



# MANAGEMENT INSIGHT

*Employee Relations Newsletter*

MARCH 2008

[DAS Human Resource Services Division](#)

## INSIDE THIS ISSUE

### Back to Basics

Trial Service Extensions for Represented Employees [1](#)

### Arbitration & Case Summaries

*AFSCME and DOC* Employee Dismissal [3](#)

*SEIU and DOR* Reclassification [7](#)

HRSD Staffing Update [9](#)

Plain Language Bill [10](#)

State Recruitment Improvement Project [10](#)

LRU Contract Assignments [11](#)

HRSD Sections [12](#)

### Distribution:

Executive & Management Service Employees

Comments or Suggestions—  
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## BACK TO BASICS

### TRIAL SERVICE EXTENSIONS FOR REPRESENTED EMPLOYEES

Under the state’s collective bargaining agreements, the time immediately following appointment to a position (whether by initial appointment or promotion) is generally referred to as “trial service.” Unless specified otherwise, the most common trial service period is up to six months for full time employees and 1,040 hours for part-time employees. Since this period is recognized as an extension of the selection process, removals during trial service are not subject to the contractual just cause standard or grievance procedures.

Occasionally, an agency is unable to determine suitability for a position within the trial service time-frame. In such instances, designated agency personnel may contact their assigned DAS labor relations manager to request a trial service extension.

Factors to remember in making trial service extension requests:

1. Work with the employee about his or her performance problems early on, so that the employee has adequate time to demonstrate improvement. A request for trial service extension should come as no surprise to the employee.
2. Generally, a trial service extension requires the negotiation of a letter of agreement (LOA) because the extension would result in a trial service period longer than the period specified in the applicable collective bargaining contract. Please refer to your agency’s contract for possible exceptions to this general rule (such as an automatic extension when the trial service employee is on cumulative leave without pay in excess of a specified number of days). When an LOA is required, **it is crucial that your labor relations manager be allowed sufficient time (minimum of one month recommended) to prepare and negotiate the agreement.** This lead time is also needed by the union, which usually has an internal process which must be completed before the union will agree to the requested extension (and which often includes contacting the employee in question). It is unlikely that the Labor Relations Unit will be able to negotiate a trial service extension LOA on short notice.
3. Should an agency fail to provide timely notice to an employee that he or she is being removed from trial service, such a failure would likely result in that employee being deemed to have successfully completed trial service.
4. A request for a trial service extension must be in writing (e-mail OK) and contain the following information: (1) the employee’s name; (2)

*(Continued on page 2)*

(Continued from page 1)

position held; (3) duty station; (4) length of trial service period and current end date; (5) amount of extension necessary; (6) justification for the requested extension; and (7) confirmation that the employee is aware of the need for the request and is in agreement with the trial service extension. Providing additional information, such as the name and phone number of the local steward will also help to expedite the processing of an extension request. Generally, a statement that "the manager has not had time to evaluate the employee" is insufficient to justify a trial service extension.

#### HELPFUL HINT

##### *Trial Service - Promotions and Lateral Transfers*

A represented state employee transferring from one state position to another may be required to complete a new period of trial service in the new position if the transfer is promotional or if the new position is in a different bargaining unit. Where such a transfer is promotional in nature and the employee is removed from the new position during trial service, the employee may have return rights back to his or her former position or classification, depending on the contract provision covering the former position. Where such a transfer is lateral in nature and to a position in a different bargaining unit, if the employee is removed from the new position during trial service, the employee generally has no guaranteed right to return to his or her former position. As such, the employee would likely become unemployed, irrespective of his or her having achieved regular status in the former position. Finally, a lateral transfer to a position which is in the same bargaining unit as the *former* position generally does not require that the employee serve a new trial service period.

\*For Management Service and Unrepresented Employees see policy 40.065.01

## BARGAINING CONCEPTS

In April, the Labor Relations Unit will be distributing forms to personnel managers which request information regarding proposed agency bargaining concepts. This process gives state agencies the opportunity to identify problem areas in their collective bargaining agreements and to propose solutions. It also allows agencies to suggest needed revisions and additions to their contracts. Agencies will be asked to return bargaining concept forms to the LRU by May 31, 2008.

