

# HSC & State Negotiations

## 7.7.25 Management Counter – Mediation Proposal

### LETTER OF AGREEMENT 00.00-16-293

#### *Temporary Lodging of Children (ODHS)*

This Letter of Agreement is entered into between the Department of Administrative Services, Labor Relations Unit (Employer), on behalf of the Oregon Department of Human Services (Agency) and the SEIU Local 503, OPEU (Union).

The purpose of this Letter of Agreement is to address the use of employees to provide ODHS supervised temporary lodging.

Temporary lodging and temporary lodging prevention, hereafter referred to as temporary lodging, occurs when ODHS employees provide direct supervision of a child and/or young adult in a hotel, motel, inn, temporary rental home, resource home, short-term placement or nonplacement occurs, and, in accordance with the related Final Settlement Agreement, when ODHS employees stay overnight with a child in an ODHS office or visitation center.

The Parties agree to the following:

1. A sub-committee of the Labor Management Committee will continue to review statewide ODHS protocol and training on employee rights and responsibilities when employees provide ODHS supervised temporary lodging or nonplacements. This Committee shall be composed of three (3) Union and three (3) Agency representatives. The Committee will convene during regular business hours, and Committee members' paid status will be in accordance with Article 106, Section 4. The time, date, duration, frequency and location of the meetings shall be determined by the Committee. The protocol and training will address topics such as medications, meals, breaks, supplies, equipment, blood-borne pathogens and other hazardous materials, emergency situations, on-call support, communication with outside parties, liability, support hotline, how assignments are made, volunteer pools, best practices, etc. This Agreement does not apply when employees stay overnight with a child due to being in travel status for purposes of placement or visitation, or medical quarantine.
2. No ODHS employee will be assigned to temporary lodging without an ODHS approved second (2<sup>nd</sup>) person on-site, with the exception of hospital or other medical facility supervision.
3. ODHS will provide the training established in sub-section 1 prior to temporary lodging.
4. Each child will be assigned a binder with notes and needed information that will be provided to the staff assigned to temporary lodging with a child. All binders will include a safety plan for the child. Binders will also include a safety plan for employees, specific to each child. Management will ensure available information is provided, pursuant to the procedure outlined in Article 103.1M, Section 1 and 2.
5. Employees and management will work together to determine appropriate temporary schedule modifications, including protected time, as needed when temporary lodging is assigned during an employee's regularly scheduled workweek. An employee scheduled to temporary lodging during their regularly schedule workweek will be provided the opportunity for overtime to complete regularly assigned duties.
6. The Agency shall send the Union a report by the second (2<sup>nd</sup>) Tuesday of each month for the previous month identifying the number of children and/or young adults in temporary lodging, the county of temporary lodging, the number of days the child and/or young adult involved stayed in temporary lodging.
7. Employees assigned to temporary lodging will be considered on travel status for the purposes of receiving meal per diem at the fixed amounts identified pursuant to the DAS Statewide Travel Policy, 40.10.00.
8. Effective upon signature, employees shall be reimbursed for any out-of-pocket expenses for meals provided for the child and/or young adult in their care. Additional expenses may be reimbursed subject to supervisory approval. These may include, but are not limited to, activity related expenses for the child and/or young adult and the employees supervising the child. Employees will be required to provide a receipt for reimbursement. **\*Bargaining note, parties in agreement. The Employer will provide alternative means of payment, such as gift cards, for routine expenses.**
9. Rest periods that cannot be taken away from the temporary lodging location shall be compensated with cash or compensatory time (as determined by the Agency) for the missed rest period(s) at the rate of time and one-half (1½). **\*Bargaining note, parties in agreement. Shifts lasting ten (10) or more hours will be compensated with twenty (20) minute rest periods.**
10. When a child or young adult is in temporary lodging, when possible, a non-case carrying employee will provide direct support to the primary caseworker assigned to the case. Duties normally assigned to the non-case carrying employee shall be reassigned to other employees.
11. Employees shall be paid in accordance with the SEIU Collective Bargaining Agreement for all hours they are assigned to temporary lodging.
12. Employees caring for a child and/or young adult in temporary lodging will be provided a laptop, satellite, or any other appropriate devices if needed.
13. Employees required to transport a child and/or young adult will be provided the appropriate vehicle to safely transport the child and/or young adult (with options including but not limited to, a rental car with four wheel drive, additional safety equipment, etc.).  
**\*Management maintains its position on #14 \$1.00**
14. Employees shall be paid in accordance with the SEIU Collective Bargaining Agreement. In addition, all classification assigned to temporary lodging shall paid one **and one half** dollar (\$1.~~500~~) per hour for all hours they are assigned to temporary lodging.

