

2023-2025 STATE OF OREGON and SEIU CENTRAL TABLE
Union Counter Proposal
May 8, 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 have a significant adverse affect impact on 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

2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE
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May 8, 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.

- 23 c. The duration of a Contract Specialist's assignment shall be mutually agreed upon by
24 the Employer and Union, including any extensions.
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- 26 d. The Parties shall establish an agreement for each Contract Specialist which shall be
27 signed by all Parties stipulating to the terms and conditions of the Contract Specialist
28 assignment and return to work.
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- 30 e. Employees selected as Contract Specialists must maintain all necessary
31 certifications, licensures and training requirements of their Agency position with costs
32 and reimbursements, if applicable, governed under the Collective Bargaining
33 Agreement.
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- 35 f. In the event the Employer/Agency determines a Contract Specialist is potentially
36 violating law or not complying with Employer/Agency policies or the Section 1(d)
37 Agreement, the Agency shall immediately notify the Union. The Agency shall follow
38 the provisions of Article 20 – Investigations, Discipline and Discharge, to initiate and
39 complete their investigation. Before any Agency action is taken, the Union may
40 remove the employee from the assigned worksite.
41
- 42 g. Upon return to service, the employee shall be returned to the same class and the
43 same work location as held when the leave was approved. Where return to the
44 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 or be issued agency equipment, such as a laptop, for use in their role as a Contract Specialist, including time entry and receiving statewide employee 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 in their capacity of a Contract Specialist unless it is a labor-management committee where the Contract Specialist has been elected/appointed. 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.

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

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141 Term of Agreement:

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

143 2023 2027 unless the Parties agree to extend or amend its provisions to continue it.

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