumbent. The incumbent will be allowed at least five (5) working days in which to accept or decline the offer. Should the incumbent decline the work, it will be offered to other seasonal employees at the Agency, in the same classification, with the necessary skills and abilities, in order of seniority, before being filled by other means.

If a seasonal takes a position at the State outside of their seasonal positions, they will still be recalled for the seasonal positions for which they are an incumbent.

Section 5. Seasonal employees shall accrue all rights and benefits accrued by full-time employees during their employment season, except as otherwise modified by this Agreement.

Section 6. Employees in seasonal positions who have completed initial state trial service one-thousand and forty (1,040) hours and who are not participating members of the Public Employees Retirement System shall receive a special differential of six (6%) percent in addition to their regular rate of pay. Such special differential shall not increase pay rates in the Compensation Plan or be applicable to other seasonal, temporary, trial service, or regular positions or employees. Such special differential shall terminate immediately prior to the first full pay period after the employee becomes a participating member of the Retirement System.

Section 7. Seasonal employees on offseason status ~~not currently employed~~ shall be treated as internal candidates for any jobs they apply for within their Agency, ~~even between seasons, so long as they have recall rights.~~

Section 8. In the event a seasonal employee works less than eighty (80) paid regular hours in a calendar month, the employee shall be allowed to use available accrued leave to maintain eligibility for health insurance.

Section-89. Intermittent Appointments.

(a) Only the following seasonal, part-time, or unfunded positions may be designated as intermittent positions in that work assigned to these positions is available on an irregularly fluctuating basis because of conditions beyond the control of the Appointing Authority: Employment Department, ODHS Children, Adult, and Family-related services and programs, OYA Administration and Field Services (on-call and unfunded positions), Oregon Department of Forestry (co-op positions, Forest Lookouts, and Schroeder Seed Orchard), Department of Education (relief workers at the School for the Deaf).

- (b) A person appointed to an intermittent position during the term of this Agreement shall be informed in writing at the time of appointment that the position has been designated as an intermittent position and that the employee may expect to work only when work is available. A person who is appointed to an intermittent position may be scheduled for work at the discretion of the supervisor when the workload for the position so justifies without any penalty pay provision for short notice.
- (c) The unscheduling of an employee appointed to an intermittent position shall not be considered a layoff. Whenever possible, an intermittent employee shall be given ten (10) calendar days notice of scheduling and unscheduling of work. When such notice cannot be given, such employees may be unscheduled without advance notice. The Agency shall not use unscheduling of work as a method of unofficially disciplining or discharging intermittent employees.
- (d) Intermittent employees will be scheduled and unscheduled for work in seniority order by work unit.
- (e) Except as specifically modified above, intermittent employees shall have all the rights and privileges of seasonal employees.

REV: 2015, 2019

Additional Articles with needed changes to account for these seasonal updates:

• Article 45.3 (housekeeping)

○ AB, section 3 c Seasonal employees ~~not currently employed with the Agency~~, who have recall rights, shall be eligible to apply for Agency promotional employment opportunities.

○ C, section 1 b Seasonal employees ~~not currently employed with the Agency~~, who have recall rights, shall be eligible to apply for Agency promotional employment opportunities.

• Article 55 – add something to note that when calculating anticipated work hours, the current season length is assumed to occur again for the employee the following season.

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

• Article 66 – strike all vacation carry over language for seasonals, they can simply carry it from season to season. I added language in 71 to offset this but we still need to clean up 66 once we get agreement in 71.

• Article 70 – Clean up geographic area definitions that are unique to seasonals and treat them differently.

ARTICLE 86--WORKLOAD PRIORITIZATION

Any employee may request assistance from their immediate supervisor in establishing or adjusting priorities in order to carry out their work assignment. The supervisor will take into account variables that impact the difficulty of assignments to the employee. The employee may request to have the response provided orally or in writing and the immediate supervisor will respond accordingly in a timely manner, unless such request is deemed to be inappropriate or excessive. **The response from the supervisor will include a clear prioritization of the employee's current workload and steps that are being taken to reduce the employee's workload.**

When an employee has requested and received workload prioritization support from their supervisor, the supervisor will meet weekly with the employee to provide continuing support on the workload until it resolves.

1 **ARTICLE 101--SAFETY AND HEALTH**

2 **Section 1.** The Agency agrees to abide by standards of safety and health in accordance with the
3 Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991).

4 **Section 2.** The Agency agrees to comply with the provisions of OAR 437-002-0161 Subdivision
5 K, Medical Services and First Aid. The Agency shall provide first aid kits in all work areas
6 which include the items listed in Oregon Occupational Health Rules. These kits shall be
7 inspected periodically to insure their completeness.

8 **Section 3.** If an employee claims that an assigned job, vehicle, or equipment is unsafe or might
9 endanger their health, and for that reason refuses to do the job or use the vehicle or equipment,
10 the employee shall immediately give specific reason(s) in writing to their supervisor. If disputing
11 the employee's claim, the supervisor will request an immediate determination by the Agency
12 Safety Officer, or if none is available, by [Oregon Occupational Safety and Health Administration](#)
13 [\(OROSHA\) of the Department of Consumer & Business Services](#), as to whether the job, vehicle
14 or equipment is safe or unsafe. The supervisor will inform the employee of the disposition of the
15 claim.

