

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Union Counter Proposal**  
**May 21, 2025**

**UNION PACKAGE PROPOSAL - A**

<b>ARTICLE/LOA</b>	<b>VERSION</b>	<b>DATE OF REFERENCE</b>
ARTICLE 14—NEGOTIATION PROCEDURES	Management Proposal	May 8, 2025
ARTICLE 19—PERSONNEL RECORDS	Management Proposal	February 13, 2025
ARTICLE 20—INVESTIGATIONS, DISCIPLINE AND DISCHARGE	Union Proposal	See attached.
ARTICLE 106—LABOR MANAGEMENT COMMITTEES	Union Proposal	February 27, 2025
LOA-00.00-19-361—CONTRACT SPECIALISTS	Union Proposal	See attached.
NEW LOA—NAME TRUNCATION	Union Proposal	See attached
NEW LOA—ARTIFICIAL INTELLIGENCE (AI) IN THE WORKPLACE	Union Proposal	March 12, 2025

**ARTICLE 20--INVESTIGATIONS, DISCIPLINE, AND DISCHARGE**

**Section 1.** The principles of progressive discipline shall be used when appropriate. Discipline shall include, but not be limited to: written reprimands; reduction in pay;\* demotion; suspension without pay\*; and dismissal. Discipline shall be imposed only for just cause.

\*For FLSA-exempt employees, except for penalties imposed for infractions of safety rules of major significance, no reduction in pay and only suspensions without pay in one (1) or more full workweek increments unless or until FLSA restrictions on economic sanctions for exempt employees are eliminated by statute or a court decision the State determines dispositive. Safety rules of major significance include only those relating to the prevention of serious danger to the Agency, or other employee.

**Section 2.** The Employer is committed to conducting investigations in a timely manner. Agencies will make reasonable efforts to begin the investigatory process on potential disciplinary issues within thirty (30) days of becoming aware of the issue. However, the Parties recognize that circumstances and complexities of individual cases may delay initiation of an investigation.

**Section 3. Investigatory Interviews.**

(a) The employee's Union Steward shall be granted paid time off during regularly scheduled working hours at a mutually agreed upon time to represent the employee in the investigatory interview (See Article 10, Sections 10 and 11).

(b) The Employer's notification to the employee of the investigatory interview shall include the nature of the investigation.

(c) Both the Employer and the Union shall have the right to record investigatory interviews.

**Section 4. Weingarten Rights.** Upon request, an employee shall have the right to Union representation during an investigatory interview that an employee reasonably believes will result

in disciplinary action. The employee will have the opportunity to consult with a local Union Steward or Organizer before the interview, but such designation shall not cause an undue delay.

(See Last Chance Agreements, Article 21, Section 12).

**Section 5. Suspension With Pay or Duty Stationed at Home Pending an Investigation by the**

**Agency's Human Resource Office.** The employee and their steward of record shall be notified in writing of the initial reason for the action within three (3) business days of the effective date of the action. If there is not a steward of record, the Union will receive the notification. The Agency will conduct the initial interview with the employee within thirty (30) calendar days of notification of the action. The investigation shall be completed within one-hundred twenty (120) calendar days. However, if the investigation is not concluded within the timeline, the Agency will notify DAS and the Union of the specific reason(s) and the amount of additional time needed which shall be no more than thirty (30) days at a time.

**Section 6.** The Agency shall give the employee under Weingarten investigation, and their steward of record, notification of the status of the Agency's investigation, every thirty (30) days until completed. The investigation shall be completed within one-hundred twenty (120) calendar days. However, if the investigation is not concluded within the timeline, the Agency will notify DAS and the Union of the specific reason(s) and the amount of additional time needed which shall be no more than thirty (30) days at a time. Upon completion of the investigation, the Agency will provide the employee and their steward of record with written notification of the disposition of the investigation.

**Section 7.** When an Agency is considering dismissal for a regular status employee, the employee and their steward of record shall be given a written pre-dismissal notice. Such notice shall include the then known complaints, facts, and charges, and a statement that the employee may be

dismissed. The employee shall be afforded an opportunity to refute such charges or present mitigating circumstances to the Appointing Authority at a time and date set forth in the notice, which date shall not be less than seven (7) calendar days from the date the notice is received or, at the option of the employee, by written response by that date. The employee shall be permitted to have an official representative present. At the discretion of the Appointing Authority, the employee may be suspended with or without pay or be allowed to continue to work as specified in the pre-dismissal notice. Should an employee be suspended without pay, the employee will first be afforded notice and right to present mitigating circumstances to the Appointing Authority or designee.