Any state supervisor who has a concern with an area of bargaining should raise the concern *through the appropriate management chain of command*. If you did not get a bargaining concept form and would like to contribute to this process, please contact your agency's HR department.

It is not appropriate for management service employees to address bargaining concerns directly with public employee unions or bargaining unit members. It is also inappropriate for union members to assist in the preparation of bargaining concept forms. These are confidential documents intended to assist management in preparing for 2009-11 collective bargaining negotiations. Those involved in their preparation may subsequently be called upon to testify about bargaining intent at an arbitration hearing.

## ARBITRATION & CASE SUMMARIES



**In the Matter of the Arbitration Between the American Federation of State, County and Municipal Employees and the State of Oregon, Department of Corrections, Snake River Correctional Institution (Arbitrator, Ronald Miller; January 23, 2008)**

The Employee was dismissed for serious misconduct and clear and convincing evidence supported a number of the charges against her. However, the investigation leading to the Employee's dismissal had serious deficiencies which made the process fundamentally unfair. As such, the Employee was denied due process and the collective bargaining agreement's just cause standard was not met. Taking this denial of due process into account, the Arbitrator retracted the dismissal and restored the Employee to her position, but without back pay (ordering that the time period away from the job be recorded as a disciplinary suspension). Seniority and benefits were restored, with the exception of health insurance, the restoration of which was left subject to PEBB and Regence BC/BS contract provisions.

**Facts:** The grievant (Employee) has worked for the Department of Corrections (DOC) as an Office Specialist 2 since March 20, 1998. She was dismissed on July 19, 2007 from her position in the Snake Correctional Institution (SRCI) mailroom. During her tenure as a DOC employee, she was never disciplined and at various times served as lead worker and acting supervisor of the SRCI mailroom.

The Notice of Dismissal was supported by four "Established Charges" including:

- 1). Exposing her breast at the worksite, on work time, to and in front of other DOC staff members;
- 2). Being untruthful when asked whether she had exposed her breast to other staff members on the alleged date;
- 3). Being untruthful to DOC staff and employees of Regence BC/BS on numerous occasions regarding her status/relationship with her former husband; and
- 4). Falsifying by affidavit, a document stating that she and her former husband were living together in a domestic partnership.

**Question Presented:** Did DOC dismiss Employee with just cause? If not, what is the appropriate remedy?

**Discussion and Ruling:** The Arbitrator began his analysis by explaining that the Employer has the burden of proof in this case. He also noted that he would apply the "seven tests of just cause" to the facts. Regarding the quantum of proof, the Union argued that proof "beyond a reasonable doubt" should be the standard

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*"Did DOC dismiss Employee with just cause? If not, what is the appropriate remedy?"*



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of proof in light of fraud allegations which were originally made against Employee (and later removed from the charging allegations). The Arbitrator decided against the Union on this issue, since the charges, as modified, do not require that the Employer prove fraud. Rather, the modified charges "... focus on two categories: (1) untruthfulness, and (2) exposure of [Employee's] breast to co-workers." The Employer also modified another allegation against Employee from "you unlawfully swore, by affidavit" to "you falsely certified, by affidavit." However, in light of the fact that the charges against Employee "have moral and employment implications for [Employee] inside and outside the workplace," the Arbitrator chose to use "a high standard of proof," clear and convincing evidence.

The Arbitrator next addressed the "foreknowledge" requirement of the seven tests of just cause. In doing so, the Arbitrator found that based on Employee's workplace training and experience she "knew or should have known that untruthfulness and exposure of a breast to co-workers would violate the Code of Ethics and/or the Code of Conduct, and could be the basis for discipline." Moreover, she had signed a copy of the Code of Ethics affirming that she "will be honest and truthful."