16 **Section 4.** Pending the disposition of the claim, the employee shall be given another vehicle or
17 equipment or other work. If no work is available, the employee shall be sent home. Time lost by
18 the employee, as a result of refusal to perform work on the grounds that it is unsafe under
19 Oregon Safe Employment Act standards, shall not be paid by the Agency unless the employee's
20 claim is upheld by the Agency Safety Officer or the Department of Consumer & Business
21 Services.

22 **Section 5.** As provided by ORS 656.202, if in the conduct of official duties an employee is
23 exposed to serious communicable diseases or hazardous materials which would require

immunizations or testing, or which result in an illness or disability, the employee should file a workers' compensation claim for costs associated with the exposure, illness or disability. Time for immunizations or testing for an employee who is exposed to a serious communicable disease on the job, and which is not covered by the employee's workers' compensation claim, shall be considered regular work activity. Immunizations or testing required by the Agency will be paid by the Agency without cost to the employee and without deduction from accrued sick leave. Where immunization or testing shall prevent or help prevent such disease from occurring, employees shall be granted accrued sick leave for the time off from work required for the immunization or testing.

Section 6. Employees shall be informed of any toxic or hazardous materials in the workplace in accordance with OAR 437-002-0360 29 CFR 1910.1200.

Section 7. Air Quality Index (AQI)

(a) The Air Quality Index (AQI) was developed by the US Environmental Protection Agency as an indicator of overall air quality and is based on the five (5) criteria pollutants regulated under the Clean Air Act: ground-level ozone, particulate matter, carbon monoxide, sulfur dioxide, and nitrogen dioxide. Employee exposure levels to wildfire smoke is determined by the current workplace ambient air concentration for particulate matter 2.5 (PM2.5), regardless of the concentrations for other pollutants.

(b) Outdoor Work and Air Quality. Employees who are required to work outside when outdoor air concentration for PM2.5 reach at or above 55.5

ug/m3 (equivalent to an AQI at or above 151) will be provided with the appropriate OSHA recommended safety equipment.

(c) When elevated AQI levels require a building closure or delayed opening,

Article 123-Inclement or Hazardous Conditions shall apply.

Section 8. The Employer is committed to a violence-free work environment and will take appropriate measures to promote a safe work environment, pursuant to agency or the statewide Violence-Free Workplace Policy (50.010.02) whichever is appropriate.

Section 9. The Employer is committed to taking appropriate measures in creating and maintaining a professional workplace that is respectful, professional and free from inappropriate workplace behavior, pursuant to the statewide Maintaining a Professional Workplace Policy (50.010.03). Each Agency will maintain an internal complaint procedure that includes an escalation process. **This internal complaint procedure shall include the ability for employees**

to report inappropriate workplace behavior specific to their protected class(es). Nothing will prohibit the employee from filing the complaint through multiple processes and/or filing a grievance at the same time. The internal complaint procedure will be included in new

employee onboarding. No employee shall be subject to retaliation for filing a complaint, providing a statement, or otherwise participating in the administration of this process.

Employees who have filed complaints against their direct supervisors shall be moved to a different supervisor for the course of the investigation. Any alleged violations of the

statewide Maintaining a Professional Workplace Policy are not subject to the grievance and arbitration procedure outlined in Article 21. **However, the employee's steward shall be able to request the investigatory file for the investigation upon its conclusion.**

Section 10. Where appropriate, the Agency will provide trauma training and critical-incident stress debriefing. If the Union believes that additional employees in their Agency need trauma training, the issue shall be addressed through Agency Labor/Management Committees.

Section 11. The Employer will research the ability to provide employees access to the Mental Health First Aid Training. The Employer shall provide the Union with the research obtained and will notify the Union regarding the State's ability to provide access to the Mental Health First Aid training on a statewide basis by December 31, 2023.

(See Letter of Agreement [101.00-21-393](#) in Appendix A.)

1 **ARTICLE 101T--SAFETY AND HEALTH (Temporary Employees)**

2 **Section 1.** The Agency agrees to abide by standards of safety and health in accordance with the
3 Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991).

4 **Section 2.** The Employer is committed to taking appropriate measures in creating and
5 maintaining a professional workplace that is respectful, professional and free from inappropriate
6 workplace behavior, pursuant to the statewide Maintaining a Professional Workplace Policy
7 (50.010.03). Each Agency will maintain an internal complaint procedure that includes an
8 escalation process. **This internal complaint procedure shall include the ability for employees**

9 **to report inappropriate workplace behavior specific to their protected class(es). Nothing**
10 **will prohibit the employee from filing the complaint through multiple processes and/or**

11 **filing a grievance at the same time.** The internal complaint procedure will be included in new
12 employee onboarding. No employee shall be subject to retaliation for filing a complaint,
13 providing a statement, or otherwise participating in the administration of this process.

14 **Employees who have filed complaints against their direct supervisors shall be moved to a**
15 **different supervisor for the course of the investigation.** Any alleged violations of the

16 statewide Maintaining a Professional Workplace Policy are not subject to the grievance and
17 arbitration procedure outlined in [Article 21](#). **However, the employee's steward shall be able to**
18 **request the investigatory file for the investigation upon its conclusion.**

19 **Section 3.** Where appropriate, the Agency will provide trauma training and critical incident
20 stress debriefing. If the Union believes that additional employees in their Agency need trauma
21 training, the issue shall be addressed through Agency Labor/Management Committees.