**Section 8. Dismissal, Reduction, Suspension Without Pay, Demotion, Written Reprimands, and any other form of Discipline.**

(a) An employee, and their steward of record, shall receive written notice of the discipline with the specific charges and facts supporting the discipline at the time disciplinary action is taken. Copies of pre-dismissal and dismissal notices will be sent to the Union headquarters (Salem) within five (5) calendar days of being issued to the employee. **If the disciplinary decision is going to be shared in a meeting or in person, the Employer will notify both the employee and the steward of record. the employee may have a steward present with them either in person or virtually as long as obtaining a steward does not significantly delay the meeting.**

When the form of discipline is a dismissal, management will attempt to contact the employee or steward of record verbally to notify them of the decision.

Suspensions with pay will not be recorded in employee personnel files nor in any manner used against an employee if no disciplinary action is subsequently taken.

(b) The Employer will make a good faith effort to have the following statement appear on all dismissals and disciplinary notices covered in Section 4(a) above:

If you choose to contest this action you have a right to be represented by the SEIU Local 503, OPEU. SEIU must file an appeal within thirty (30) calendar days from the date of the discipline in accordance with Article 21.

Failure to include this statement will not void the actions.

**Section 9.** Employees in initial trial service with the State shall have no right to appeal removals from state service under this Article. Employees in trial service as a result of a lateral transfer or promotion who are returned to their former classification shall have no right of appeal under this Article for such removal. However, an employee in trial service as a result of a lateral transfer or promotion who is dismissed from state service may have their dismissal appealed by the Union under this Article.

**Section 10.** When an employee is the subject of an investigation that could implicate the employee in criminal activity, their Garrity rights shall be observed.

Section 11. All notifications to employees covered by this Article shall include information about how employees can utilize services provided by EAP.

Section 12. Failure to send copies of any discipline, pre-dismissal or dismissal to the Union or steward of record will not void the actions.

2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE  
Union Counter Proposal  
May 21, 2025

LETTER OF AGREEMENT 00.00-19-361

**Contract Specialist**

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).

The purpose of this Agreement is to establish Employer paid Contract Specialists to improve the labor/management relationship at all levels of state government.

The Parties agree to the following:

**Section 1. Selection and Appointment of Contract Specialists:**

- a. Each Coalition will be allocated one (1) full-time equivalent (FTE) Contract Specialist for every two thousand (2,000) represented employees with a minimum of at least one (1) full-time equivalent (FTE) Contract Specialist(s). Every effort will be made to distribute the Contract Specialists as equitably as possible between the agencies in each Coalition within each selected group and between consecutive groups.
- b. The selection and appointment of a Contract Specialist shall be mutually agreed upon by the Employer and Union.

- c. The duration of a Contract Specialist's assignment shall be mutually agreed upon by the Employer and Union, including any extensions.
- d. The Parties shall establish an agreement for each Contract Specialist which shall be signed by all Parties stipulating to the terms and conditions of the Contract Specialist assignment and return to work.
- e. Employees selected as Contract Specialists must maintain all necessary certifications, licensures and training requirements of their Agency position with costs and reimbursements, if applicable, governed under the Collective Bargaining Agreement.
- f. In the event the Employer/Agency determines a Contract Specialist is potentially violating law or not complying with Employer/Agency policies or the Section 1(d) Agreement, the Agency shall immediately notify the Union. The Agency shall follow the provisions of Article 20 – Investigations, Discipline and Discharge, to initiate and complete their investigation. Before any Agency action is taken, the Union may remove the employee from the assigned worksite.
- g. 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. **When applicable, Contract Specialists may take part in the shift bidding process for their base position while on assignment as a Contract Specialist.**

**Section 2. Pay and Benefits:**

a. The Agency shall continue to pay base salary and benefits, which includes pension contribution, insurance and paid leave time, consistent with what they earned before their appointment. Employees appointed as a Contract Specialist shall remain eligible for any pay or accrual increases consistent with the Collective Bargaining Agreement. Employees appointed as a Contract Specialist shall not be eligible for reimbursement for uniforms, boots or other ancillary items while serving as a Contract Specialist.

b. The Agency shall place the Contract Specialist on leave with pay for the duration of the assignment. The calculation of seniority shall be consistent with the terms of the Collective Bargaining Agreement.

