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**2025-2027 STATE OF OREGON/ SEIU CENTRAL TABLE  
MANAGEMENT PROPOSAL**

April 23, 2025

*Kristina Koon* *getty* *AAW* *CD* *PS* *AB*  
**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

**2025-2027 STATE OF OREGON/ SEIU CENTRAL TABLE  
MANAGEMENT PROPOSAL**

**April 23, 2025**

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

**2025-2027 STATE OF OREGON/ SEIU CENTRAL TABLE  
MANAGEMENT PROPOSAL**

**April 23, 2025**

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.**

**2025-2027 STATE OF OREGON/ SEIU CENTRAL TABLE  
MANAGEMENT PROPOSAL**

**April 23, 2025**

(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.

**2025-2027 STATE OF OREGON/ SEIU CENTRAL TABLE  
MANAGEMENT PROPOSAL**

**April 23, 2025**

- (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).