22 **Section 4. Air Quality Index (AQI).**

- 23 (a) The Air Quality Index (AQI) was developed by the US Environmental
24 Protection Agency as an indicator of overall air quality and is based on
25 the five (5) criteria pollutants regulated under the Clean Air Act: ground-
26 level ozone, particulate matter, carbon monoxide, sulfur dioxide, and
27 nitrogen dioxide. Employee exposure levels to wildfire smoke is
28 determined by the current workplace ambient air concentration for
29 particulate matter 2.5 (PM2.5), regardless of the concentrations for other
30 pollutants.
- 31 (b) Outdoor Work and Air Quality. Employees who are required to work
32 outside when outdoor air concentration for PM2.5 reach at or above 55.5
33 ug/m3 (equivalent to an AQI at or above 151) will be provided with the
34 appropriate OSHA recommended safety equipment.
- 35 (c) When elevated AQI levels require a building closure or delayed opening,
36 Article 123-Inclement or Hazardous Conditions shall apply.
37

1 **ARTICLE 121--EDUCATION, TRAINING, AND DEVELOPMENT**

2 **Section 1. Job Rotation. If an employee who works a job rotation is hired directly into**
3 **the position they were on rotation in, time served in the job rotation shall count towards**
4 **the required trial service period in the permanent position. If the job rotation was equal to**
5 **or longer than the required trial service period, they shall not be required to serve a trial**
6 **service period and shall be considered a regular status employee.**

7 **Section 2. Professional Licenses and Continuing Education. When an employee is required**
8 **by their classification specifications to hold a license and/or certification, the Employer**
9 **shall reimburse the costs of maintaining that license including continuing education units.**

10 ~~The Agency agrees to offer on an on going basis to employees, the training program~~
11 ~~developed by Oregon OSHA entitled "Violence in the Workplace," or some other suitable~~
12 ~~Agency program, as determined by the Agency.~~

13 ~~Employees authorized to attend the training during their scheduled shift will be on paid release~~
14 ~~time not to include overtime.~~

15 (See Letter of Agreement [121.00-21-395](#) in Appendix A.)

**ARTICLE 133--DOMESTIC VIOLENCE, SEXUAL ASSAULT, STALKING OR HUMAN
TRAFFICKING VICTIM LEAVE**

Section 1. An employee is allowed to use accumulated leave or leave without pay if the employee or their dependent (including their adopted child, foster child or stepchild) is the victim of domestic violence, harassment, sexual assault, stalking, or human trafficking, as defined by ORS 659A.270.

Section 2. Pursuant to ORS 659A.283, eligible employees may take up to one-hundred and sixty (160) hours of leave with pay each calendar year. This leave with pay is in addition to any vacation, sick, personal business or other forms of paid or unpaid leave available to the eligible employee. ~~However, an eligible employee must exhaust all other forms of paid leave before the employee may use the one hundred and sixty (160) hours of paid leave.~~

Section 3. If certification is requested, the employee shall provide it to the Employer within a reasonable amount of time.

Section 4. An employee who claims to be aggrieved by an unlawful employment practice as specified in the policy may file a civil action under ORS 659A.885.

Section 5. The employer will work with the employee to accommodate needs for leave related to domestic violence, harassment, sexual assault, stalking or human trafficking prior to the employee being able to use leave pursuant to ORS 659A.283. All records and information kept by an agency regarding an employee's leave under this section, including documentation that shows an employee requested or obtained leave under this section of Article 133 are confidential.

22 **Section 6. If the alleged perpetrator of the harassment, sexual assault, or stalking is a state**
23 **employee, the victim will be notified if the perpetrator is returned to work. Management**
24 **will work with the victim to ensure their safety.**

25

ARTICLE 136--CRITICAL INCIDENT LEAVE

Any employee who, during the performance of their work, is directly involved in an incident of on-duty violence (directly involved means physically attacked or physically intervening in an attack of a staff member), will not be required to complete their workday and the employee will be paid for the remainder of their shift. ~~The employee shall be allowed time off immediately after the incident to recover from any physical or psychological impairment or disability caused by the action.~~

The employee shall be allowed additional time off after the incident to recover from any physical or psychological impact or disability caused by the action. Such leave shall be charged against any accumulated time the employee has earned. The employee may decide the type of accumulated time against which this leave shall be charged. If the employee does not have accumulated time earned, the employee may utilize authorized leave without pay.

However, where an employee is receiving compensation through Workers' Compensation or other victim compensation relief, such charges will be made on a pro-rata basis not to exceed the employee's regular salary.

Any period of time beyond three (3) ~~calendar~~ **business** days necessary for purposes of readjustment shall be determined by the employee's physician or mental health practitioner.

NEW LOA

Housing Assistance

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

Creating housing stability for employees creates workforce stability for the Employer. In order to help create stability for its employees, the Employer will create short term loans to fund all or part of the upfront costs (e.g. first and last month's rent and deposit) of moving into a new rental property or that directly reduces monthly mortgage payments, making homes more affordable. By helping with these initial costs, employees who may have otherwise not had access to a rental property now will and employees that could not afford the upfront cost of purchasing a home now will.

