

**2025-2027 STATE OF OREGON/ SEIU CENTRAL TABLE
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ARTICLE 1--PARTIES TO THE AGREEMENT

****Housekeeping changes to Agency list as appropriate***

*****For DAS, additional research is needed on existing work units***

This Agreement is entered into between the Service Employees International Union (SEIU) Local 503, Oregon Public Employees Union (OPEU) (Union) and the State of Oregon (Employer) acting by and through the Department of Administrative Services (Department) on behalf of the following Agencies: Oregon Department of Agriculture, Commission for the Blind, Oregon Department of Human Services, Oregon Health Authority (including Oregon Health Authority Institutions (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** (DAS) including State Controllers Division, former DGS Divisions, State Data Center, and Oregon Health Plan Administrator's Office), Oregon Youth Authority, Oregon Department of Forestry (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 Department of Water Resources Department, Oregon Department of Consumer and & Business Services (including Workers'

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23 Compensation Board), Oregon State Board of Nursing, Oregon Medical Board, Oregon
24 Board of Dentistry, Oregon Board of Pharmacy, Oregon Mortuary and Cemetery Board,
25 ~~Oregon~~ Mental Health Regulatory Agency Board, Oregon Board of Medical Imaging,
26 Oregon State Board of Massage Therapists, Oregon Occupational Therapy Licensing
27 Board Agency, Board of Examiners for Speech -Language Pathology and & Audiology,
28 Oregon Board of Naturopathic Medicine, Oregon State Board of Examiners for
29 Engineering and Land Surveying, Oregon Department of Aviation, Oregon Watershed
30 Enhancement Board, Oregon Housing and & Community Services, Oregon Department
31 of Fish and & Wildlife, and Oregon Teachers Standards and Practices Commission.

32 REV: 2013, 2015, 2019

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ARTICLE 2—RECOGNITION

Housekeeping changes to Agency list and articles that apply to temporary employees as appropriate.

*****For DAS, additional research is needed on existing work units***

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.

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(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 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

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Transportation, Oregon Department of Geology and Mineral Industries, Oregon
State Treasury Department, Oregon Department of Veterans' Affairs, Oregon
~~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.

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Section 4. Exclusion of Filled Positions.

(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,

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unless the position's duties should materially change such that the exclusion is no longer warranted.

- (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).

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ARTICLE 121 - EDUCATION, TRAINING, AND DEVELOPMENT

~~— The Agency agrees to offer on an on-going basis to employees, the training program developed by Oregon OSHA entitled "Violence in the Workplace," or some other suitable Agency program, as determined by the Agency.~~

~~Employees authorized to attend the training during their scheduled shift will be on paid release time not to include overtime.~~

~~(See Letter of Agreement [121.00-21-395](#) in Appendix A.)~~

REV: 2013

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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 affect the operational needs 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.~~

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ARTICLE 45--FILLING OF VACANCIES

Section 1. Vacancies will be filled based on merit principles with a commitment to upward mobility through the use of lists of eligible candidates, except for direct appointments, transfers, demotions, or reemployments. Lists shall be established through the use of tests which determine the qualifications, fitness, and ability of the person to perform the required duties. The Department and the Agency retain all rights, except as modified in Articles 45.1--45.5, to determine the method(s) of selection and to determine the individuals to fill vacancies.

Section 2. Except for the Injured Worker list, Agency layoff list, Articles 45.1-45.5, and Secondary Recall List ([Article 70, Section 11](#)), the Employer retains all rights to fill a vacancy using any of the following methods or lists as appropriate. The Injured Worker list shall take precedence over all other lists, reemployment, and direct appointment.

(a)

(1) Injured Worker List. This list shall be used as first priority and shall consist of employees with compensable work-related injuries or illnesses that occurred while employed.

