

2023-2025 STATE OF OREGON and SEIU CENTRAL TABLE
Management Counter Proposal
April 23, 2025

ARTICLE 64--PRE-RETIREMENT PLANNING COUNSELING LEAVE

Section 1.

(a) Employees shall be granted up to twenty-eight (28) hours of leave with pay for retirement planning. This leave shall be granted upon hire for use throughout their employment with the state. to pursue bona fide pre-retirement counseling programs. Employees shall request the use of pre-retirement planning leave provided in this Article at least five (5) days prior to the intended date of use. Approval for pre-retirement planning leave shall be granted unless the Agency determines that its use would adversely affect the efficiency of the employee's work unit. Requests for leave with shorter notice are subject to management's discretion.

~~(b) Authorization for the use of pre-retirement counseling leave shall not be withheld unless the Agency determines that the use of such leave shall handicap the efficiency of the employee's work unit.~~

(b) When the dates requested for pre-retirement leave cannot be granted for the above reason, the Agency shall offer the employee a choice from three (3) other sets of dates. The leave herein discussed Pre-retirement planning leave may be used to investigate and assemble the employee's retirement program, including PERS, Social Security, Oregon Savings Growth Plan, insurance, and other retirement income.

Section 2. ~~Requests for use of leave on shorter notice may be allowed subject to operating needs of the Agency.~~

REV: 2019

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ARTICLE 1--PARTIES TO THE AGREEMENT

****Housekeeping changes to Agency list as appropriate***

This Agreement is entered into between the Service Employees International Union (SEIU) Local 503, Oregon Public Employees Union (OPEU) (Union) and the State of Oregon (Employer) acting by and through the Department of Administrative Services (Department) on behalf of the following Agencies: Oregon Department of Agriculture, Commission for the Blind, Oregon Department of Human Services, Oregon Health Authority (including ~~Oregon Health Authority Institutions (Oregon State Hospital and, Pendleton Cottage State-Delivered Secure Residential Treatment Facility), Oregon~~ Department of Education (including Oregon School for the Deaf), Oregon Department of Early Learning and Care, Oregon Employment Department, ~~Employment Appeals Board, Department of Administrative Services** (DAS) including State Controllers Division, former DGS Divisions, State Data Center, and Oregon Health Plan Administrator's Office~~), Oregon Youth Authority, Oregon Department of Forestry (~~Forestry~~), Oregon Department of Justice, Bureau of Labor and Industries, Higher Education Coordinating Commission, Oregon State Library of Oregon, Oregon Parks and Recreation Department, Oregon Public Employees Retirement System, Oregon Department of Revenue, Oregon Department of Transportation, Oregon Department of Geology and Mineral Industries, Oregon State Treasury Department, Oregon Department of Veterans' Affairs, Oregon ~~Department of~~ Water Resources Department, Oregon Department of Consumer and & Business Services (including Workers' Compensation Board), Oregon State Board of Nursing, Oregon Medical Board, Oregon

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23 Board of Dentistry, Oregon Board of Pharmacy, Oregon Mortuary and Cemetery Board,
24 ~~Oregon~~ Mental Health Regulatory Agency Board, Oregon Board of Medical Imaging,
25 Oregon State Board of Massage Therapists, Oregon Occupational Therapy Licensing
26 Board ~~Agency~~, Board of Examiners for Speech -Language Pathology and & Audiology,
27 Oregon Board of Naturopathic Medicine, Oregon State Board of Examiners for
28 Engineering and Land Surveying, Oregon Department of Aviation, Oregon Watershed
29 Enhancement Board, Oregon Housing and & Community Services, Oregon Department
30 of Fish and & Wildlife, and Oregon Teachers Standards and Practices Commission.

31 REV: 2013, 2015, 2019

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ARTICLE 2—RECOGNITION

Housekeeping changes to Agency list and articles that apply to temporary employees as appropriate.

Section 1. The Employer recognizes the Union as the exclusive bargaining representative for all classified and unclassified employees in positions represented by the Union in the Agencies listed in Section 2 below. The Union is also the exclusive bargaining representative for temporary state employees in the classified or unclassified service as direct hire temporary employees of the State of Oregon excluding student workers who are in student worker classifications; student law clerks; independent contractors; any temporary employees who are represented by another labor organization; retired state employees **working in temporary appointments**; casual labor temporary Agency employees (e.g., Kelly, Manpower, Goodwill Industries, St. Vincent de Paul) not directly employed by DAS; temporary employees in the exempt service as defined in ORS 240.200; school-to-work experience employees; persons hired under exchange programs with the State; **adults/youth in custody** prisoners; interns from bona fide educational programs who are fulfilling academic requirements of that program and are completing their degree; and JOBS Plus program participants. Temporary employees represented by the Union are in the Agencies listed in Section 2 below. This recognition does not apply to exempt, supervisory, managerial and confidential employees as defined by law or as determined by the Employment Relations Board.

Section 2.

(a) The Employer and the Union have established a single bargaining unit of employees represented by the Union and employed by the Oregon Youth Authority*, Oregon

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State Hospital, Pendleton Cottage ~~State-Delivered Secure Residential Treatment Facility~~, Oregon Department of Forestry, who are guards, firefighters, and police officers as identified by the Employment Relations Board or as agreed upon by the Parties. The bargaining unit has been modified by the Employment Relations Board to include temporary employees as defined in Section 1.