- The Housing Assistance Fund (referred to moving forward as the fund) will be administered through the State Worker Training Trust.
- SEIU-represented employees will be eligible to apply to the fund in order to receive up to the full cost of their first and last month's rent and deposit when moving into a new rental or to buy down interest rates by subsidizing a portion of the interest, lowering monthly payments for homeowners.
- A joint labor management committee comprised of six (6) members, with three (3) members appointed by the Union and three (3) management representatives will be established to create eligibility requirements for the program and the application process. The Union and the State may have additional staff work with the committee. This work will be completed by September 1, 2026. Applications to utilize the fund will be administered by the State Worker Training Trust to eligible applicants on a first come, first serve basis.
- By December 1, 2026, the Employer will create the Housing Assistance Fund of ten million dollars (\$10,000,000).
- The fund will be ready to accept application and disburse money by January 1, 2027.

2025-2027 STATE OF OREGON and SEIU Central Table
Union Initial Proposal
04/09/2025

NEW LOA

Immigration Related Leave

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

The Employer shall not penalize an employee for an absence related to attendance of any immigration-related appointment, interview, or proceeding for themselves or their spouse or children (or equivalent for domestic partners) . Upon request, employees shall be released for up to a total of five (5) paid working days during the term of this Agreement in order to attend such immigration-related matters for the employee.

If an extended leave of absence is necessary, the Employer shall reinstate any employee who is absent from work due to court or agency proceedings relating to immigration matters and who returns to work within six (6) months of commencement of an extended absence. The Employer shall not withhold a reasonable extension of the initial period of absence if the request is made within the six (6) month period. The Employer may require documentation of appearance at such proceedings. The employee shall not be entitled to benefit accrual during the above leave period.

LETTER OF AGREEMENT 00.00-19-369

ADA Accommodations

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

The Americans with Disabilities Act (ADA) is a federal civil rights statute in place to remove barriers that prevent qualified people with disabilities from enjoying the same employment opportunities available to people without disabilities. As the Employer and the Union are both committed to people receiving the accommodations they need to be a successful employee, the Employer agrees to ensure that information regarding the ADA and any Agency-specific procedures for requesting reasonable accommodations is readily accessible to employees via the Agency's bulletin boards and/or public or intranet website

In addition,

- The Employer will acknowledge in writing all written requests for accommodations made under policy 50.020.10 within seven (7) calendar days of receiving them.
- At an employee's request, a steward may be present to support the employee at the interactive meeting.
- The Employer will review and respond to the ADA request in a timely manner. Once the Employer has received all of the necessary documentation relating to the ADA request, the Employer shall respond to the ADA request within thirty (30) calendar days. If an extension is needed, the Employer will notify the employee.

- In the event the Employer denies an ADA request, the Employer shall provide a written response ~~that explains~~^{ings} the reason for the denial **that outlines the undue burden the accommodation would present and other reasons for the denial** .
- If an Agency does not adhere to the timelines required in the Letter of Agreement, an employee may utilize the grievance and arbitration procedure outlined in [Article 21](#). Any other application of this LOA shall not be subject to the grievance and arbitration procedure, including the Agency's decision regarding the employee's specific ADA accommodation request.

LETTER OF AGREEMENT 22.00-23-463

Article 22 & 22T—No Discrimination**Equity and Non-Discrimination Initiative**

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).

To better understand the factors that might prevent the State of Oregon from retaining an ethnically and culturally diverse workforce, the Parties agree to the following:

1. Stewards:

a. Stewards shall be allowed paid time to be present upon request when an employee is reporting what they believe to be discrimination, workplace harassment, workplace intimidation, sexual harassment or sexual assault through the process set forth in DAS policy or filing grievances under Article 22 and Article 22T **and when an employee is filing a complaint under Article 101 Section 9 that involves a protected class.**

b. The Union will provide the State with a list of stewards trained to handle equity issues. These stewards shall be allowed to work with employees on paid time pursuant to 1(a). Every Agency may have one (1) steward and Agencies that have over two thousand (2,000) represented employees may have two (2) stewards. Stewards shall work with employees within their own Agency, unless a trained steward does not exist within the Agency, or, there is a conflict.

2. Equity Review Committee.

- a. By January 1, 2024, the Parties will establish a statewide Equity Review Committee. The committee would be comprised of eight (8) members, with four (4) members appointed by the Union and four (4) management representatives. There will be one (1) union co-chair of the committee and one (1) management co-chair. The Union and the State may have additional staff work with the committee.
- b. The committee will meet on at least a quarterly basis.
- c. On a quarterly basis, the committee will receive, ~~in a de-identified format~~, the following data:
- i. A list of employees who promoted within the Agency, including their race/ethnicity (if known), age, gender identity, (if known), **disability status (if known), veteran status (if known)**, and any other known protected class(es) that may apply. **(For each Agency on the list, the committee will also receive data on the current make-up of the Agency for any protected class).**
 - ii. A list of employees who separated from state service within the Agency, including the reason for separation, their race/ethnicity (if known), age, gender identity (if known), **disability status (if known), veteran status (if known)**, and any other known protected class(es) that may apply. **(For each Agency on the list, the committee will also receive data on the current make-up of the Agency for any protected class).**
 - iii. A statewide report that provides a summary of all personnel investigations initiated by all state agencies that would include the following:
 1. Allegation category (categories supplied by DAS)
 2. Date agency was aware of the allegation
 3. Date investigation was initiated/concluded