The Arbitrator next turned to the adequacy of the DOC investigations regarding the Employee's alleged untruthfulness in connection with her health insurance forms and the allegation of breast exposure. The health insurance -- untruthfulness issue concerned representations on Employee's health insurance forms regarding the existence of a domestic partnership. The Employer chose to rely on an investigation conducted by the insurance carrier which disputed Employee's representations. The Arbitrator noted that such reliance is not "inherently wrong" but also explained that, "... in doing so, the employer takes on a degree of responsibility for the accuracy and completeness of that information." And, in this case, the Arbitrator found that the insurance company's report was inaccurate. Compounding this problem, the Employer did not interview Employee until after she was issued the pre-dismissal notice. The Arbitrator concluded that, "The Employer did not conduct a thorough and fair investigation concerning these allegations."

The DOC investigation of the breast exposure incident included interviews of a number of witnesses as well as Employee. The Arbitrator concluded that this investigation was "... thorough and fair."

The Arbitrator next addressed the "proven intentional misconduct." Citing the record, the Arbitrator concluded that it "clearly and convincingly shows that [Employee] was intentionally untruthful on four occasions." These included intentional misrepresentations which were made to obtain and maintain health insurance coverage for her ex-husband and his son. However, because of the lack of an independent and thorough investigation by the Employer, its burden of proving that Employee was untruthful about being a domestic partner with her ex-husband during the time period in question was not met.

The next issue considered by the Arbitrator was that of the breast exposure.

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Based on the testimony of two unbiased eye witnesses, the evidence was clear and convincing that the Employee exposed her left breast to co-workers in the SRCI mailroom. She did this to exhibit her nipple ring during a conversation about body piercing she was having with one of the co-workers. Noting that the mailroom environment is “sexually charged by the nature of the work, and some sexually specific banter was tolerated...” the Arbitrator concluded that these conditions did not condone the Employee exposing her breast to co-workers. (Employees in the SRCI mailroom process and apply DOC standards to magazines and materials, which include documents pornographic in nature, to determine whether they are allowable inside the prison).

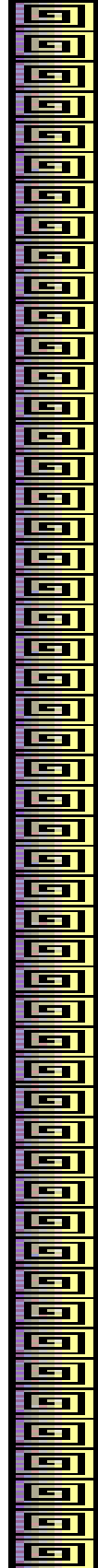
Regarding the level of discipline, the Arbitrator found clear and convincing evidence that, “as charged in the notice of dismissal,” the Employee “was untruthful, and exposed her breast to co-workers.” In each instance, “her conduct was intentional. She knew or should have known that untruthfulness and exposure of a breast to co-workers would violate the Code of Ethics and/or the Code of Conduct, and could be the basis for discipline.” The Arbitrator found the misconduct (of Employee) warrants severe discipline. Although the Employee was never disciplined, received “exceeds expectations” in work performance, and was acting mailroom supervisor or lead worker at various times, the Employee’s employment record, by itself did not mitigate discipline for the serious misconduct.

Due process is an integral part of just cause, and a thorough and fair investigation before an Employer takes disciplinary action is an essential element of due process. When there are serious deficiencies in an investigation leading to discipline, the just cause standard has not been met. In this matter, the process leading to the Employee’s dismissal was not fundamentally fair because it was not reasonably thorough. The just cause standard for discipline was not met.

The Employee was intentionally untruthful on four occasions related to dependent health insurance coverage, exposed her breast to co-workers, and was untruthful about this as well. The serious misconduct warranted severe discipline; however, the level of discipline for all elements of the Employee’s misconduct must, “take into account that [Employee] was denied a basic component of due process; the Employer’s investigation related to the health insurance allegations was not thorough and fair.”