c. Contract Specialists **will enter their time electronically, including any leave used during the assignment.** ~~shall submit monthly timesheets, which shall be signed and verified by the Executive Director or designee of the Union. All leave taken, regardless of type, must be clearly identified.~~ Time missed due to any "on the job" injury is the responsibility of the Union. **Contract Specialists will keep their existing agency-issued equipment, such as a laptop, for use in their role as a Contract Specialist, including time entry and receiving statewide employee emails. Contract Specialists who do not have agency-issued equipment will have their mechanism to complete time entry and receive statewide emails outlined in their**



individual agreement. If time entry, email access, and other obligations are  
required to be completed at an agency worksite, travel expenses will be paid by  
the Employer. While on this assignment, they will not perform regular agency  
work.

d. Where the Union has a designated Contract Specialist, the Agency shall pay up to  
eighty-five thousand dollars (\$85,000) a year for the Contract Specialist's base salary.  
Any salary costs above eighty-five thousand dollars (\$85,000) a year shall be paid by  
the Union by reimbursing the Agency using Agency established policies and  
procedures for reimbursement.

e. The Agency shall not be liable for any overtime costs while the Contract Specialist is  
on assignment with the Union.

### Section 3. Travel and Reimbursements:

a. Time spent traveling on behalf of the Union during regularly scheduled hours shall  
be on Agency time. The Agency shall not be liable for overtime costs as a result of  
such travel.

b. The Union shall be responsible for all travel expenses, including, but not limited to  
mileage, lodging, meals and other incidental travel expenses.

c. Contract Specialists shall not use or be assigned a state car for travel.

Section 4. Duties:

a. The Union, the Contract Specialist, DAS Labor Relations Unit, and Agency Human

Resources staff shall work cooperatively when performing the following duties:

1. Interpret and administer the Collective Bargaining Agreement.

2. Education on the Collective Bargaining Agreement.

3. Provide guidance in grievance and problem resolution.

4. Improve steward capacity.

5. Work toward consistent application of the Collective Bargaining Agreement.

6. Provide guidance on developing and improving labor/management committees.

7. Participate in new employee orientation as provided for in the Collective Bargaining Agreement.

8. Attend labor/management committee meetings in an advisory capacity unless it is a labor-management committee where the Contract Specialist has been elected/appointed. as a non-participating member.

- b. The Contract Specialist shall follow all applicable Employer and Agency policies while serving in the capacity of a Contract Specialist. ~~In the event the union is made aware of a potential Employer/Agency policy or violation by a Contract Specialist, the union shall immediately notify DAS Labor Relations.~~

The Contract Specialist shall not be assigned duties that involve the following: strike preparation, strike planning, strike coordination activities, interest arbitration preparation, process grievances, leading contract negotiations, acting in the role of a union steward and labor/management committee member (outside of their own LMC, if applicable), and participation and other actions taken by the Union in a legal forum.

- c. Contract Specialists who remain in their official union delegate or board member role during their Contract Specialist assignment are required to use accrued leave or temporarily modify their schedule while performing official union delegate or board duties during their regularly scheduled hours.

Dispute Resolution:

Notwithstanding any agreements that include a grievance/arbitration procedure, if there is a disagreement between the Employer and the Union regarding the interpretation and application of this Agreement, the Employer and Union shall meet and attempt to resolve the matter. If, after fourteen (14) calendar days there is no resolution, the moving party may request arbitration. The Parties shall use the arbitration procedure outlined in the agreement where the employee is employed.

Indemnification:

The Union shall indemnify and the Union and Contract Specialists hold the Employer and Agency harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the Employer/Agency for the purpose of complying with this Letter of Agreement on Contract Specialists.

The Union shall not indemnify the Employer/Agency for grievance/arbitration disputes.

Term of Agreement:

This Agreement becomes effective on the date of the last signature and ends on June 30, 2023 2027 unless the Parties agree to extend or amend its provisions to continue it.

**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).

In the continued interest in protecting the privacy and safety of employees, the recommendations from the committee on truncated names will be shared with state agencies.

Agencies will discuss these recommendations and develop a policy for their Agency by December 31, 2026. Agencies will share the policy with Union leaders for feedback.

The policy could include, but is not limited to, any of the following actions:

1. Name badges, business cards, and any public-facing employee lists could show only an employee's first name and last initial as their name or vice versa.
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 could 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.

23        3. Email addresses updated to only first name and last initial, Employee Identification

24            Number, or alternative.

25

26