47 4. ~~Disposition~~ **Determination and outcome** of investigation

48 5. Special notes (i.e., delayed for criminal investigation, employee resigned during
49 investigation, investigation assumed by third party)

50 d. Committee members will actively discuss the data they receive and will submit a report on
51 a quarterly basis to the Workplace Investigations Advisory Group. The report will identify
52 any potential enterprise level trends, potential individual agency trends, concerns, and
53 recommendations.

54 e. Committee members will be on paid status and shall be reimbursed for authorized travel
55 expenses as per State Travel Policy. Agencies will not incur any overtime as a result of
56 Committee meetings or travel. Flexing schedules will be allowed to avoid overtime.

57
58 This Agreement shall sunset on June 30, ~~2027~~ 2025, unless mutually agreed to continue.

1 LETTER OF AGREEMENT 00.00-19-362

2 State Worker Training Fund

3
4 This Letter of Agreement is between the State of Oregon, acting through its Department of
5 Administrative Services (DAS), and the SEIU Local 503, OPEU (Union).
6

7 The Parties recognize that both the State and its workers benefit from workers understanding their
8 different health care options understanding their retirement benefits and finding solutions to
9 increase wellness, safety and equity in the workplace
10

11 Therefore, the State of Oregon, along with participating union will work together to come up with
12 creative and long-term solutions by working in collaboration to develop and deliver the trainings.
13

14 In order to accomplish these goals, the Parties will:

- 15 • Maintain a State Worker Training and Education Fund (“Oregon Union’s State Worker
16 Training and Education Fund”), appoint the State Worker Fund governing board of trustees
17 of ten (10) people with equal representation from union representatives and Employers,
18 and hire a qualified leader (“Director”) to report to such board of trustees.

- 19 ○ Union Representatives will be split proportionally between participating labor
20 unions.
21

22 The State Worker Training Fund will deliver trainings and programs on:

○ Uplift Oregon Benefits Workshop. 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 the training to make a presentation for the purpose of identifying the organization's representation status, organizational benefits, facilities, related information and distributing and collecting membership applications.

- Organizational Equity and Inclusion. Creating trainings focused on ensuring nondiscrimination and best practices to equity and inclusion in the workplace.
- Wellness. The wellness initiatives should focus on agencies where there are clear challenges identified by management and bargaining unit. The trust shall identify one (1) Agency to pilot the wellness initiative.
- **Career Mobility. The career mobility initiative should focus on providing education for current employees that will enable participants to promote within the State. The Board of Directors will work with the State to identify target classifications for this program on an annual basis. The State will provide two million dollars (\$2,000,000) per biennium to the State Worker Training Fund to fund the initiative and tuition costs.**
- After a program is developed for the first **four (4)** ~~three (3)~~ stated goals, the Board of Trustees will discuss other programs that potentially meet goals identified by the State and the Union.

46 The State further agrees to obtain and provide such data as may be required by the Training Trust
47 including, but not limited to, daily data feeds including employee name, employee identification
48 number, job title, manager name, and termination date. DAS Labor Relations will provide,
49 annually in July, an updated list of all agencies, boards and commissions included in the scope of
50 the Trust, along with the agency director contact information, number of employees in agency, HR
51 director, Finance Director (if applicable).

52
53 The Trust will produce an annual progress report beginning June 2021 that includes an operating
54 plan for the upcoming year and a report back on the operating benchmarks and metrics for approval
55 by the State's CCO and the Union's Executive Director.

1 **NEW ARTICLE**

2 **DIGNITY CLAUSE**

3 The State is committed to providing a workplace where all employees, regardless of the
4 employee's classification or pay status, are treated by supervisors and managers in a manner that
5 maintains generally accepted standards of human dignity and courtesy.

2025-2027 STATE OF OREGON and SEIU Central Table
Union Initial Proposal
04/09/2025

NEW LOA

32 Hour Workweek

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

For the 2026-2027 fiscal year, the State will conduct a pilot program for a thirty-two (32) hour workweek at two Agencies that employ SEIU-represented employees in order to assess if it could be expanded to the rest of the State.

By December 31, 2025, the Employer will determine which two Agencies will participate in the pilot program.

The State and the Union will work together in the 2026 Legislative Session to make any law changes that would be required for this pilot.

Effective July 1, 2026 and ending June 30, 2027, at the two selected Agencies, the normal, full-time workweek shall consist of thirty-two (32) hours. Part-time employees will work a normal work week as determined by their Full Time Equivalent (FTE) status. FTE is a unit of measure that indicates an employee's work status versus a thirty-two (32) hour work schedule. Upon the schedule change, an FTE of 1.0 is equivalent to an employee who normally works thirty-two (32) hours per week, while an FTE of .5 signals an employee who normally works sixteen (16) hours per week.