The Arbitrator concluded that the discipline of dismissal should be retracted. The grievance was sustained in part. Employee was returned on or before February 11, 2007 to her former job classification, without back pay, but with seniority and benefits restored. The order did not “include reinstatement of health insurance; any reinstatement of that benefit is to be decided in accordance with the provisions of the contract between the Public Employees’ Benefit Board and Regence BC/BS.” The time period from July 19, 2007 to

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the return to DOC employment date (February 11, 2008) “shall be recorded as a disciplinary suspension.”

### **HELPFUL HINT...**

**Burden of Proof** -- In general, the party having the burden of proof on an issue at an arbitration hearing has the duty to prove the facts necessary to establish the party’s position on the issue. The “burden” (also called the “burden of persuasion”) is to convince the arbitrator that the facts in question do or do not exist, or that they are or are not true. If the arbitrator is not so persuaded after the party having the burden of proof has presented his or her evidence, the arbitrator will generally rule against that party on the issue (finding that the party has not “sustained” their burden of proof).

In discipline and discharge arbitrations, the burden of proof is generally on the Employer to prove just cause for the action taken. In contract interpretation cases, the party asserting the interpretation in question (usually the grievant) generally has the burden of proof on that issue. In cases involving past practices, generally the party asserting the existence of a practice has the burden of proving it.

The *amount* of proof required for a party to prevail on an issue at an arbitration hearing is determined by the arbitrator. Often it is either a “preponderance of the evidence” or “clear and convincing evidence.” A preponderance of the evidence means the greater weight of the evidence, or “more likely than not” (e.g., 50.1 percent). Clear and convincing evidence is somewhat ill defined, but requires more than a preponderance of the evidence but less than “beyond a reasonable doubt” (the standard generally used in criminal cases).

*“Clear and convincing evidence is somewhat ill defined, but requires more than a preponderance of the evidence”*

## **ARBITRATION & CASE SUMMARIES**

**In the Arbitration between SEIU Local 503, OPEU and the State of Oregon, Department of Revenue**

**(Arbitrator: Mark S. Downing, January, 23, 2008)**

Thirty-four employees sought upward reclassification from the Administrative Specialist (AS)1 classification to Compliance Specialist (CS)1. To prevail, the employees had the burden of proving that the CS 1 classification more accurately depicts the overall assigned duties, authority and responsibilities of the employees’ positions. The Arbitrator found that the employees failed to meet this burden. He also found that the positions do not meet the CS 1 Class Specifications’ general description, and that the vast majority of the employees’ work time is spent on duties consistent with the AS 1 class. The Arbitrator denied the grievance and thereby upheld the Agency’s decision that AS 1 is the appropriate classification for the employees.



(Continued on page 7)

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**Facts:** The grievants are thirty-four employees (Employees) of the Department of Revenue, Personal Tax and Compliance Division (Agency). The Employees are divided into two sections, Collection and Filing Enforcement and Compliance. The dispute originated in May, 2005, when the Employees presented management with an updated position description (PD). Management implemented a new PD and in June 2005, and the Union filed a grievance arguing that the PD did not “delineate the duties currently assigned to [the] employees’ position .. .” Through collaborative efforts, the PD was revised and the grievance was resolved in November 2005.

Shortly after, the Employees filed a request for reclassification under Article 81 of the 2005-07 SEIU/DAS contract (Agreement), seeking to be reclassified to CS1. The request was denied by the Agency and appealed by the Union to the Labor Relations Unit. Pursuant to Article 81 of the Agreement, the dispute was referred to the Reclass/Reallocation Appeals Committee (Committee). The Committee’s initial decision found for the CS1 classification; however, as permitted by Article 81, the Agency requested reconsideration. Upon reconsideration, the Committee conducted a desk audit to clarify and confirm the current duties performed by the Employees and on June 2, 2006, the Committee reversed its earlier decision and found the AS1 class to be the best fit.

