

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**May 8, 2025**

**EMPLOYER PACKAGE PROPOSAL - B**

<b>ARTICLE/LOA</b>	<b>VERSION</b>	<b>DATE OF REFERENCE</b>
ARTICLE 14—NEGOTIATION PROCUDURES	Management Proposal	See Attached
ARTICLE 19—PERSONNEL RECORDS	Management Proposal	February 13, 2025
ARTICLE 20—INVESTIGATIONS, DISCIPLINE AND DISCHARGE		CCL
ARTICLE 106—LABOR MANAGEMENT COMMITTEES	Union Proposal	February 27, 2025
LOA-00.00-19-361—CONTRACT SPECIALISTS	Management Proposal	April 9, 2025
NEW LOA—NAME TRUNCATION		Union Withdraw
NEW LOA—ARTIFICIAL INTELLIGENCE (AI) IN THE WORKPLACE		Union Withdraw

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**ARTICLE 14--NEGOTIATIONS PROCEDURES**

**Section 1.** Negotiations shall commence pursuant to [Article 4](#) of this Agreement and the

Parties will structure their Agreement per the four (4) Agency groups set forth below:

**HUMAN SERVICES:** Oregon Department of Human Services, Oregon Health Authority,

**Oregon** Employment Department;

**INSTITUTIONS:** Oregon Youth Authority (~~Youth Correctional Facilities~~), Oregon Health

Authority Institutions: Oregon State Hospital (OSH), Pendleton **Cottage** ~~State-Delivered~~

~~Secure Residential Treatment Facility (Pendleton Cottage)~~, OYA Administration and Field

~~Services~~;

**ODOT:** Oregon Department of Transportation (ODOT), **Oregon Department of** Forestry,

Oregon Parks and Recreation Department (OPRD), Oregon Department of Aviation

(~~ODOA~~), Oregon Department of Fish **and** & Wildlife (ODFW), **Oregon** Department of

Geology and Mineral Industries (~~DOGAMI~~), **Oregon** Department of Agriculture, **Oregon**

Water Resources ~~Department~~, Oregon Watershed Enhancement Board;

**SPECIAL AGENCIES:** **Oregon Department of** Justice, **Oregon Department of**

Revenue, Higher Education Coordinating Commission, Workers' Compensation Board,

**Oregon** Department of Consumer **and** & Business Services (~~DCBS~~), Bureau of Labor

and Industries (~~BOLI~~), **Oregon Department of** Veterans' Affairs, **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 & Audiology, **Oregon** Board of Naturopathic Medicine, **Oregon Department**

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of Education (including Oregon School for the Deaf), Oregon State Library, Oregon State Treasury, Commission for the Blind, Oregon Public Employees Retirement System (PERS), ~~Special Schools, State Scholarship~~, Department of Administrative Services, Oregon Housing and & Community Services (OHCS), Oregon State Board of Examiners for Engineering and Land Surveying (OSBEELS), Oregon Department of Early Learning and Care, and Oregon Teachers Standards and Practices Commission.

**Section 2.** The Union agrees, as a prior condition to the release of employees from work, to notify the Employer in writing of its members designated as representatives for negotiations.

(a) Central Table. The Employer agrees to grant leave with pay for up to ~~twelve~~ ten (~~12~~ 10) employees, except for temporary employees, at a central bargaining table to represent the Union for actual negotiating table time including caucuses, negotiation work sessions, and a reasonable number of membership meetings relating to negotiations. There shall be no more than two (2) designated representatives from each Agency, unless the Employer and Union mutually agree to allow more than two (2) Negotiations at the Central Table will take place during normal business hours.

(b) Coalition Tables. For Coalition negotiations, the Employer agrees to unschedule, or grant paid time, for up to six hundred (600) total paid hours each month for up to one-hundred and fifty (150) calendar days following the commencement of bargaining at the coalition tables for attendance at negotiations and a one (1) hour work session per each scheduled Coalition negotiation date. This includes travel time for attendance at negotiations and work sessions, provided the negotiations and work sessions and/or travel time occur during an employee's regular work

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schedule. Coalition tables will begin no later than February 15 or the closest business day thereto. The inclusion of paid time will not result in the employee receiving greater benefit than the employee would have received had the employee not attended the bargaining session. Should it become necessary for the Employer to replace or unschedule an employee scheduled for swing or graveyard shift so as to permit that employee to participate in collective bargaining negotiations, the Union agrees alternatively as follows:

(1) Six (6) workdays notice shall be given by the Union to the Employer so as to allow the Employer to avoid payment of penalty pay for the schedule change of the replacement employee; or

(2) If the Union does not give notice prescribed in (1) above, the Union shall reimburse the Employer for the penalty pay paid to the replacing employee.