21 Part-time employees will not have their hours reduced due to the schedule change. Example: If
22 the employee works twenty-four (24) hours before the schedule change, they will continue to
23 work twenty-four (24) hours. The FTE status will be adjusted to reflect thirty-two (32) hours as
24 the full-time equivalency.

NEW LOA

Employee Monitoring

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

As the use of technology to monitor the Employee's property increases, so does their ability to monitor employees. In order to lessen the impact of this monitoring on employees, the Parties agree to the following:

1. Technologies utilized by the Employer to manage property including, but not limited to, fleet vehicles and phones, shall not be used to track the location or activity of their employees. Additionally, information obtained from these new technologies will not be used in the disciplinary process with employees.
2. The Employer will notify the Union whenever new video cameras are installed in any State-owned or leased properties. The Union retains the right to bargain over the impacts of the installation of those cameras.

2025-2027 STATE OF OREGON and SEIU Central Table
Union Initial Proposal
04/09/2025

NEW LOA

Employee Resource Groups

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

To help foster both an inclusive work environment for a diverse workforce as well as greater equity for all Oregonians served by the State, the Parties agree to the following:

1. This Letter of Agreement (LOA) establishes uniform practices for both the creation and governing of Employee Resource Groups (ERGs).
2. ERGs provide a safe and supportive network, typically organized around a shared identity to a) recruit and retain a diverse workforce; and b) to help the agency improve services to an underserved group. ERGs may offer such services as career development, seek job candidates for open positions, provide support, networking opportunities, mentoring, community engagement, input on safe and equitable services, and assistance in activities that promote cultural awareness and social justice.
3. By December 31, 2025, every agency will develop a process that employees can utilize to create ERGs at their Agency if one does not already exist.
4. Official ERG activities sanctioned by the agency policy shall be considered paid work time. Supervisors will encouraged to include an employee's participation in an ERG as part of the Employee Development Plan (EDP) and support an employee's participation in the ERG and its sanctioned activities:

- 23 a. Agencies shall allow employees who are regular members of the ERG the
24 ability to attend meetings and activities for the group, up to eight (8) hours per
25 month of work time. Reasonable travel time should be considered paid time in
26 addition to the eight (8) hour allowance depending on the distance and
27 location of the activity. Supervisors reserve the right to ask employees on a
28 one-time basis to not attend due to an emergency, coverage, or unavoidable
29 budgetary issue.
- 30 b. ERG Officers/Leadership shall be allowed an additional eight (8) hours a
31 month (for a total of sixteen (16) hours) to conduct ERG business on behalf of
32 the agency.
- 33 c. ERG participation will be taken into account in an employee's workload.

NEW LOA

Layoff Review Committee

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

The current layoff process has been in the collective bargaining agreement for a long time – in order to ensure that the process meets the needs of a changing workforce, the Parties agree to review the layoff process through the lens of the current make-up of State workers, the ways in which employees do their work, and the work that is being done.

The Parties agree to the following:

1. By December 1, 2025, the Parties will establish a layoff review committee. The committee will be comprised of eight (8) members with four (4) members appointed by the Union and four (4) management representatives.
2. By June 1, 2026 the committee will:
 - a. Review and evaluate the layoff process taking into consideration the work being done and the ways in which that work is being done.
 - b. Develop recommendations for modifications of the existing process.
3. By September 1, 2026, the recommendations will be shared with DAS CHRO and the Union.

- 21 4. Committee members will be on paid status and shall be reimbursed for authorized travel
22 expenses as per State Travel Policy. Agencies will not incur any overtime as a result of
23 Committee meetings or travel. Temporarily modifying schedules will be allowed to
24 avoid overtime.

25

NEW LOA

Paid Leave Oregon Contribution

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

Paid Leave Oregon allows for the Employer to pay the employee portion of the required contribution and many public employers are choosing to pay this portion. Therefore, beginning January 1, 2026, the Employer will pay both the Employer's contribution and the employee's share of the required contribution. The Employer will not deduct contributions from the employee's pay.

**NEW LETTER OF AGREEMENT
ARTICLE 85
Quarterly Check-In Form**

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 order to ensure that quarterly check-ins continue to be a beneficial process for both the employee and the Employer, the Employer and the Union agree to develop a mutually agreed upon form to be utilized by Agencies during the quarterly check-in process.

2025-2027 STATE OF OREGON and SEIU Central Table
Union Initial Proposal
04/09/2025

NEW LOA

Release of Pronouns

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

In order to protect the safety of its employees, the Employer will not release which pronouns an employee uses when they release information via outside information requests.

2025-2027 STATE OF OREGON and SEIU Central Table
Union Initial Proposal
04/09/2025

NEW LOA

Name Truncation

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

To protect the privacy and safety of employees:

1. Name badges, business cards, and any public-facing employee lists will show only an employee's first name and last initial as their name.
2. Notwithstanding any other provision of law, if a document, notice, letter, proceeding, or any other provision of law requires the name or address of an employee of the state of Oregon for the employee's official duties, the agency shall redact the last name of the employee or substitute the agency address for the home address of the employee for safety reasons. In lieu of using a name, agencies may opt to use their Oregon ID number or official title in circumstances where it is sufficient for use in performing employees' duties in the regular course of business.
3. The Department of Administrative Services will update all official business email addresses for state employees to only first name and last initial, Employee Identification Number, or alternative.

