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ARTICLE 14--NEGOTIATIONS PROCEDURES

- 2 **Section 1.** Negotiations shall commence pursuant to <u>Article 4</u> of this Agreement and the
- Parties will structure their Agreement per the four (4) Agency groups set forth below:
- 4 <u>HUMAN SERVICES</u>: Oregon Department of Human Services, Oregon Health Authority,
- 5 **Oregon** Employment Department;
- 6 <u>INSTITUTIONS</u>: Oregon Youth Authority (Youth Correctional Facilities), Oregon Health
- Authority Institutions: Oregon State Hospital (OSH), Pendleton Cottage State-Delivered
- 8 Secure Residential Treatment Facility (Pendleton Cottage), OYA Administration and Field
- 9 Services;
- ODOT: Oregon Department of Transportation (ODOT), Oregon Department of Forestry,
- Oregon Parks and Recreation Department (OPRD), Oregon Department of Aviation
- 12 (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;
- 15 SPECIAL AGENCIES: Oregon Department of Justice, Oregon Department of
- Revenue, Higher Education Coordinating Commission, Workers' Compensation Board,
- 17 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,
- 20 **Oregon** Mortuary and Cemetery Board, Oregon Mental Health Regulatory Agency,
- 21 **Oregon** Board of Medical Imaging, **Oregon State** Board of Massage Therapists, **Oregon**
- Occupational Therapy Licensing Board, Board of Examiners for Speech-Language
- 23 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
- 25 **State** Treasury, Commission for the Blind, **Oregon** Public Employees Retirement System
- 26 (PERS), Special Schools, State Scholarship, Department of Administrative Services,
- 27 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 <u>Oregon</u> Teachers Standards and Practices Commission.
- 30 **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
- 32 negotiations.
- 33 (a) Central Table. The Employer agrees to grant leave with pay for up to twelve ten
- 34 (<u>12</u> 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
- 39 (2) Negotiations at the Central Table will take place during normal business hours.
- 40 (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
- 44 work session per each scheduled Coalition negotiation date. This includes travel
- 45 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.
- 59 <u>Section 3.</u> The Employer is not responsible for travel, per diem, overtime, or other 60 benefits beyond that which the employee would have received had the employee not 61 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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