On August 23, 2006, the Employees filed a new request for reclassification under Article 81 of the Agreement, again seeking to be reclassified to CS1. This was based on the same PD previously submitted, reiterated arguments previously submitted, and included additional counter arguments to the Committee’s reconsideration decision.

The Agency denied the new request based on the final Committee decision. The Agency denial was appealed by the Union to the Labor Relations Unit and on January 11, 2007, the Union filed a notice of intent to arbitrate the dispute.

The PDs covering the Employees list two major duties: (1) Filing Enforcement (75% of Employees’ time), and (2) Taxpayer Assistance (20% of Employees’ time). The purpose of their position is to “Ensure taxpayer compliance with federal, state, and local laws by performing filing enforcement and other compliance-related activities.”

The 2005-07 collective bargaining agreement’s language (which controlled in this case since the dispute arose under it) did not prohibit Employees from filing a new reclassification request following a final Committee decision. *However, the 2007-09 collective bargaining agreement language was revised to prohibit re-filing a reclassification request unless there are changes in the duties or a revised classification is implemented.*

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**Question Presented:** Does the classification of AS1 or CS1 more accurately depict the overall assigned duties, authority, and responsibilities of the Employees' positions?

*“Does the classification of AS1 or CS1 more accurately depict the overall duties, authority, and responsibilities of the Employees' positions?”*

**Discussion and Ruling:** Arbitrator Downing began his analysis by explaining that the Agreement limits the Arbitrator's authority in a reclassification appeal. Article 81, Section 4 (c) of the Agreement provides that the Arbitrator shall allow the Agency's decision on the requested reclassification to stand, "... unless [the Arbitrator] concludes that the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities ...." Article 81, Section 1 (c), in turn, provides that the overall assigned duties, authority, and responsibilities are to be determined by the PD and other relevant evidence of duties assigned by the Agency. Article 81 also requires that a reclassification be based on a finding that the purpose of the Employees' jobs (determined by the statement of purpose and assigned duties of the Employees' PDs) is consistent with the concept of the proposed (CS1) class (determined by a review of the general description and distinguishing features of the class specification). Since this is a contract interpretation grievance, the Union has the burden of proof. The Union asserted that the initial decision of the Committee that the CS1 classification is the best fit for the Employees' positions was correct, and emphasized "that the grievants perform the 'higher-level skill of deciding compliance' ." The Employer argued that the AS1 class more accurately depicts the duties, as the Employees perform the specific administrative task of asking individuals to voluntarily file a state income tax return and do not have the authority to mandate compliance.

As required by Article 81, Arbitrator Downing reviewed the "general description" and "distinguishing features" sections of the AS1, AS2, CS1, and CS2 class specifications. The arbitrator reviewed the higher level classifications to gain a deeper understanding of the level of responsibility and scope of duties in the level 1 classification. Arbitrator Downing explained that, "...The AS1's class spec uses 'non-authority' type words. Employees... attempt to work with other individuals to resolve problems in a harmonious manner...engage in an exchange of views ...to reach an accord or agreement. The term 'coordinate' or its derivatives, is used three times in the AS1 class spec. The CS1 class spec uses terms such as 'decide compliance,' 'report non-compliance', and 'identify violations.'...The CS1 class spec uses 'authority' type words. Employees...have the power to make conclusive decisions and to require or force others to abide by their decisions." The CS1 class specification also states, "...employees find facts through...inspection of facilities...to report non-compliance with state programs."

Arbitrator Downing further compared the meaning of key terms in the AS1 class specification, such as administrative, coordinate, discuss, seek, resolve, and explain in contrast to the CS1 terms of decide, comply, violation, violate, and inspect.

Arbitrator Downing concluded that while the Employees "make various

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preliminary decisions or determinations in their attempts to gain voluntary compliance with tax laws,” they “do not have the power to conclude whether rules or requirements are followed.” The Employees “do not have authority to mandate compliance with state income tax laws” and therefore they do not “decide compliance” within the meaning of the CS1 class specification. Since the Union has failed to meet its burden of proof to show that the proposed class “more accurately depicts the overall assigned duties, authority, and responsibilities” of the Employees’ positions, “the decision of the [Agency] must stand.”