**Section 3.** The Employer is not responsible for travel, per diem, overtime, or other benefits beyond that which the employee would have received had the employee not attended bargaining sessions.

**Section 4.** Subject in each case to prior approval by the Agency, the Employer further agrees to grant leave without pay to additional employees determined necessary by the Union to attend negotiating sessions.

**Section 5. Ratification.** It is understood that all tentative agreements at the table are subject to ratification by both Parties.

REV: 2013, 2015, 2019, 2023

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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 be provided a**

**mechanism to complete time entry and receive statewide emails. 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 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, 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.

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

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140 Term of Agreement:

141 This Agreement becomes effective on the date of the last signature and ends on June 30,

142 2023 2027 unless the Parties agree to extend or amend its provisions to continue it.

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## APPENDIX A

**This appendix is intended for information sharing purposes. The information provided here reflects assumptions to date. Final determinations are pending and subject to change.**

Note: In some cases, deductions from paychecks may be taken as a fixed dollar amount or as a percentage of an employee's pay. The tables below include all options.

Deduction	Number of Deductions Taken Per Year	Additional information
<b>Fixed Rate Deductions</b> A fixed amount is set based on the employee's personal selections. That amount is then taken from paychecks according to the deduction schedule, starting with the first paycheck of each month: <ul style="list-style-type: none"> <li>• 1-12 – full monthly amount taken from the first paycheck of the month</li> <li>• 24 – monthly amount split between the first two paychecks of the month</li> <li>• 26 – same fixed amount taken from every paycheck (not split)</li> </ul>		
PEBB benefit premiums (medical, dental, vision)		
PEBB optional benefit premiums accidental death and dismemberment, long-term care, employee life, spouse/partner life, and dependent life, etc.		
PEBB surcharge, examples: double coverage for medical benefits, tobacco, etc.		
PERS		
Optional PERS deductions, examples: Police and Fire units (PNF)		
Parking (including carpool discounts), bicycle room or locker rental		
Transit passes		
Union dues		
Oregon Savings Growth Plan (OSGP) contributions		
Individual Account Program (IAP) contributions		
Donation contributions, examples: Charitable Fund Drive, Governor's Food Drive, etc.		
Health Flexible Spending Account		
<b>Variable rate deductions based on earnings:</b> Calculated using the types of earnings that are considered eligible under state and federal guidelines, commonly referred to as "subject wages."		
PEBB premiums – Variable rate (examples: short-term disability, long-term disability)		
<b>Percentage Based Deductions</b>		

These are calculated as a percentage of pay, using only earnings that are subject to deduction under state and federal rules, often called “subject wages”, These deductions are typically taken from every paycheck		
PERS pension		
Optional PERS deductions, examples: Individual Account Program (IAP) catch-up		
Oregon Savings Growth Plan (OSGP) contributions		
Individual Account Program (IAP) contributions		
Federal tax withholdings		
State tax withholdings		
Local tax (city/county/other municipalities)		
Medicare		
Old-Age, Survivors, and Disability Insurance (OASDI)		
Oregon Statewide Transit Tax (ORSTT)		
Paid Leave Oregon		
Union Dues (based on CBA)		
Wage withholdings, examples: garnishments, court orders, child support, etc.		
Health Flexible Spending Account		
Workers Benefit Fund		
<b>Earnings/Accruals</b>	<b>Number of Earnings or Accruals Per Year</b>	
<b>Earnings</b> Includes all taxable pay, such as regular wages, overtime, shift differentials, work out of class, and other compensation. Earnings are calculated each pay period or added for specific situations, like a payout from a termination.		
PEBB Medical coverage opt out		
Health Engagement Model (HEM) incentive		
Regular pay	26	
Monthly allowances, examples: work out of class, leadwork, etc.	26	
Additional pay, examples: overtime, shift differentials, premium pay, holiday pay, etc.	26	
<b>Accruals</b> Time off is added to your leave balances at the end of every pay period or as a one-time amount, depending on the type of leave.		
Vacation	26	
Sick leave	26	
Personal business		
Holiday		
Compensation time		

Special day of leave		
<b>Employer Paid Benefits</b>		
Benefits, if applicable, paid by the employer on behalf of the Employee		
Transit Taxes Metro (examples, Multnomah, Eugene (LTD)		
Statewide Transit		
Employee Relations Board Assessment		
PEBB Benefits (all)		
PERS Bond Debt (if applicable)		
PERS Pension (all)		
Social Security, Federal & State Taxes, OASDI		
Other: Paid Leave Oregon, Other state employer paid benefits (example: Washington Cares and WaPEL).		

Payroll Processing Lag Time: (the lag time when the employee receives their paycheck after the end of the pay period): Ten (10) business days