NEW LOA

Workload Model

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

In recognition that workload has a significant impact on people's work lives but is very often hard to measure because there is no system for it, the Parties agree to the following:

1. By June 30, 2026, every Agency will develop a workload model for every SEIU-represented position in their Agency.
2. The workload models will be shared at Agency LMCs or a mutually agreed-upon committee. The Union and the Agency will mutually agree to the final version of the models by December 31, 2026.
3. The final mutually agreed models will be available for employees to reference for their position.

SEIU Central Table/DAS Letters of Agreement 2025-2027

Initial List as of 04/09/2025

1. Continue as LOA
2. Sunset
3. Incorporate into Contract
4. Continue as Modified
5. Incorporate as Modified

NUMBER	TITLE	UNIT	UNION	MGT	COMMENTS
10.1M-05-119	Clarification of Intent Concerning Union Rights	ODHS/OHA			
10.1-23-458	Seniority List	ODHS/OHA			
10.2ACH-19-371	Union Representation on Hiring Panels	OSH/OYA/PC			
21.1C-99-07	Grievance and Arbitration Procedure	Employment			
22.00-23-461	Alleged Violations of A22 and A22T	ALL	2		
22.00-23-463	Equity and Non-Discrimination Initiative	ALL	4		
26.2A-23-448	Critical Need Incentive	OYA			
26.2A-24-479	Group Life Coordinator Staffing	OYA			
26.2C-23-450	Sexual Offending Treatment Program	OSH/OYA/PC			
26.2C-15-274	Licensed Clinical Social Work Differential	OSH/PC			
26.2C-19-340	Diff Pay: Leadworker	OSH			
26.6C-18-383	Diff Pay: Weekend Shift	OSH			
26-2C-19-358	Diff Pay: Institutional Training	OSH			
26.2C-21-412	Diff Pay: Clinical Supervision and Preceptorship	OSH			
26.2C-23-447	Diff Pay: Critical Need Incentive	OSH			
26.2C-23-449	Diff Pay: Critical Need and Shift Incentive LPNs	OSH			
26.3A-13-250	Diff Pay: Recruitment & Retention Differential—PSR4 DMV	ODOT/DMV			
26.3C-22-420	Diff Pay: Wildland Fire Dispatcher Diff	ODF			
26.5-21-407	Diff Pay: Leadworker Assignments	SAC			

SEIU Central Table/DAS Letters of Agreement 2025-2027

Initial List as of 04/09/2025

1. Continue as LOA
2. Sunset
3. Incorporate into Contract
4. Continue as Modified
5. Incorporate as Modified

NUMBER	TITLE	UNIT	UNION	MGT	COMMENTS
27.00-19-325	Pay Equity Adjustments (supersedes 27.00-18-310)	ALL	4		
27.00-19-364	PERS Pickup Transition (supersedes 27.00-17-295)	ALL	1		
27.00-23-464	Salary and Benefit Report	ALL	4		
27.00-23-465	One Time Payment COLA	ALL	2		
27.00-23-466	Pay Equity Partnership	ALL	2		
27.00-23-467	Salary Range Truncation	ALL	2		
27.00-24-486	2023-2025 Salary Selective Implementation	ALL	2		
27.2C-23-446	Clinical Psychologist 2 Forensic Evaluation Services	OSH			
27.5A-03-73	Coaching Pay Rates - Codifying Existing Pay Rates	ODE			
29.00-23-468	Biweekly Pay Period	ALL	2		
30.00-21-396	Payroll Computation Procedures	ALL	2		
31.00-13-248	PEBB Member Advisory Committee (PMAC)	ALL	1		
31.00-13-252	PEBB 2-15 Composite Rate Reduction/2014 COLA Timing	ALL	1		
32.1-21-402	Straight Time Payout	HSC			
32.1M-15-281	OT - Straight-Time Eligible Positions - DDS Medical Consultants	ODHS			
32.3AB-19-353	OT - Premium Pay	ODOT/OPRD			
32.3F-19-346	OT - Straight-Time Eligible Positions	DOGAMI			
34.1M-23-451	Standby Duty / On-Call Duty	ODHS/OHA			

SEIU Central Table/DAS Letters of Agreement 2025-2027

Initial List as of 04/09/2025

1. Continue as LOA
2. Sunset
3. Incorporate into Contract
4. Continue as Modified
5. Incorporate as Modified

NUMBER	TITLE	UNIT	UNION	MGT	COMMENTS
34.2C-18-326	Standby Duty: Pharmacy Program	OSH			
34.3E-20-387	Standby Duty: Hatcheries	ODFW			
35.1M-23-469	Agency-Monitored / Recorded Phone CALLs	ODHS			
36.5D-19-337	Travel Policy Exemption Pay	OST			
40.3A-19-355	WS: Safety Show Up Compensation	ODOT			
40.3A-19-356	WS: Call Back Clarification	ODOT			
40.3A-23-476	WS: Show Up Compensation	ODOT			
45.00-09-175	Legislative Branch	ALL	1		
45.00-19-363	Position Reassignment over Fifty (50) Miles	ALL	1		
45.00-23-470	State Workforce Advisory Committee	ALL	2		
45.00-24-484	Office Specialist 1 Pilot	ALL			
45.2A-25-488	Assignment - ODOT Vocational Program	OYA			
45.2C-21-411	FOV: Tumble Protocol - Redistribution to units and shifts	OSH			
45.2K-24-481	ODHS Transfer to OYA	OYA			
49.1C-19-335	Trial Service Business and Employment Svc Spec (Supersedes 49.1C-01-63)	Employment			
56.00-24-485	Paid Leave Oregon	ALL			
66.2H-20-381	Vacation Scheduling	PC			
73.5A-23-452	Academic Year Pay Options Committee	ODE/OSD			