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\*SEIU maintains position on #15 – this is in the TL protocol. Jordan sent Molly Miller the FAQ, 'TL FAQs Prevention Funds providers supervision 5.20.25'.

15. When staff are allowed to sleep per protocol, the contracted staff shall be awake per protocol.

\*Parties in agreement on #16.

16. Knowing that employee's schedule and sign up for TL based on their availability, every effort will be made to honor their schedule shifts. Exceptions may be considered in situations where the needs of the child(ren) require it or if the regular employee is no longer interested in or available for the shift.

\*Parties in agreement on #17.

17. The supervisor and case worker shall follow the statewide supervision in temporary lodging protocol and follow the guidance under the "Crisis Management" section to create a safety plan when a youth has self-harming concerns. A child welfare supervisor shall make the final decision on a safety plan when a youth has self-harming concerns, as identified by workers, management, providers, assessments etc.

\*Parties in agreement on #18.

18. The Agency shall provide a de-escalation training every two years for staff working and a yearly protocol review for staff who perform or are interested in temp lodging work. Staff and providers must receive the de-escalation training before they work a temporary lodging assignment.

\*Parties in agreement on #19

19. Employee's who are engaged in Temp Lodging, who identified a weapons, drugs, paraphernalia or concerning items, will follow the guidance as described in "Guidance for Maintaining Safety in TL", the identified item will be removed at shift change and brought to a ODHS office. If there is more than eight hours before the next shift change, then the Employer will make efforts to remove the items before next shift change.

This Letter of Agreement will sunset on June 30, 2027~~5~~, unless mutually agreed to continue.

Evan Paster  
Evan Paster (Jul 8, 2025 15:58 PDT)

07/08/25

Joshua Wetzel  
Joshua Wetzel (Jul 9, 2025 07:00 PDT)

07/09/25








# LOATempLodging

Final Audit Report

2025-07-09

Created:	2025-07-08
By:	Evan Paster (pastere@seiu503.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaGsnp-S8G-s8ppiYwHC3ChmpYzb0cHZ

## "LOATempLodging" History

-  Document created by Evan Paster (pastere@seiu503.org)  
2025-07-08 - 10:50:45 PM GMT
-  Document emailed to Evan Paster (pastere@seiu503.org) for signature  
2025-07-08 - 10:50:48 PM GMT
-  Document e-signed by Evan Paster (pastere@seiu503.org)  
Signature Date: 2025-07-08 - 10:58:59 PM GMT - Time Source: server
-  Document emailed to Joshua Wetzel (joshua.w.wetzel@das.oregon.gov) for signature  
2025-07-08 - 10:59:00 PM GMT
-  Email viewed by Joshua Wetzel (joshua.w.wetzel@das.oregon.gov)  
2025-07-09 - 1:59:11 PM GMT
-  Document e-signed by Joshua Wetzel (joshua.w.wetzel@das.oregon.gov)  
Signature Date: 2025-07-09 - 2:00:10 PM GMT - Time Source: server
-  Agreement completed.  
2025-07-09 - 2:00:10 PM GMT