- (b) The Employer and the Union have established a single bargaining unit which is not prohibited from striking. The bargaining unit has been modified by the Employment Relations Board to include temporary employees as defined in Section 1. This unit is made up of employees located at the following Agencies: Oregon Department of Agriculture, Commission for the Blind, Oregon Youth Authority*, Oregon Department of Human Services, Oregon Health Authority (including and ~~Oregon Health Authority Institutions (Pursuant to HB2009)~~ Oregon State Hospital and, Pendleton Cottage ~~State-Delivered Secure Residential Treatment Facility~~), Oregon Department of Education (including Oregon School for the Deaf), Oregon Department of Early Learning and Care, Oregon Employment Department, ~~Employment Appeals Board~~, Department of Administrative Services** (~~State~~ ~~Controllers Division, former DGS Divisions, and State Data Center~~), Oregon Department of Forestry, Oregon Department of Justice, Bureau of Labor and Industries, Higher Education Coordinating Commission, Oregon State Library ~~of Oregon~~, Oregon Parks and Recreation Department, Oregon Public Employees Retirement System, Oregon Department of Revenue, Oregon Department of Transportation, Oregon Department of Geology and Mineral Industries, Oregon State Treasury ~~Department~~, Oregon Department of Veterans' Affairs, Oregon

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Department of Water Resources, Oregon Department of Consumer and & Business
Services (including Workers' Compensation Board), Oregon State Board of
Nursing, Oregon Medical Board, Oregon Board of Dentistry, Oregon Board of
Pharmacy, Oregon Mortuary and Cemetery Board, ~~Oregon~~ Mental Health
Regulatory Agency, Oregon Board of Medical Imaging, Oregon State Board of
Massage Therapists, Oregon Occupational Therapy Licensing Board, Board of
Examiners for Speech -Language Pathology and Audiology, Oregon Board of
Naturopathic Medicine, Oregon State Board of Examiners for Engineering and Land
Surveying, Oregon Department of Aviation, Oregon Watershed Enhancement
Board, Oregon Housing and & Community Services, Oregon Department of Fish
and & Wildlife, and Oregon Teachers Standards and Practices Commission.

*Oregon Youth Authority includes all employees except employees in positions
classified as Juvenile Parole and Probation Officer and Juvenile Parole and
Probation Assistant. Union-represented employees of this Agency are included in
the Union's strike-permitted bargaining unit, except for employees in the
classifications of Group Life Coordinator 1, 2, 3 and Youth Corrections Unit
Coordinator, or successor classifications, who are included in the Union's strike-
prohibited bargaining unit.

Section 3. When there has been a determination of the Employment Relations Board to
modify one (1) of the bargaining units listed in Section 2 or when the Parties reach mutual
agreement to modify, negotiations will be entered into as needed or as required by law.

Section 4. Exclusion of Filled Positions.

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(a) DAS shall provide the Union with no less than twenty (20) calendar days written notice of its intent to exclude a filled bargaining unit position based on supervisory, managerial or confidential status. DAS agrees not to change the position's designation from represented to management service during this twenty (20) calendar day period.

(b) Should the Union decide to contest the proposed exclusion, it shall serve DAS with written notice of its intent to contest the exclusion within twenty (20) calendar days of its receipt of the notice of intent to exclude. Should such notice be given by the Union, DAS will forego implementing the change in designation for an additional forty (40) calendar days, beyond the initial twenty (20) calendar day period. The purpose of this forty (40) calendar day period is to allow the Union time to investigate whether it has grounds to contest the proposed change in status. If the Union decides to pursue challenging an exclusion, it must file with the Employment Relations Board (ERB) prior to the end of this forty (40) calendar day period. In such event, DAS agrees to forego implementing the change in designation until the matter is resolved by way of ERB decision, settlement, or other manner.

(c) If DAS does not receive timely notice from the Union indicating its intent to contest the exclusion during the initial twenty (20) calendar day period, or if the Union does not file with the ERB during the subsequent forty (40) calendar day period, DAS may proceed to change the position's designation, and the Union agrees not to contest the excluded status of this position during the remainder of this contract term, unless the position's duties should materially change such that the exclusion is no longer warranted.

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- (d) For purposes of this Agreement, written notice may occur by personal delivery, fax, email or mail (postmark) within the time frames cited above.

Section 5. Temporary Employees.

- (a) The Employer agrees to utilize temporary employees in accordance with ORS 240.309. Grievances alleging violations of ORS 240.309 may be submitted only by the Union, directly to the Department of Administrative Services level for full and final review.

- (b) Temporary employees will have the same rights as other bargaining unit employees as enumerated below:

- (1) Same base rate of pay for the appropriate classification for regular status employees. Effective upon signing of this Agreement, rates of pay will be within the ranges, minimum and maximum, according to the Compensation Plan, per [Article 27](#) and salary appendices.

- (c) The following Articles apply to temporary employees: Articles [1](#), [2](#), [3](#), [4](#), [5](#), [6](#), [7](#), [8](#), [9](#), [10](#), [10.1C](#), [10.1M](#), [10.2](#), [10.2A](#), [10.2C,H](#), [10.2K](#), [10.3](#), [10.5](#), [11](#), [14](#), [15](#), [17.5](#), [19T](#), [19.1M](#), [19.2K](#), [21](#), [22T](#), [23T](#), [26T](#), [27](#), [29T](#), [30](#), [32T](#), [33.3A](#), [33.3C](#), [34](#), [36T](#), [36.1M](#), [36.2A](#), [36.2K](#), [36.3AC](#), [36.3D](#), [37](#), [48](#), [56T](#), [58T](#), [60T](#), [90T](#), [90.3CT](#), [101T](#), , [121T](#), [123](#), [130](#), [140T](#).

- (d) The following Letters of Agreement apply to temporary workers: LOA [21.1C-99-07](#) Employment; ~~LOA [00.00-01-70](#) CDL Drug Testing~~; LOA [00.00-16-293](#) Temporary Lodging of Children (DHS).