SEIU Central Table/DAS Letters of Agreement 2025-2027

Initial List as of 04/09/2025

1. Continue as LOA
2. Sunset
3. Incorporate into Contract
4. Continue as Modified
5. Incorporate as Modified

NUMBER	TITLE	UNIT	UNION	MGT	COMMENTS
80.00-23-462	Position Management Process Committee	ALL	2		
80.00-24-487	Social Services Specialist Class Study	ODHS			
90.2A-24-482	GLC Shift Bidding	OYA			
90.2AI-24-480	GLC Campus Relief Shift Bidding	OYA			
90.5H-22-433	MOU 90.5H Work Schedules Weekend Maintenance Work and Extreme Time-Sensitive or Catastrophic Events DOJ	DOJ			Not in CBA
101.00-21-393	Committee on Truncated Names	ALL			
101.5QV-21-409	Safety and Health	DCBS, WCB/OHA			
101.5QV-23-478	Elevator Accessibility	DCBS, WCB			
106.1C-21-403	LMC: Metrics Collaboration	OED			
107.1CM-23-459	LMC: Physical Assault	HSC			
107.2CH-19-341	Job Protection for On-The-Job Illness or Injury	OHA			
121.00-21-395	Trauma-Informed and Suicide Prevention Training	ALL	1		
121-2ACH-19-347	Education, Training and Development Computer Access	OSH/PC/OYA			
121.2ACH-23-454	Continuing Education for Clinical Psychologists, Psychiatric Social Workers and Behavioral Health Specialists	OSH/PC/OYA			
122-3B-11-207	Uniforms, Protective Clothing - Boot Allowance Eligibility Education	OPRD			
123.00-19-329	Inclement or Hazardous Conditions OHA Public Health Division	OHA			

SEIU Central Table/DAS Letters of Agreement 2025-2027

Initial List as of 04/09/2025

1. Continue as LOA
2. Sunset
3. Incorporate into Contract
4. Continue as Modified
5. Incorporate as Modified

NUMBER	TITLE	UNIT	UNION	MGT	COMMENTS
132.1M-18-313	CRC: Criminal Records Check	OED			
132.1M-18-321	CRC: DDS Tier 2 - Public Trust Background Investigation	ODHS			
132.1M-21-417	CRC: Background Checks	OHA			
132.1M-22-436	CRC: ODHS Article 132	ODHS			Not in CBA
132.3A-20-390	CJIS Clearance	ODOT			
132.5E-19-373	Criminal Background Checks	DAS			
132.5H-18-323	Criminal Background Checks	DOJ			
132.5N-17-299	Criminal Background Checks	DOR			
138.00-23-490	Remote Work Resources Committee	ALL	1		
00.00-99-45	Employee Recognition	ODHS/DDS			
00.00-99-51	Child Welfare Partnership	PSU/ODHS			
00.00-05-137	Work Capacity Testing	ODFW			
00.00-09-166	Performance Incentive Awards for Veterans	Employment			
00.00-16-293	Temporary Lodging of Children	ODHS			
00.00-19-338	CDL Differential	ODFW			
00.00-19-343	Joint Wellness Committee	ODHS/OHA			
00.00-19-344	Trauma-Informed Training	ODHS			
00.00-19-361	Contract Specialist	ALL	1		
00.00-19-362	State Worker Training Trust	ALL	4		

SEIU Central Table/DAS Letters of Agreement 2025-2027

Initial List as of 04/09/2025

1. Continue as LOA
2. Sunset
3. Incorporate into Contract
4. Continue as Modified
5. Incorporate as Modified

NUMBER	TITLE	UNIT	UNION	MGT	COMMENTS
00.00-19-365	Child Welfare Caseload	ODHS			
00.00-19-366	Child Welfare Partnership	ODHS			
00.00-19-367	Child Welfare Reporting	ODHS			
00.00-19-369	ADA Accommodations	ALL	4		
00.00-21-399	Commercial Driver's License (CDL) Reimbursement	OPRD			
00.00-21-404	Workload (ODHS/OHA)	ODHS/OHA			
00.00-21-406	ODFW CDL Driver Training	ODFW			
00.00-23-472	Job Interviews Temporary Employees	ALL	1		
00.00-23-455	Footwear Reimbursement	AG/WRD/OWE B			
00.00-23-456	Gender Discrimination and Sexual Harassment	ODF/OPRD			
00.00-23-457	Housing Review	ODF/OPRD			
00.00-23-474	A27: Selective Salary Increases and A121	ALL	2		
00.00-23-475	Career Mobility Interview Leave	ALL	1		
00.00-23-491	Reclassification and Vacancy Reporting	OHA			(Number should be 00.00-23-460)