(2) Agency Layoff Lists. Names of regular status employees of the Agency who have separated from the service of the State in good standing by layoff or who have demoted in lieu of layoff shall be placed on lists established by the classification from which the employee was laid off or demoted in lieu of layoff and by geographic area. The order of certification on this list shall be determined by seniority computation procedures as defined in [Article 70--Layoff](#).

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The term of eligibility of candidates placed on the lists shall be two (2) years from the date of placement on the lists.

(3) Secondary Recall Lists. See [Article 70, Section 11.](#)

(b) Applicant Lists. Applicant lists shall consist of:

- a. state employees from within an agency,
- b. other state employees,
- c. external applicants, or
- d. a combination of the above applicant groups.

SEIU represented temporary employees who are currently employed with the state shall be treated as internal candidates for job postings they apply for within their Agency or other state agencies.

(c) Reemployment. An employee who separated from a position in good standing may be reemployed within two (2) years to a position in the same or lower classification upon approval of the Appointing Authority. The employee must meet the minimum and special qualifications of the position and must make written application for reemployment.

(d) Transfer. An employee may transfer or be transferred from one (1) position to another in the same classification or salary range. To voluntarily transfer the employee must make written application for transfer to the Appointing Authority or Employer as appropriate and must meet the minimum and special qualifications of the position.

(e) Demotion. An employee may demote or be demoted from a position in one (1) classification to a position in a lower classification or salary range. To voluntarily

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demote, the employee must make written application to the Appointing Authority or Employer as appropriate, and must meet the minimum and special qualifications of the position.

- (f) Direct Appointment. The Employer may use noncompetitive selection and appointment for unskilled or semi-skilled positions, or where job-related ranking measures are not practical or appropriate, or if there is no appropriate list available and establishing a list could cause an undue delay in filling the position, or affirmative action appointments.

Section 3. The Employer agrees to post internal/external recruitments for a minimum of seven (7) calendar days. The timeline shall begin the first calendar day following the posting. The notice shall include a summary of the job duties and pay of the position, the qualifications required, the application deadline of the recruitment (if applicable), and other pertinent information. The Employer further agrees to notify employees if their application has been accepted.

Section 4. Job Interview Leave.

- (a) Employees, subject to providing reasonable notice and receiving prior supervisory approval, shall be allowed Interview Leave time, including travel, to interview for positions within their Agency, when such interview(s) occurs during their work hours. Such leave requests shall not be arbitrarily denied or rescinded. If the leave is denied, the employee may request the Agency provide the reason for the denial in writing.
- (b) Employees, subject to providing reasonable notice and receiving prior management approval, shall be allowed up to four (4) hours of Agency paid time for Interview

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Leave time, including travel, for positions with another state Agency, when such interview(s) occurs during their work hours. Such leave requests shall not be arbitrarily denied or rescinded. If the leave is denied, the employee may request the Agency provide the reason for the denial in writing.

(c) Interview Leave time approved and taken to interview with another state Agency that exceeds the four (4) hours of Agency paid time must be recorded as accrued leave, leave without pay, or managed through approved flex time within the same workweek. Use of accrued leave for this purpose shall not result in overtime.

(d) Denial of Interview Leave time shall be subject to the grievance procedure up to Step 2.

(e) All Interview Leave time, including travel, approved under Subsection (a) and (b) must be recorded as IT on the employee's timesheet/time reporting record.

(f) Interview Leave used shall not count as time worked for purposes of overtime.

(g) An Agency shall not incur any employee reimbursement costs.

Section 5. Internal Candidate Interview Feedback. An employee who is interviewed and not selected for promotion or transfer may request and shall be given the opportunity to discuss their non-selection and opportunities for improvement with the hiring supervisor, and may request and shall receive, in writing, an explanation of the reason(s) they were not selected and opportunities for improvement within a reasonable period of time.

Section 6. See Articles 45.1-45.5.

(See Letters of Agreement [45.00-09-175](#) & [45.00-19-363](#) & [45.00-23-470](#) in Appendix A.)

REV: 2013, 2019, 2021, 2023