## LR STAFFING UPDATE

**Welcome** - Mary Beth Harper who joined the Labor Relations Unit on February 1, 2008 with an impressive and progressive career in labor relations representing both labor and management clientele in California and Michigan. She has held positions such as Director of Labor Relations at a large Michigan University, Legal Researcher for private law firms and Superior Court, San Diego Judicial, labor relations consultant for the National Education Association/California Teacher Association. Her most recent position was a Policy Specialist for the Oregon School Boards Association. Her duties at OSBA included developing and implementing a comprehensive policy for schools as well as reviewing and updating policies and procedures reflecting legislative changes.

**Welcome** - Patty Cuno who joined the Labor Relations Unit on October 1, 2007 and serves as Office Manager for the Labor Relations Unit (LRU). Patty comes to LRU from HRSD’s Human Resource Management and Consultation unit where she worked as HR Program Specialist for the unit.

**Welcome** - Glenn West who joined the Labor Relations Unit in August, 2006, on a job rotation from the DAS HRSD Management and Consultation Unit where he had served as the HR Manager for a number of boards and commissions simultaneously beginning in January, 2006. He was selected for a regular appointment as State Labor Relations Manager effective March, 2007. Glenn worked for two Minnesota state employee labor unions from 1984 through 2003, first as Sr. Union Business Representative, and second as Executive Director. He served 4 ½ years as an elected member of his local Wisconsin School Board. He and his wife lived near Heidelberg, Germany, from 2002 thru 2005 due his wife’s job transfer. Glenn earned a BA in Political Science from California State University – Chico and a MA in Industrial Relations from the University of Minnesota.

## HRSD WORKING TO IMPLEMENT THE PLAIN LANGUAGE BILL

*“Statewide Training and Development Unit have begun teaching classes on Plain Language”*

As part of their Business Plan, the Human Resource Services Division (HRSD) is working to implement [House Bill \(HB\) 2702](#). This bill directs the development and implementation of a plan to ensure that written documents produced by executive department agencies conform to the plain language standards.

HRSD has completed the first part of the implementation plan by working to revise the pages of its website. The Statewide Training and Development unit within HRSD has also begun teaching classes on Plain Language. This will provide formal training to state employees who produce written documents to ensure compliance with HB 2702.

Using plain language in the creation of state documents will help all Oregonians by providing clear and understandable government documents. In addition, it will also offer clarity and ease of interpretation to state employees, legislators and other official personnel.

You can find more information on the official web site for Plain Language information at <http://plainlanguage.oregon.gov/>.

## STATE RECRUITMENT IMPROVEMENT PROJECT (SRIP)

*“By using iMatchSkills, state agencies will tap into an existing database of over 140,000 active job seekers”*

State Recruitment Improvement Project (SRIP) is only a few weeks away from implementing our new on-line recruitment system! As the first pilot agency, Department of Consumer and Business Services (DCBS) will begin recruiting for a limited number of classifications using the new on-line state recruitment system on March 31, 2008. This recruitment tool will provide agency HR staff with an effective and efficient on-line application submission and automated screening tool thus freeing up recruitment staff time to perform proactive recruiting and increase outreach efforts. By using iMatchSkills®, the state agencies will tap into an existing database of over 140,000 active job seekers and provide self-service, one-time registrations to apply for state jobs.

The other five pilot agencies, Department of Administrative Service, Oregon Department of Fish & Wildlife, Oregon Employment Department, Department of Corrections and Department of Human Services will also be activated in the coming months.

To learn more, please visit the SRIP website: [www.oregon.gov/DAS/HR/SRIP.shtml](http://www.oregon.gov/DAS/HR/SRIP.shtml)

## Labor Relations 2009-2011 Contract Administration Assignments

**EVA CORBIN, 378-8321**

**Deputy Administrator LRU**  
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- **SEIU:**
  - Central Table (w/Craig)
  - Childcare
  - Adult Foster and Relative Care
- **AFSCME:**
  - Central Table
  - Childcare

**ART McCURDY, 378-3138**

**State Labor Relations Manager**  
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- **AFSCME:**
  - Building Codes Division (BCD)
  - Construction Contractors Board (CCB)
  - Dept of Environmental Quality (DEQ)
  - Nurses at Oregon State Hospital (OSH)
- **SEIU:**
  - DHS Non-Institutions Coalition (w/Mary Beth)
  - Home Care Commission (HCC)
- **ONA:**
  - Eastern Oregon Training Center (w/Susie)

**CRAIG COWAN, 378-5611**

**State Labor Relations Manager**  
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- **AEE:**
  - Department of Forestry (DOF)
  - Department of Transportation (ODOT)
  - Parks and Recreation Dept (OPRD)
- **AFSCME**
  - Dept of Corrections (DOC) Non-Security
  - Dept of Corrections (DOC) Security
  - Department of Justice (DOJ-OAJA)
- **CIA**
  - Department of Justice (DOJ)
- **SEIU:**
  - Central Table (w/Eva)
  - Special Agencies Coalition:
    - Consumer & Business Svcs (DCBS) including Workers' Comp Board (WCB)
    - Dept of Justice (DOJ)

**GLENN WEST, 378-3967**

**State Labor Relations Manager**  
[Genn.West@state.or.us](mailto:Genn.West@state.or.us)

- **AFSCME:**
  - Oregon Military Department- Oregon Emergency Management (OMD/OEM)
  - Oregon Military Department (OMD)
  - Oregon Youth Authority (OYA-JPPO)
  - Dept of Public Safety Standards & Training (DPSST)
- **IAFF/PANG:**
  - Oregon Military Department (OMD)
- **KFAFFA:**
  - Oregon Military Department (OMD)
- **SEIU:**
  - Human Services Coalition:
    - Employment Department (EMPL)
  - Institutions Coalition:
    - Oregon Youth Authority (OYA)
  - Special Agencies Coalition:
    - Bureau of Labor & Industries (BOLI)
    - Oregon State Library (OSL)

**MARY BETH HARPER, 373-7608**

**State Labor Relations Manager**  
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- **SEIU:**
  - DHS Non-Institutions Coalition (w/Art)
  - Institutions Coalition:
    - Oregon State Hospital (OSH)
    - Eastern OR Train/Psych Center
  - Special Agencies Coalition:
    - Public Employees Retirement System (PERS)
- **AFSCME:**
  - Physicians at OSH, EOTC/PC
  - Employment Department (Hearings Panel)
  - Childcare (w/Eva)
- **STEAM:**
  - Department of Education (OSB & OSD) (w/Mike)

**MIKE HALPERN, 378-2705**

**State Labor Relations Manager**  
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- **AFSCME:**
  - Oregon State Fire Marsh (OSFM) (w/Susie)
  - OSP Support Unit
  - Oregon Liquor Control Commission (OLCC)

*Mike Halpern Continued....*

- **OSPOA:**
  - Oregon State Police (OSP)
- **SEIU:**
  - Special Agencies Coalition:
    - Commission for the Blind
    - Community College & Workforce Development (DCCWD)
    - Dept of Admin Svcs (DAS)
    - Dept of Agriculture (Ag)
    - Dept of Education (ODE)
    - Dept of Veterans Affairs (DVA)
    - Housing & Com Svcs (OHCS)
    - Oregon State Treasury (OST)
    - OR Student Assistance Commission (OSAC)
    - Special Schools (OSB & OSD)
- **STEAM:**
  - Dept of Education (ODE)
  - Special Schools (OSB & OSD) (w/Mary Beth)

**SUSIE HOSIE, 378-6483**

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- **AFSCME:**
  - Division of State Lands (DSL)
  - OSH Nurses (w/Art)
  - Dentists at DOC
  - Adult Parole Officers
  - Oregon State Fire Marshal (OSFM) (w/Mike)
- **SEIU:**
  - Health Related Licensing Boards
  - Health Licensing Office (HLO)
  - Water Resources Dept (WRD)
  - Watershed Enhancement Board (OWEB)

**TOM PERRY, 378-4201**

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- **AFSCME:**
  - Real Estate Agency (REA)
  - Dept of Land Conservation & Dev (DLCD)
  - State Operated Community Program (SOCP)
- **SEIU:**
  - ODOT Coalition:
    - Department of Transportation (ODOT)
    - Department of Aviation (ODOA)
    - Department of Forestry (DOF)
    - Parks and Recreation Dept (OPRD)
    - Oregon Department of Fish & Wildlife (ODFW)
  - Special Agencies
    - Department of Revenue (DOR)



## ABOUT HRSD'S SECTIONS:

### [Human Resource Management & Consultation](#)

The HR Management and Consultation (HRMC) Section develops and implements the state's workforce management plan; develops and administers HRSD rules and policies; and provides consulting services and technical assistance to agency HR offices.

### [HR Systems, Services and Audits](#)

HRSD established the HR Audit Program in July 2001 under the authority of State Policy 10.025.01 (pdf), "Audit of Human Resource Management Practices." The purpose of the program is to fulfill statutory obligations under ORS 240.215(2); 240.309(4); and 240.311(1) and legislative direction received during the 2001-03 budget approval process. The HR Audit Program is designed to improve the state's human resource management practices by: 1) identifying areas of noncompliance and providing state agencies with direction on required corrective actions; and 2) identifying best practices and sharing those practices with all state agencies.

### [Statewide Training & Development Services](#)

Statewide Training and Development Services is committed to increasing the effectiveness of Oregon state government by providing state and local government employees with high quality training that is accessible, affordable, and relevant. Our staff and instructors are dedicated to making your education experiences the best they can be.

### [Statewide Recruitment Services](#)

Our purpose is to provide statewide leadership in recruiting a skilled, diverse workforce for the state of Oregon. We focus on providing innovative solutions for improving the state's recruitment process, creating and implementing a viable and sustainable succession planning process to provide workforce bench strength, and increasing representation of minority candidates in recruitment pools at all levels.

### [Labor Relations Unit](#)

The Labor Relations Unit represents the Governor on behalf of all executive branch agencies in collective bargaining. Currently the Labor Relations Unit administers 31 collective bargaining agreements. These agreements cover approximately 27,000 employees in 62 different agencies, boards, and commissions. These employees are represented by ten (10) different labor organizations represent state employees. The Labor Relations Unit also negotiates collective bargaining agreements covering four (4) non-state employee bargaining units. SEIU represents three, Childcare Providers, Homecare Workers and Adult and Foster Relative Care Providers bargaining units and AFSCME represents one Childcare Provider bargaining unit. The four bargaining units cover approximately 21,000 non-state workers.

### [Classification and Compensation](#)

The Classification and Compensation Unit's role is to maintain the description of work and pay plans for the state of Oregon. To maintain these plans, the unit completes studies of job duties to update descriptions of work. The unit also conducts or buys labor market surveys of private and public employers to compare with state of Oregon salaries. The unit ensures state pay is similar to the market; provides consultation services for agencies and DAS staff about job class, pay issues and organizational design; hosts and chairs the Central Evaluation Team; analyzes and provides market analysis for bargaining; reports compensation plan changes to management; maintains and reports statewide turnover data; inputs state labor data into labor market surveys; analyzes and report data from labor market surveys; and conducts statewide and agency job class studies

### [Human Resource Information System Project](#)

The Human Resource Information System (HRIS) is an enterprise effort to replace the existing personnel information and position control applications with a commercially available Human Resource Information System. Once completed, the HRIS project will provide increased functionality to agency staff and employees. Some of the benefits include: flexible and local reporting for HR staff and managers; data modeling for "what if" scenarios; self-service capabilities for managers and agency HR staff, and; reduction of redundant HR systems and processes.